

General Internet Terms & Conditions of Sale

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE

1. Format of the Contract

1.1 These terms of sale apply to all goods supplied by M&M Picture Frame Mouldings Ltd, whose registered trademark is Pinewrap®, whose registered office is at Humber Road, Barton Upon Humber, North Lincs. DN18 5BN registered in England and Wales No. 3077767 (the "Supplier", or "we", or "our").

1.2 Any order placed by you for goods advertised on our website is an offer by you to purchase the goods selected in your order. No contract exists between you and us for the sale of any goods until we have received your order and accepted it (which we may do at our discretion).

1.3 We will send you an order acknowledgement shortly after you place your order, notifying you that we have received your order. This acknowledgement is not notification that we have accepted your order.

1.4 If we accept your order, we will notify you by email that we have accepted it prior to dispatch of the goods. If we cannot accept your order (for example (but without limitation) because the goods are found to be unavailable) we will notify you by telephone or email.

1.5 In the event that, after we accept your order, we discover that the goods ordered are unavailable or that there was a pricing error on our website in respect of the goods ordered, we reserve the right not to supply the goods ordered and to offer you a refund or alternative goods in accordance with conditions 2.2 to 2.4 below.

1.6 The contract is subject to your right of cancellation (see condition 7 below).

1.7 We have the right to terminate the contract if the price of the goods is not received from you in cleared funds (in accordance with condition 3.1).

1.8 The Supplier may change these terms of sale without notice to you in relation to future sales.

2. Description and price of the goods

2.1 The description and price of the goods you order will be as shown on the Supplier's website at the time you place your order.

2.2 If after acceptance of your order we discover within 14 days of such acceptance that all of the goods are unavailable, we may terminate the contract and refund or re-credit you within 7 working days for any sum that has been paid by you or debited from your credit card for those goods. In these circumstances, we will inform you as soon as possible.

2.3 If within 7 days of our acceptance of your order we discover that some but not all of the goods are unavailable, we will no longer supply those unavailable goods. In these circumstances we will contact you detailing the goods that are unavailable and offer you the option of cancelling the whole order or amending your order to substitute the unavailable items with alternative goods. If you have not cancelled the order within 14 days of receipt of such notice, we will deliver the available goods in accordance with condition 4 below. We will refund or re-credit you for any sum that has been paid by you or debited from your credit card in respect of the unavailable goods or cancelled order (if you have cancelled it).

2.4 Every effort is made to ensure that prices shown on the Supplier's website are accurate at the time you place your order. If within 14 days of accepting your order a pricing error is found in respect of any or all of the goods you have ordered, we will notify you as soon as possible detailing the mis-priced goods and offering you the option of:

2.4.1 placing a new order at the correct price for those goods;

2.4.2 cancelling the whole of your order; or

2.4.3 cancelling your order for the mis-priced goods and reconfirming your order for the correctly priced goods.

If, within 14 days of receipt of our notice to you, you have not responded by selecting one of the available options at conditions 2.4.1 to 2.4.3 above then:

(a) if all of the goods you have ordered are found to be mis-priced, the entire order will be

cancelled automatically and the Supplier will refund or re-credit you for any sum you have paid for those goods; or

(b) if only some of the goods you have ordered are found to be mis-priced, our contract with you continues and we will deliver the correctly priced goods but we will not be obliged to supply you with the mis-priced goods. In these circumstances we will refund or re-credit you for any sum you have paid for the mis-priced goods.

2.5 To avoid any doubt, where goods are unavailable and you order alternative goods from us, or where goods have been mis-priced and you subsequently order such goods at the correct price, these terms of sale shall apply to the order and the supply of the relevant goods, whether the order is placed through our website or otherwise.

2.6 In addition to the price, you may be required to pay a delivery charge for the goods, details of which are clearly displayed on our website at the point that you place your order.

2.7 Grade A Goods are "Factory Reconditioned" to the Manufacturers original specification. All goods supplied are 30 day high street store (30 days) returned products. With grade A stock there is always a chance that there may be a minor cosmetic mark, Considering the price however these are considered to be very minor and will not affect performance of the product. These items are sold-as-seen and non returnable / non refundable.

3. Payment

3.1 Payment for the goods and delivery charges can be made by any method shown on the Supplier's website at the time you place your order. Payment shall be due before the delivery date and time for payment shall be a fundamental term of this agreement, breach of which shall entitle the Supplier to terminate the contract immediately.

