



MOLTON BROWN

L O N D O N

CORPORATE TERMS AND CONDITIONS

These terms

These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

These terms apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

If you are a consumer (i.e. you are an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession), you cannot purchase products from us on these terms.

Information about us

We are Molton Brown Limited a company registered in England and Wales. Our company registration number is 02414997 and our registered office is at 130 Shaftesbury Avenue, London, W1D 5EU. Our registered VAT number is 815098523.

When we use the words "writing" or "written" in these terms, this includes emails.

Our contract with you

Your written or verbal acceptance of our quotation constitutes an offer by you to purchase the products in accordance with these terms.

Our acceptance of your offer will take place when we process payment for your order over the phone, at which point a contract will come into existence between you and us.

The quotation for the products given by us shall not constitute an offer. The quotation shall only be valid for a period of 10 business days from its date of issue.

Our products

The images of the products in our catalogue are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that the images accurately reflect the colour of the products. Your product may vary slightly from those images.

Providing the products

The costs of delivery will be as set out in our quotation.

We will deliver the products to the location set out in the quotation or such other location as we may agree by the delivery date specified in the quotation. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of

the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

All deliveries must be signed for and are to an address (which must be correct) not a named individual. If a signed delivery at that address is not possible, a card will be left saying that delivery was attempted and stating where the items will be held and the options available for delivery to be re-attempted or collection. If the delivery subsequently fails or the delivery is refused by the recipient the products will be returned to our distribution centre and you will be contacted for instructions of where the products should be delivered. Refunds are not available in these circumstances. If we are unable to make contact, the returned items will be sent to your address and you will be liable for any additional costs.

Products will be your responsibility from the time we deliver the products to the address specified in the quotation.

You will own the products once we have received payment in full.

Your rights in respect of defective products

We warrant that on delivery the products shall: **(a)** conform in all material respects with their description; and **(b)** be free from material defects in design, material and workmanship.

Subject to the paragraph below, if: **(a)** you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in the paragraph above; **(b)** we are given a reasonable opportunity of examining such product; and **(c)** you return such product to us at our cost, we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

We will not be liable for a product's failure to comply with the warranty in above if: **(a)** you make any further use of such product after giving a notice in accordance with the paragraph above; **(b)** the defect arises because you failed to follow our oral or written instructions as to the storage or use of the product or (if there are none) good trade practice; **(c)** you alter the product without our written consent; or **(d)** the defect arises as a result of fair wear and tear; wilful damage, negligence, or abnormal working conditions.

Except as provided in this section titled "Your right in respect of defective products", we shall have no liability to you in respect of a product's failure to comply with the warranty set out above.

These terms shall apply to any repaired or replacement products supplied by us.

Price and payment

The price of the product less any discounts (which is inclusive of VAT) will be the total price indicated on the quotation sent to you.

We accept payment with Visa, Master Card, American Express, Pay Pal and BACS. You must pay for the products before we dispatch them.

You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Our responsibility for loss or damage suffered by you

Nothing in these terms shall limit or exclude our liability for: **(a)** death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); **(b)** fraud or fraudulent misrepresentation; **(c)** breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or **(d)** defective products under the Consumer Protection Act 1987.

Subject to above paragraph: **(a)** we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and **(b)** our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the price of the products purchased under the contract giving rise to liability.

Except to the extent expressly stated in the first paragraph of the section titled "Your rights in respect of defective products", all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

Other important terms

This contract is between you and us. No other person shall have any rights to enforce any of its terms

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.