

# Terms and Conditions

## 1. Definitions

“Customer” means the individual, individuals, partnership or company who buy the Products from the Seller.

“Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

“Delivery Date” means the date specified by the Seller when the products are to be delivered.

“Products” means those goods or services specified.

“Price” means the price for the Products excluding VAT at the time of acceptance of the order.

“Seller” means Tautcraft Limited trading as Dutch Connection.

Dutch Connection reserves the right to change these terms and conditions from time to time without notice to you and the changes will take place on the day they are posted on our website.

## 2. Trade Accounts

2.1 Dutch Connection is strictly a trade only supplier (Seller) and as such any potential Customer may be asked to provide documentary proof to prove that they are trading as a business.

2.2 Dutch Connection reserves the right to reject any application to open an account or order from a Customer on the grounds that they feel the applicants are not bona fide trade.

## 3. Application

3.1 The Seller’s terms and conditions only shall apply to the sale of Products to the Customer.

## 4. Orders

4.1 Customers are required to confirm oral orders in writing by fax or email. However all orders, whether oral or written, will be acknowledged in writing by the Seller and any variation to these general terms and conditions will be noted in the acknowledgement from the Seller.

4.2 The customer shall immediately notify the Seller of any error in the acknowledgement of the order.

## 5. Price

5.1 All prices on the Seller’s website, or supplied via a written quotation are subject to alteration without notice.

5.2 All prices quoted on the Seller’s website are wholesale ex-warehouse for Products “in the white” (without any form of finishing) and in certain circumstances unassembled.

5.3 Where Customers want Products to be finished, the Seller will supply oral or written quotations of the additional costs involved to the Customer.

## **6. Payment**

6.1 In the case of new Customers, payment will be on the Seller's presentation of a pro-forma invoice with payment cleared before delivery.

6.2 In the case of established Customers, payment can be made prior to delivery or on delivery. However, whereby the customer has instructed the seller to finish the products a 50% deposit is required for all customers.

6.3 Any variation in the conditions of 6.1 and 6.2 shall only be by agreement with the Seller.

6.4 Payment by the Customer can be by cash, cheque, telegraphic transfer, and all credit and debit cards except American Express and Diners Card. Dutch Connection offers no credit facilities.

6.5 The Seller shall be entitled to charge the Customer interest at the rate of 2% per month or part month on any amount due or unpaid.

6.6 A Customer whose cheque is not cleared by a bank will be charged £10 by the Seller for each bank re-presentation and £20 if the cheque is not honoured.

## **7. The Products**

7.1 The quantity and description of the Products shall be set out in the Seller's quotation and/or order confirmation.

7.2 The Seller may make any changes in the specification of the Products which do not materially affect their quality or performance required to conform with any applicable statutory requirements where the Products are supplied to the Seller's specification.

7.3 Photographs are for illustrative purpose only and may not exactly match the product itself. Photographs do not comprise any contractual warranty on the part of the Seller and should not be relied upon by the Customer as an exact representation of the Products.

7.4 The Products supplied by the Seller are manufactured from natural materials and in common with all such materials there may be significant colour and surface differences in each product.

7.5 The Products supplied by the Seller are hand carved and in common with man made Products there may be variances in the carving and sizing between Products.

## **8. Delivery**

8.1 All delivery dates shall be approximate but every effort will be made by the Seller to ensure delivery at times agreed with the Customer. No responsibility for late or cancelled deliveries owing to circumstances beyond the Seller's control shall be accepted and the Seller shall in no circumstances be liable for any loss or damage from any delay caused.

8.2 The Seller shall not be liable for any delay in delivery howsoever caused.

8.3 Risk shall pass to the Customer on any item on delivery to the outside of the premises at the delivery location.

8.4 The customer shall be required to sign the invoice copy or delivery note on delivery in acknowledgement of the receipt of Products.

8.5 On delivery, the customer shall examine the goods for defects and completeness and is required to sign the invoice copy or delivery note in acknowledgement of the receipt of

products. Thereafter no claim for damage in transit or shortage in deliver or for the loss of goods will be entertained unless in the case of damage a separate notice in writing is given to the driver or to the seller within three days of delivery.

8.6 If payment is not available for collection on delivery, the Products will be returned to the Seller's premises and a re-delivery charge will be imposed.

8.7 Our insurance only covers us for delivery to a Customer's "door" and does not extend to moving items inside your property. Therefore, the Seller is not liable for any damages caused by drivers carrying delivered items into a Customer's premises.