3.2 There will be no delivery until cleared funds are received (with the exception of business accounts where we have agreed credit facilities with you).

3.3 Payments shall be made by you without any deduction whatsoever unless you have a valid court order requiring an amount equal to such deduction to be paid by the Supplier to you.

3.4 Payment for net 30 credit accounts are to be made in full 30 days from date of invoice to Pinewrap® Sort code: 60-14-27 account number 40049655. Payments are to be made payable to Pinewrap®. Failure to comply to credit agreement will result in suspension of credit account facility and legal action.

4. Delivery

4.1 The goods you order will be delivered to the address you give when you place your order, except that some deliveries are not made outside the United Kingdom.

4.2 Orders placed before 5.00 pm on a working day will be processed that day and will be delivered as per the requested delivery option provided no additional security checks are required and all stock items are available. (A working day is any day other than weekends and bank or other public holidays.)

4.3 If delivery cannot be made to your address for reasons under the Supplier's control the Supplier will inform you as soon as possible.

4.4 If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under control of the Supplier) then without prejudice to any other right or remedy available to the Supplier, the Supplier may:

4.4.1 store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage; or

4.4.2 sell the goods at the best readily obtainable price and either (a), where you have not already paid for the goods in question, account to you (after deducting all reasonable storage and selling expenses) for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods or (b), where you have already paid for the goods in question, account to you (after deducting all reasonable storage and selling expenses) for any proceeds received.

4.5 If you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations the Supplier shall refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods (excluding carriage charges). On exercising your right to cancel you shall be required to return the goods to the Supplier. Should

you fail to return the goods, the Supplier reserves the right to deduct any direct costs incurred by the Supplier in retrieving the goods as a result of such failure.

4.6 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you of any delay as soon as possible and will give you the option of cancelling your order at this point.

4.7 Upon receipt of your order you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

5 Risk/Title

5.1 The goods are at your risk from the time of delivery.

5.2 Ownership of the goods shall not pass to you until the Supplier has received in full (in cleared funds) all sums due to it in respect of:

5.2.1 the goods, and

5.2.2 all other sums which are or which become due to the Supplier from you on any account.

5.3 The Supplier shall be entitled to recover payment for the goods even though ownership of any of the goods has not passed from the Supplier.

6. Title for Business Customers

6.1 If you are a business customer until ownership of the goods has passed to you, you must:

6.1.1 store the goods (at no cost to the Supplier) separately from all your other goods and goods of any third party in such a way that they remain readily identifiable as the Supplier's property;

6.1.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; maintain the goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request you shall produce the policy of insurance to the Supplier; and

6.1.3 hold the proceeds of the insurance referred to in condition 6.1.2 on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

6.2 If you are a business customer your right to possession of the goods shall terminate immediately if:

6.2.1 you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or

6.2.2 you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

6.2.3 you encumber or in any way charge any of the goods.

7. Your right of cancellation

7.1 You have the right to cancel the contract at any time up to 10 days after you receive the goods (see below). Please note that this policy has some limitations and does not apply to business customers.

7.2 To exercise your right of cancellation, you must give written notice to the Supplier by e-mail, post or the enotes section of our website, giving details of the goods ordered and (where appropriate) their delivery. Verbal notification or notification by phone is not sufficient.

7.3 Except in the case of faulty or misdescribed goods, if you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for providing relevant photographic evidence and returning the goods to the Supplier at your own cost. The goods must be returned to the address shown within the Returns online section of the Supplier's website. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit. In the case of faulty or misdescribed goods the Supplier shall, after receiving notification in accordance with condition 8, either collect the goods from you or ask you to return the goods to the Supplier in accordance with the Supplier's Returns procedure (see condition 12 below).

7.4 Once you have notified the Supplier that you are cancelling the contract, the Supplier will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods (excluding any carriage charges).

7.5 Except in the case of faulty or misdescribed goods, if you do not return the goods as required, the Supplier may charge you a sum not exceeding the direct costs of recovering the goods.

7.6 You do not have the right to cancel the contract if the order is for bespoke goods which has been unsealed by you, or for consumable goods which, by their nature, cannot be returned, save where a fault is discovered which could not have been discovered otherwise than by unsealing the goods.

