

Terms and Conditions

1. General

- (a) In these Conditions: "**Customer**", "**you**" means the customer wishing to purchase the Products; "**End User**" means the person who purchases the products from a Customer; "**Contract**" means any contract between the Customer and Deanta for the sale and purchase of Products incorporating these Conditions; "**Deanta**", "**we**" means Deanta UK Ltd of Unit 400, Wellington Road, Lancaster Way Business Park, Ely, Cambridgeshire, CB6 3NW; "**Display Materials**" means door display stands and display doors; "**Manufacturers Defect**" means any warp, bow, cut or twist that exceeds 0.25inches or 6.35mm in the plane of the Product itself and not the relationship of the Product to the frame or jamb in which it is hung; "**Marketing Materials**" means point-of-sale materials including brochures, counter and storefront displays and other marketing materials provided by Deanta to the Customer; "**Order**" means an order for Products submitted (i) either online through the Website, or (ii) by email, fax or telephone; "**Price**" means the price of the Products notified to the Customer; "**POD**" means the proof of delivery of the Products; "**Products**" means the products ordered by the Customer; "**Website**" means the Deanta website; and "**Working Days**" means any day other than a Saturday, Sunday or public holiday in England.
- (b) These Conditions supersede all prior representations or arrangements, and contain the entire agreement between the parties in connection with the Products. All other terms and conditions express or implied are excluded. None of Deanta's employees or agents has authority to modify or supplement these Conditions.
- (c) Words in the singular include the plural and in the plural include the singular.
- (d) A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- (e) These Conditions apply to the sale of Products to Customers who are not consumers purchasing products for domestic use. We do not sell products directly to consumers who wish to purchase Products for domestic use. We may agree to deliver directly to an End User, but such End User has no rights under the Contracts (Rights of Third Parties) Act 1998 or otherwise under these Conditions.
- (f) We shall process all personal data of a Customer in accordance with our privacy policy set out on the Website.

2. Order Process and Cancellation

- (a) All Orders, however placed, are subject to these Conditions.
- (b) All Orders can be placed online or by fax or email. Once an Order is received we shall promptly send the Customer confirmation of the Order status by email.
- (c) If there are any changes required to the Order, the Customer shall notify Deanta promptly and if the Order has not been dispatched and/or the initial payment has not been made, Deanta shall use reasonable endeavours to change the Order. If Deanta agrees to amend an Order this may for the avoidance of doubt include an amendment to the Price. If the Customer does not notify Deanta of any change to the Order and the Order has been dispatched and/or the initial payment has been made, then the

Customer shall be deemed to have accepted the terms of the Order.

- (d) Unless otherwise agreed in writing by Deanta, a legally binding Contract between the Customer and Deanta shall come into existence only if (i) Deanta receives payment for all or part of the Order; and/or (ii) Deanta delivers the Products.
- (e) When a legally binding Contract has come into existence, we acknowledge that we are under a legal duty to supply the Products in conformity with these Conditions.
- (f) The Customer is responsible for all Orders placed by their employees.
- (g) The Customer may not withhold or set off any payment due to us against any amount, including as a result of any failure by the End User to pay sums due to the Customer.
- (h) The Customer may not purchase Products for resale through any third-party online platform.

3. Description

- (a) All samples, descriptive matter and advertising provided by Deanta and any descriptions or illustrations contained on the Website or published by any third parties are provided or published for the sole purpose of giving an approximate idea of the Products described in them. They will not form part of these Conditions and this is not a sale by sample.
- (b) All Products are subject to availability. We will notify the Customer if all or part of an Order is out of stock, and the Customer can (i) cancel the Products that are out of stock and we shall refund the Customer accordingly; (ii) select alternative Products, subject to any appropriate adjustment to the Price; or (iii) keep the Order and await stock. When stock becomes available, we shall notify the Customer and if the Customer still wishes to purchase the Products, we shall process the Order in accordance with these Conditions.

4. Delivery and collection

PLEASE NOTE OUR NORMAL WAYS OF WORKING MAY DIFFER DURING THE COVID 19 PANDEMIC. PLEASE SEE CONDITION 16.

- (a) Delivery or collection dates and timescales (if any) set out in an Order or otherwise requested by the Customer or given by Deanta are given or accepted by Deanta in good faith but are not guaranteed. However, the Customer shall promptly notify Deanta if it has not received or collected all of the Products that are subject to the Order by the stated delivery date.
- (b) If we deliver to the Customer, we deliver the Products to the Customer's address as indicated on the order confirmation. For an additional charge, we deliver to the End User. Any address other than the Customer's business address will constitute a delivery to End User. Customers must ensure they provide the correct contact details for the End User on the Order including for the delivery address, name, Address, email address, mobile telephone number and an alternative telephone number
- (c) For all deliveries, we shall contact the Customer or the End User as applicable to arrange the delivery date. We shall make contact once by telephone and once by email. Please promptly respond to such contact. We will confirm the delivery date by email to the Customer where delivery is to the Customer, and to the End User (with the Customer in copy) where delivery is to the End User. If the Customer or End User wishes to change the confirmed delivery time or date, the Customer or End User must notify us before 12:00pm, on the day that is 48 hours prior to the confirmed delivery. Our delivery driver will endeavour to contact the

Customer or End User as applicable one hour prior to delivery.

