

Our Terms and Conditions of Supply

1. ABOUT US

- 1.1. **Company details.** 3WM Limited company number 06501980 (we and us) is a company registered in England and Wales and our registered office is at Melford House, 65 Mill Gate, Newark, Nottinghamshire, NG24 4TU. Our VAT number is 931085048. We operate the website www.3wm.co.uk.
- 1.2. **Contacting us.** To contact us telephone our customer service team at 01636 557421 or email sales@3wm.co.uk.
- 1.3. **Are you a business customer?** We only sell to business customers. Consumers purchasing from our website accept that we supply to businesses and these terms are not designed to incorporate consumer rights.

2. OUR CONTRACT WITH YOU

- 2.1. **Our contract.** These terms and conditions (Terms) apply to the order by you and supply of Product(s) by us to you from our website (Contract). No other terms are implied by trade, custom, practice or course of dealing. By placing an order on our website, you are agreeing to be bound by these terms and conditions. Although we may supply limited assembly services to you as detailed in the sales acknowledgement, these are ancillary to our supply of goods to you. On that basis, our entire contract is treated as a sale of goods contract.
- 2.2. **The term "Products".** When we use the term "Products" we mean both the goods and any assembly services that we will supply to you, as set out in your sales invoice.
- 2.3. **Entire agreement.** The Contract and Privacy Policy form the entire agreement between us in relation to their subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3. PLACING AN ORDER AND ITS ACCEPTANCE

- 3.1. **Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the product(s) specified in the order (Products) subject to these Terms.

- 3.2. **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.
- 3.3. **Your authority.** By placing an order via our site, you warrant that you have the necessary authority to bind any business on whose behalf you purchase Product(s) through our site.
- 3.4. **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.5.
- 3.5. **Accepting your order.** We will confirm our acceptance to you by sending you an email that confirms that the Product(s) have been dispatched (Dispatch Confirmation). The Contract between you and us will only be formed when we send you the Dispatch Confirmation.
- 3.6. **If we cannot accept your order.** If we are unable to supply you with the Product(s) for any reason, we will inform you of this by email or telephone and we will not process your order until we have contacted you. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the Product or because we are unable to meet a delivery deadline you have specified. If you have already paid for the Product(s), we will refund you the full amount including any delivery costs charged as soon as possible.
- 3.7. **Your order number.** We will assign an order number to your order and tell you what it is when we send an order acknowledgement. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.8. **We only sell to the UK.** Our website is solely for the promotion of our products in the UK.

Unfortunately, we do not accept orders from addresses outside the UK.

4. OUR PRODUCTS

- 4.1. **Product(s) may vary slightly from their pictures.** The images of the Product(s) on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Product(s). The colour of your Product(s) may vary slightly from those images.
- 4.2. **Product(s) packaging may vary.** The packaging of your Product(s) may vary from that shown on images on our site.
- 4.3. **We reserve the right to amend the specification** of the Product(s) if required by any applicable statutory or regulatory requirement.

5. RETURN AND REFUND – CHANGE OF MIND WITHIN 14 DAYS OF DELIVERY

- 5.1. **Right to change of mind.** You may cancel the Contract and receive a refund at our discretion, if you notify us prior to dispatch or if after delivery, as set out in clause 5.3 within 14 days of your receipt of the Product(s). The Product(s) must be in an entirely resaleable condition in their original unopened and unmarked manufacturer's packaging. If you qualify for a refund, your refund will be processed as soon as possible once we have notification that the Product(s) have been received at our partner's warehouse.
- 5.2. However, this cancellation right does not apply in the case of unreturnable Products which are clearly identified as such in our Products details. These include but are not limited to:
 - 5.2.1. Bespoke Products made to a customer's specification;
 - 5.2.2. Products liable to deteriorate or expire rapidly including, without limitation, sealed ink or toner cartridges that have become unsealed after delivery;
 - 5.2.3. Dated Products after December 10th of the previous year;
 - 5.2.4. Certain items of furniture.
- 5.3. **Returns process.** To return a Product, you must contact us to obtain a returns reference number. No returns will be accepted without prior agreement. If your return is accepted we

will email you to confirm this and provide you with a returns reference number. You can also email us at cs@3wm.co.uk or contact our Customer Services team by telephone on 01636 557421 or by post to Melford House, 65 Mill Gate, Newark, Nottinghamshire, NG24 4TU. If you are emailing us or writing to us please include your order number to help us to identify it. Your cancellation is effective from the date you receive a returns reference number from us.

- 5.4. **If your return is accepted**, we will arrange collection free of charge and at our discretion may offer a full refund subject to an inspection of the product(s) at one of our partners' warehouses. You will not be credited until after this inspection has taken place.
- 5.5. **If the inspection establishes that the Product(s) returned are not in an entirely resaleable condition**, we reserve the right to reject the Product(s) or accept the Products and apply a 20% restocking fee at our discretion. If payment has already been made, this will be deducted from your refund. If payment is still due, a credit note for 80% of the original price of the Product(s) returned will be issued.