8.8 If a Customer fails to unload the Products within a 1 hour time period, the Customer shall be liable to the Seller for any additional costs incurred by the Seller because of this.

8.9 In the case of a customer's request for a delivery to be made to a third party, payment will be made either in advance or at the third party's premises. Whilst the third party will be responsible for signing for receipt of the Products, any claims for shortages or damage should be made by the Customer within three days of receipt of the Products.

## **9. Ownership and Title**

9.1 The Products which the Seller supplies will remain fully with the Seller until the full purchase price has been honoured.

9.2 After any default in payment the Seller shall be entitled to repossess any Products in which the ownership remains with the Seller.

9.3 Until payment is fully honoured, the Customer shall take proper care of such Products and keep them identifiable as the Seller's property.

9.4 The Customer shall keep all such Products fully insured.

9.5 If before payment the Customer sells the Products, the Seller shall be entitled absolutely to the proceeds of the sale even though the proceeds exceed the sale price of the Products to the Customer.

9.6 The rights accruing to the Seller pursuant to clause 9.1 shall be binding to any Customer, Liquidator, Receiver, Administrator, Receiver Supervisor, or Nominee appointed in respect of the Customer's estate (notwithstanding the prior termination of these conditions for any reason) and the Seller's possession of these Products should be subject to these rights.

9.7 Even where Products are attached by Customers to buildings or plant, the Products shall remain as chattels of the Seller and be severable from buildings and plant.

## **10 Export**

10.1 All Products are supplied by the Seller ex-works.

10.2 The Customer shall be responsible for ensuring that any regulation relating to the importation of Products into the country in question are complied with.

10.3 Any costs relating to the importation are the Customer's responsibility.

10.4 The Customer shall be responsible for the inspection of the Products at the Seller's premises before dispatch. The Seller shall have no liability for any claim of defect in the goods which are not apparent at inspection.

10.5 Where Products are delivered by the Seller to a Customer's agent in the UK, Products must be inspected by that agent and acknowledged to be in good condition and to be of the correct quantity. At this point the Seller disclaims any responsibility for damage or loss during further transit.

## **11 Cancellations**

11.1 All orders must be cancelled in writing via email or fax.

11.2 Orders can only be cancelled prior to dispatch.

11.3 The Seller will not accept cancellations for orders where the Customer has instructed the Seller to finish Products if the finishing work has already been undertaken by the Seller.

## **12 Fitness for Purpose**

12.1 It is the responsibility of the Customer to assess any Product's suitability for its intended use. The Seller is willing to offer advice to the Customer either orally or in writing, should the Customer request it.

## **13 Fabrics**

13.1 It is the responsibility of the Customer to ensure that all fabrics and trims (whether supplied by the Customer or the Supplier) adhere with any of the relevant safety regulations required for the Products intended use.

13.2 The Seller shall not be responsible for any delay in delivery as a result of any changes in the specification of the material caused by the Customer.

## **14 Marketing & Photography**

14.1 All photography is the property of Dutch Connection and may not be reproduced under any circumstances without written permission.

14.2 Dutch Connection does not allow its photographs to be used on other trade websites, retail websites, catalogues or marketing literature. In order to sell Dutch Connection products in any trade or retail environment, items need to be purchased and photographed independently.

14.3 Photography used on Dutch Connection's associated social media platforms may be circulated but cannot be used for sales purposes or passed off as anything other than Dutch Connection's property.

14.4 A buyer must not use Dutch Connection's product codes for their own marketing and internet purposes. Dutch Connection's products must not be searchable by product code alone through any internet search engines.

## **15 Liability to the Seller**

15.1 If the Products prove on inspection to be defective the Seller undertakes as its option to replace the Products or refund to the Customer the prices of the Products.

15.2 Save only in respect of personal injury or death due to the negligence of the Seller, any other type of liability of the Seller under the contract or otherwise in respect of the Products shall be limited to the amount of the price of the relevant Products.

## **16 Miscellaneous**

16.1 Products manufactured from wood must be treated with respect according to accepted practice. The Seller will review responsibility for problems with materials or workmanship only if –

- i. The Products have not been subjected to extremes of temperature or unsuitable atmospheric conditions.
- ii. No attempt has been made to rectify, alter or dismantle the Products in any way.
- iii. Products have been subject to normal wear and tear.