- (d) Deanta has two delivery methods, if we deliver your Products ourselves on our own fleet, we will deliver into the room of your choice on the ground floor at the delivery address. You must ensure that there is at least one person available to assist our driver to carry the Product into the property. However, if we do not deliver to the area where the delivery address is located on the day required, for an additional fee, we will arrange for delivery by our third-party delivery company. Delivery by our third-party delivery company is kerbside only and accordingly, you should ensure that there are at least two people to carry the Products into the property.
- (e) The Customer shall, or where applicable procure that the End User shall, take delivery of the Products and delivery shall be effective when the Products are unloaded at the delivery address. The Customer shall ensure that there is suitable access for a 26-tonne vehicle, unless we have agreed to provide a smaller (7.5 tonne) vehicle, adequate space to unload the Products and a hard-flat surface for the delivery (not gravel, steep inclines or grass). Deliveries may be delivered on upright pallets which must be unloaded by two people. The delivery driver will always park as close to the delivery address as lawfully and safely possible. For insurance purposes, the delivery driver must always be in sight of the delivery vehicle.
- (f) For all deliveries, a valid signature is required on delivery. We do not accept "not checked" or "unchecked" or "not opened". The Customer must procure that the recipient notes any defects in the Products on the POD in accordance with Condition 7 below.
- (g) If we are unable to make a delivery as a result of the Customer's act or omission or the End User's act or omission as the case may be including due to incorrect contact details, failure to respond to any contact we or our courier makes in relation to the delivery, failure to attend the delivery site for delivery, or failure to comply with any part of Condition 4(d), we reserve the right to charge additional delivery costs and all storage costs and any other costs incurred by Deanta as a result. In the event of a persistent inability to deliver as a result of the Customer's act or omission or the End User's act or omission as the case may be, we also reserve the right to cancel the Order, refund the Price paid, less a reasonable amount for all such additional costs incurred.
- (h) If Deanta has agreed that Customer can collect the Products, Customer shall collect the Products at Deanta's address within 2 days of a notice to do so. The Customer warrants and represents that if it collects the Products, it has appropriate equipment and transport to reflect the size and weight of the Products. If the Customer does not collect the Products within 2 days of a notice to do so, we reserve the right to cancel the Order, refund the Price paid, less a reasonable amount for all storage costs and any other costs incurred by Deanta as a result of Customer's failure to collect the Products. For the avoidance of doubt, the End User has no right to collect the Products from Deanta.
- (i) Deanta may deliver the Products or make the Products available for collection by instalments.
- (j) The Customer agrees that we have no responsibility to the End User. Accordingly, it is the Customer's responsibility to deal with any queries from the End User before or after delivery of the Products and if an End User contacts us (except under Condition 4c), we will direct the End User to the Customer.

5. Price

- (a) Prices are exclusive of VAT. All sums due to Deanta shall be paid to the account stated on the invoice and/or cheque

payment and in accordance with the timetable stated on the invoice. If no timetable is included on the invoice, (i) for Customers with a trade account, Deanta shall issue an invoice to be paid within 30 days of receipt; (ii) for Products that Deanta determines are bespoke, 50% is due on receipt of the Order, and the remaining 50% is due within 30 days of delivery or collection of the Products; and (iii) for other Orders including from Customers without a trade account and including for Deanta Hue Orders, 100% is due on receipt of the Order.

- (b) If the Customer fails to pay any sum by the due date, in addition to the rights and remedies set out in these Conditions, Deanta shall be entitled to (i) suspend delivery of all Products until payment of all outstanding sums due is made in full and cleared funds; (ii) claim costs and interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or (iii) terminate the Contract.
- (c) New trade accounts will only be opened on production of satisfactory evidence of the Customer's ability to pay and of its credit facilities and may be withdrawn by Deanta at any time at its absolute discretion. All customers will be reviewed regularly through our credit checks, credit limits maybe adjusted/removed accordingly by Deanta.