6. RETURN AND REFUND – CHANGE OF MIND BETWEEN 15-30 DAYS OF DELIVERY

- 6.1. The returns process detailed at clause 5.3 will apply to returns notified between 15 to 30 days inclusive. However, a 20% restocking fee will be charged. If payment has already been made, this will be deducted from your refund. If payment is still due, a credit note for 80% of the original price of the Product(s) returned will be issued.

7. RETURN AND REFUND – RIGHT TO REJECT DEFECTIVE PRODUCT(S)

- 7.1. **Defective products.** If your Product is delivered with apparent material defects you must give us notice in writing within 5 working days of receiving the Product(s). Clause 7.7 will apply.
- 7.2. If the defect is not immediately apparent. We warrant that on delivery, and for a period of 30 days from the date of delivery (warranty period), any Products shall:
 - 7.2.1. conform in all material respects with their description; and

7.2.2.be free from material defects in design, material and workmanship.

7.3. Subject to clause 7.5, if:

7.3.1.you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 7.2;

7.3.2.we are given a reasonable opportunity of examining such product at one of our partners' warehouses; and

7.3.3.you arrange a collection time with us, we shall, issue you with a returns reference number and at our option, repair or replace the defective product, or refund the price of the defective product in full, after an inspection in accordance with clause 7.7 has taken place.

7.4. **Manufacturer's warranty period.** As we supply such a wide variety of Products to our Customers we ask you contact us to discuss the warranty period on any particular Product. The warranties we give will be dependant on arrangements with our manufacturers.

7.5. We will not be liable for a Product's failure to comply with the warranty in clause 7.2 if:

7.5.1.you make any further use of such Product after giving a notice in accordance with clause 7.3.1;

7.5.2.the defect arises because you failed to follow our oral or written instructions as to the storage, use or maintenance of the Product or (if there are none) good trade practice;

7.5.3.you (either personally or via any person not authorised in writing by us) alter or repair, or attempt to alter or repair, the Product without our written consent; or

7.5.4.the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal usage conditions.

7.6. **Picking errors and shortages.** If picking errors or shortages have occurred in your order you must give us notice in writing within 3 working days of receiving the Product(s). We will issue you with a returns reference number and we may refund the price of the Product(s), after an inspection in accordance with clause 7.7 has taken place.

7.7. **Return process.** The return of Products under clause 7.1, 7.2 and 7.6 will be arranged by us free of charge. We will provide you with a returns reference number and arrange for the

Product(s) to be collected from the address to which they were delivered. We or one of our partners will contact you to arrange a suitable time for collection. The Product(s) will be inspected at one of our partners' warehouses and if the Products are found to be defective or incorrect, we will refund the price of the Product(s) together with any applicable VAT and delivery charges via your original payment method, offer you a credit note if you have a credit account with us or arrange for the replacement of the Product(s) with you.

8. DELIVERY, TRANSFER OF RISK AND TITLE

8.1. **When we will provide the Product(s).** We will contact you with an estimated delivery date, which will depend on the service selected and the Product being supplied. You acknowledge our suppliers may deliver the Product(s) to you directly at any time between 9am and 5.30pm on a business day. Occasionally our supplier's delivery to you may be affected by an Event Outside Our Control. See clause 16 (Events outside our control) for our responsibilities when this happens.

8.2. **When you become responsible for the Product(s).** Delivery is complete once the Products have been unloaded at the address for delivery ("Delivery Location") set out in your order and the Product(s) will be at your risk from that time. Regarding delivery of furniture, see clause 8.3.

8.3. **Delivery of furniture.** Delivery of furniture is complete when the Products have been unloaded onto the curb side ("Delivery Point") unless we have agreed to provide an assembly service to you as detailed in the sales acknowledgement. You will be responsible for arranging transportation of the furniture from the Delivery Point to the desired location. You are responsible for ensuring access for a HGV Vehicle or contacting us if alternative arrangements are required.

8.4. **When you own the Product(s).** You own the Product(s) once we have received payment in full, including of all applicable delivery charges. Until title to the Product(s) has passed you shall maintain the Product(s) in satisfactory condition. At any time before title to the Products passes to you, we may require you to deliver up all Products in your possession and if you fail to do so promptly, we reserve the right

to enter any of your premises where the Products are stored in order to recover them.

8.5. **We are not responsible for delays outside our control.** If we fail to deliver the Product(s), our liability is limited to the cost of obtaining replacement Products of a similar description and quality in the cheapest market available, less the price of the Product(s). However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.

8.6. **If you do not re-arrange delivery.** If you fail to take delivery within 14 days after the day on which we notified you that the Products were ready for delivery, we reserve the right to resell part of, or all the Products and after deducting any reasonable storage and selling costs, account to you for any excess over the price of the Products or charge you for any shortfall below the price of the Products.