6. Cancellation

- (a) The Customer agrees that once the Contract has come into existence it may not be cancelled by the Customer except that for Products that Deanta determines are bespoke, including Products that are part of the Hue Range, the Customer may cancel the Contract within 14 days from placing their Order, provided Deanta has not commenced production of the Products. Once Deanta has commenced production of the Products the Customer may not cancel the Contract.
- (b) We reserve the right to cancel the Contract if (i) Customer has failed to pay the Price or any instalment of the Price by the due date; and/or (iv) one or more of the Products ordered was listed at an incorrect Price due to a typographical error or an error in the pricing information received from our suppliers. If we do cancel the Contract, we will notify Customer by e-mail and will refund Customer all sums paid within 30 days of the date of receipt of the Order. We will not be obliged to offer any additional compensation for disappointment suffered or for wasted expenditure or any other loss suffered or cost expended.

7. Defective Products

- (a) Deanta shall use reasonable endeavours to ensure that the Products are of a satisfactory quality and fit for purpose.
- (b) The Customer shall inspect the Products on receipt. The Customer shall be deemed to have accepted the Products as being in conformity with the Contract once the POD is signed. A valid signature is required upon delivery. We do not accept "not checked" or "unchecked" or "not opened" or any similar statement. If there are any discrepancies with the delivery this needs to be noted on the POD. All Products with edge damage must be reported on POD. Deanta will not compensate any item that has not been reported on POD that is deemed to have edge damage. Unless written notice of rejection on the basis of non-conformity with the Contract is received in writing by Deanta within 3 Working Days of the date of delivery or collection as the case may be, or where the defect was not apparent on reasonable inspection within 3 Working Days after discovery of the defect.
- (c) Notwithstanding the provisions of Condition 7(b), if the Product has a Manufacturers Defect that is apparent at any time within 10 (ten) years after the date of delivery, the

provisions of Condition 7(e) shall apply.

- (d) Deanta shall have no liability under this Condition 7 for a defect, including a Manufacturers Defect, in relation to (i) damage as a result of any accident or deliberate act; (ii) damage caused by the Customer during collection; (iii) if the Customer or any third party engaged by the Customer has attempted to repair the Product or has otherwise altered the Product and/or (iv) if the Customer has not complied with Deanta's advice on storing, handling and installing the Products set out on the Website.
- (e) If it is shown to Deanta's reasonable satisfaction that a Product is defective, subject to Condition 7(c), Deanta will either refund the purchase price or repair or replace the Product within a reasonable time, free of charge. **SUCH REFUND, REPAIR OR REPLACEMENT SHALL BE DEANTA'S SOLE LIABILITY IN RELATION TO ANY SUCH DEFECT.** For the avoidance of doubt, Deanta shall not be liable for the costs of re-installation of a Product that has a Manufacturers Defect. Replacement Products are covered by these Conditions. Products which are alleged not to comply with the Contract shall as far as possible be preserved for inspection by Deanta and where Deanta agrees to refund, repair or replace the Products, the defective Product shall be made available for collection by Deanta.
- (f) If the Customer does not return or make available the Product for collection within 30 days of notifying Deanta of the non-conformity or defect under this Condition 7, then the Customer's rights to a refund terminate and Deanta shall have no further obligation in relation to such Products.

8. Force Majeure

- (a) Deanta shall not be liable for any failure to comply with the Contract related to any circumstances whatever (whether or not involving Deanta's negligence) which are beyond Deanta's reasonable control and which prevent or restrict Deanta from complying with the Contract.
- (b) Deanta may where reasonable in all the circumstances (whether or not involving Deanta's negligence) without liability suspend or terminate (in whole or in part) its obligations under the Contract, if Deanta's ability to supply or deliver the Products by Deanta's normal means is materially impaired.

9. Termination and Suspension

- (a) Deanta may (without prejudice to its other rights or remedies) terminate or suspend Deanta's performance of the whole or any outstanding part of the Contract if:
 - (b) the Customer breaches any term of any Contract with Deanta including but not limited to a failure to pay sums due by the due date; or
 - (c) the Customer goes into administration or becomes insolvent or if a receiver or encumbrancer takes possession of any material part of the Customer's assets; or
 - (d) Deanta has reasonable grounds for suspecting that an event in Condition 9b will occur.

10. Risk and Title

- (a) Risk in the Products shall pass to the Customer upon delivery or collection as the case may be.
- (b) Title to the Products shall pass to the Customer on receipt by Deanta of the full Price due under the Contract. Until such time as title passes, the Customer shall (i) not re-sell or install the Products and shall store the Products separately from all other goods and in such a way that they remain readily identifiable as Deanta property; and (ii) maintain the Products in satisfactory condition. The Customer grants to Deanta and its agents an irrevocable licence at any time to enter any premises where the Products are stored to

recover the Products if the Customer fails to make payment of the price for Products by the due date, or if Deanta has reason to believe that the circumstances set out in Condition 9b are likely to take place.