9. NO INTERNATIONAL DELIVERY

9.1. Unfortunately, we do not deliver to addresses outside the UK.

10. PRICE OF PRODUCTS AND DELIVERY CHARGES

10.1. **Where to find the price for the Product.** The prices of the Product(s) will be as quoted on our site at the time you submit your order or if we have agreed an alternative price with you, as stated in your specific contract. We use our best efforts to ensure that the prices of Product(s) are correct at the time when the relevant information was entered onto the system. However, please see clause 10.4 for what happens if we discover an error in the price of the Product(s) you ordered. Prices for our Product(s) may change from time to time, but changes will not affect any order for which you have already received the Dispatch Confirmation.

10.2. **We will pass on changes in the rate of VAT.** The price of Product(s) excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date we supply the Product(s), we will adjust the VAT you pay, unless you have already paid for the Product(s) in full before the change in VAT takes effect.

10.3. **Delivery charges.** The price of the Product(s) may not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order. To check relevant delivery charges, please refer to our **Delivery Charges page**.

10.4. **What happens if we got the price wrong.** We sell a large number of Products through our site. It is always possible that, despite our best efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

10.4.1. where the Products' correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you; and

10.4.2. if the Products' correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Products at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Products and refund you any sums you have paid.

11. ASSEMBLY SERVICES

11.1. **If we cannot gain access** for us to perform ancillary services due to your act or omission. If we have agreed to supply assembly services to you as detailed in the sales invoice, you will have certain responsibilities set out in 11.2 below. Failure to comply with these may mean we are prevented from providing the assembly services. If, despite our reasonable efforts, we are unable to re-arrange access to the site to assemble the Product(s) we may end the contract under clause 17 and/or charge you for any additional costs incurred by us as a result.

- 11.2. **Your responsibilities.** For large consignments you are required to ensure the site is accessible for a HGV vehicle. This will be highlighted on the product order page and on the order acknowledgement. It is your responsibility to ensure adequate access to allow for a two-man team to reasonably transport the furniture to the desired installation location without machinery. For example, this could include access to an elevator.

12. HOW TO PAY

- 12.1. **Payment methods we accept.** You can pay for Products using a debit card, credit card, BACS or by creating a credit account with us. We accept all major payment methods other than American Express. Payment must be made in GBP.
- 12.2. **Where payment has been made in advance.** Where payment for the Product(s) and all applicable delivery charges has been made in advance, we will charge your debit card or credit card at the point of purchase.
- 12.3. **Credit facilities.** If you have a credit account with us, payment must be received by us within 30 days of the end of the month the invoice was dated (Net 30). If you fail to make payment when it is due, we may withdraw your credit facility with immediate effect on giving you notice in writing.
- 12.4. Time of payment shall be of the essence of the contract. If we do not receive payment within the agreed timescale, we reserve the right to cancel our contract with you in accordance with clause 15.
- 12.5. Interest shall accrue. If you fail to make any payment due to us by the due date for payment, then, without limiting any other remedies available to us, we reserve the right to charge interest on the overdue amount at the rate provided in the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

13. MANUFACTURER'S GUARANTEE

- 13.1. Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee

provided with the Products. If you would like clarification, please contact us.

14. OUR LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 14.1. **No liability to the end customer.** We only supply the Products for internal use by your business. If you decide to re-sell the Products you shall indemnify and hold us harmless from and against any and all liability to such End Customer.
- 14.2. **We do not exclude or limit in any way our liability** to you where it would be unlawful to do so. Nothing in these Terms limits or excludes our liability for:
- 14.2.1. death or personal injury caused by our negligence;
- 14.2.2. fraud or fraudulent misrepresentation;
- 14.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 14.2.4. any other liability that cannot be limited or excluded by law.
- 14.3. **We are not liable for certain losses.** Subject to clause 14.2, we will under no circumstances be liable to you for:
- 14.3.1. any direct or indirect loss of profits, sales, business, or revenue; or
- 14.3.2. direct or indirect loss or corruption of data, information or software; or
- 14.3.3. direct or indirect loss of business opportunity;
- 14.4. **Total liability.** Subject to clause 14.3, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed 100% of the price of the Products.
- 14.5. **Except as expressly stated in these Terms,** we do not give any representations, warranties or undertakings in relation to the Product(s). Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

15. TERMINATION

- 15.1. Without limiting any of our other rights, we may suspend the supply or delivery of the Product(s) to you, or terminate the Contract

with immediate effect by giving written notice to you if:

- 15.1.1. you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;
 - 15.1.2. you fail to pay any amount due under the Contract on the due date for payment;
 - 15.1.3. you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - 15.1.4. your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 15.2. Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
- 15.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

16. EVENTS OUTSIDE OUR CONTROL

- 16.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).
- 16.2. If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- 16.2.1. we will contact you as soon as reasonably possible to notify you; and
 - 16.2.2. our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 16.3. You may cancel the Contract affected by an Event Outside Our Control. To cancel please contact us. If you opt to cancel, we will collect any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

17. OTHER IMPORTANT TERMS

17.1. Assignment and Transfer

- 17.1.1. We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you by posting on this webpage if this happens.
- 17.1.2. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

- 17.2. **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

- 17.3. **How will we use your personal information.:** We will only use your personal information as set out in our PRIVACY POLICY.

- 17.4. **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

- 17.5. **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

- 17.6. **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

- 17.7. **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.