11. Limitation of Liability

- (a) Deanta shall have no liability to a Customer (i) in excess of a refund of the Price paid under a Contract; (ii) for any loss of goodwill, loss of profit, loss of business, loss of anticipated savings) loss of use, or wasted expenditure in connection with the Contract; and/or (iii) for any indirect or consequential loss whether or not advised of the possibility of such loss.
- (b) Deanta does not exclude any liability for death or personal injury caused by negligence, for fraud or for any other liability which cannot be excluded as between the Customer and Deanta under any provision of applicable law.

12. Use of the Website

- (a) The Customer is responsible for maintaining the confidentiality of its Website account and password and for restricting access to its computer to prevent unauthorised access to its account. The Customer accepts responsibility for all activities that occur under its Website account.
- (b) The Website is made for the Customer's own use. The Customer shall not try to gain unauthorised access to the Website or any networks, servers or computer systems connected to the Website and/or reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble all or part of the Website save to the extent expressly permitted by law.
- (c) The copyright in all material contained in the Website including all information, data, text, images, computer generated images and software is owned by or licensed to Deanta. You have no rights to copy, reproduce and/or publish any material from the Website. All rights are reserved. All material on the Website is for information only. It is not advice and accordingly is provided "as is" without warranty or representation of any kind.
- (d) The Website may contain links to websites or apps operated by third parties. Deanta does not have any influence or control over any such third-party websites or apps and is not responsible for and do not endorse any third-party websites or apps or their availability or content.
- (e) Deanta accepts no responsibility for adverts contained within the Site. If you agree to purchase goods and/or services from any third party who advertises on the Site, you do so at your own risk. The advertiser, and not us, is responsible for such goods and/or services and if you have any questions or complaints in relation to them, you should contact the advertiser.
- (f) We will use reasonable endeavors to make the Website available at all times. However, there may be occasions when access to the Website may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We reserve the right to remove any Products or features from the Website for any reason.

13. Marketing Materials and Display Materials

- (a) Under these Conditions, Deanta grants the Customer a licence to distribute Marketing Materials and to use Display Materials at their normal place of business. The Customer must ensure that the Display Materials are installed with all due skill and care and in accordance with any instructions provided to it. The Customer shall indemnify Deanta from and against any claim received by Deanta as a result of any failure by the Customer properly and safely

- to install and keep safe the Display Materials.
- (b) Providing the Customer complies with these Conditions, we will provide the Customer with such Marketing Materials and Display Materials as we reasonably determine, through your sales representative. The Display Materials will remain property of Deanta unless the Customer has paid for them.
 - (c) The Customer must not alter any of our Marketing Materials without (i) submitting to us details of all changes you plan to undertake and all materials you propose to use; and (ii) receiving written approval from our Marketing department for any changes. The Customer may make the changes only once approval has been received.
 - (d) The Customer must only use the Display Materials for the Products, and only for their intended purpose.
 - (e) The Customer may not sell, resell or dispose of any Display Materials without our prior written approval.
 - (f) We retain the right to visit, view and remove our Marketing Material and Display Materials at any time. If you have paid for any Display Materials, we shall refund you the sum paid less any costs to reflect any damage to the Display Materials.
 - (g) If on collection of any Display Materials we reasonably determine that they have been damaged and cannot be re-used for display purposes, the Customer shall pay our standard fee for the display doors, and our cost price for the door display stands.

14. General

- (a) The Contract may not be assigned by the Customer without Deanta's prior written consent.
- (b) Notices must be in writing to Deanta's or the Customer's address and are deemed delivered on the first Working Day after sending by hand or on the third Working Day after being placed prepaid in the first-class post to the Customer's or Deanta's address.
- (c) No failure by Deanta to enforce any provision of the Contract shall be construed as a release of its rights relating thereto or to sanction any further breach.
- (d) If any provision of the Contract is found to be invalid or unenforceable it shall have effect to the maximum extent permitted by law, or, if not so permitted, shall be deemed deleted.
- (e) The provisions of Conditions 7, 10, 11, 12, 13 and 14 shall survive any termination of the Contract.
- (f) The Customer must advise Deanta of any change in trading style, address or company status in writing and may be required to re-submit an account application form.

15. Governing Law

- (a) The Contract shall be governed by and construed in accordance with the laws of England and the English courts shall have exclusive jurisdiction in relation to any dispute under the Contract.

16. Covid 19 Pandemic

- (a) During the Covid19 pandemic, Deanta's normal ways of working have changed. In particular, delivery drivers are unable to go inside a property. Therefore, all deliveries will be kerbside and accordingly, you should ensure that there are at least two people to carry the Products into the property. In addition, signatures are not required on delivery. The Customer must procure that the recipient asks that the delivery driver notes any defects in the Products on the POD in accordance with Condition 7 below, or photograph can be used in place.
- (b) The provisions of Condition 16(a) above shall override any conflicting provisions in the Contract until Deanta

- determines that such provisions are no longer required.
- (c) Notwithstanding the Covid 19 pandemic and the closure of work places, all invoices remain due and payable in accordance with the Contract.