8. Defective Goods

8.1 If new goods develop a defect, you should follow the Supplier's Returns procedure (see condition 12 below). In the event of a valid claim for a defect in the new goods, where clauses 8.2 or 8.3 do not apply, the Supplier will (at its option) either:

8.1.1 replace those goods, if the Supplier has available the same goods at the same price;

8.1.2 repair those goods; or

8.1.3 refund or re-credit you the sum you have paid for the relevant goods within 30 days of the date that the relevant goods are returned (excluding any carriage charges) in accordance with the Supplier's Returns procedure (see condition 12 below).

8.2 Wherever possible, Grade A, previously used or owned goods ("Used Goods") will be highlighted as being such on our website at the time you place your order. All Grade A and Used Goods supplied by us are sold-as-seen and non returnable / non refundable.

8.3 The conditions 8.1 and 8.2 above do not apply and will not be held liable for any defect in the Products arising from your negligence, damage caused by you or third parties, accident, use otherwise than in accordance with its intended use, weathering, sabotage, failure to follow manufacturers or our instructions or any alteration or repair carried out without our written approval.

8.4 If the Products are damaged on delivery, incomplete or not what you ordered, please take the relevant photographic evidence and notify us via email or the enotes section of the Website straight away and in any event within 48 hours of you becoming aware of the fault and return the Products to us within 5 days of such notification from you by following our Returns online procedure. At our option we will repair or replace the Product or refund its cost to you and reimburse your reasonable returns cost up to a maximum amount of £5. You should keep your postage receipt.

8.5 Please note that any Products returned to us which you claim to be defective will be checked and verified by our technicians. Any returned Products that are not found to be defective will be returned to you and we shall charge you for the returned transport costs via your original payment method or hold the Product until full payment has been received by us for the return transport costs.

8.6 Any Products that you return to us are returned at your own risk, therefore we strongly advise all customers to take reasonable care when returning any Products to us by ensuring the Products are correctly addressed, adequately packed and carried by a reputable carrier using a traceable delivery method.

8.7 If you opt to exchange the Products, any additional payments required will be taken from you using the same payment method as for the original purchase made by you.. Replacement Products will not be despatched until such payment has been received.

9. Limitation of Liability

9.1 Subject to 9.2 below, if you are a consumer the Supplier shall not be liable to you for any loss or damage in circumstances where:

9.1.1 there is no breach of a legal duty owed to you by the Supplier or by its employees or agents;

9.1.2 such loss or damage is not a reasonably foreseeable result of any such breach;

9.1.3 any increase in loss or damage resulting from breach by you of any term of this contract.

9.2 Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.

9.3 If you are a business customer the Supplier shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

9.3.1 loss of business; loss of data; loss of profits; loss of goodwill; loss of anticipated savings or loss of revenue even when advised of the possibility; or

9.3.2 any indirect or consequential losses, liabilities or costs.

9.4 If you are a business customer then the aggregate liability of the Supplier (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to you for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the goods in question.

9.4 The supplier shall not be liable for claims of any nature brought on from the neglect of third parties including, but not limited to couriers, carriage and / or haulage company's.

10. Data Protection

The Supplier will take all reasonable precautions to keep the details of your order and payment secure but unless the Supplier is negligent, the Supplier will not be liable for unauthorised access to information supplied by you.

11. Images

Product images are for illustrative purposes only and may differ from the actual product. We will not be held liable for colour mismatches due to screen resolution differences.

12. Returns

12.1 For all details of the Supplier's returns policy and procedures please see the section 'Returns' in the 'My Account' section of the website.

12.2 In particular, please note that any items returned to us which you claim to be faulty or incomplete are checked and verified by our technicians. Any returned items that are found not to be faulty or incomplete will be returned to you and we shall be entitled to charge you for the return carriage costs via your original payment method. In the event that your credit card has expired, or is declined we will hold the item(s) until full payment has been made for the return carriage.

12.3 Any items that you return to us are at your own risk, therefore we strongly advise all our customers to take reasonable care when returning any items to us for example, by ensuring the goods are correctly addressed, adequately packaged, and carried by a reputable carrier using a traceable method of delivery.

13. Governing Law and Jurisdiction

These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract.

14. Price Comparison Information

The price comparison information displayed by Pinewrap® is derived from software owned by a third party. Whilst the information is understood to be correct and is provided in good faith to assist you and enhance your shopping experience Pinewrap® accepts no responsibility for inaccurate or incomplete information.

Pinewrap® does not warrant that product descriptions, pricing, editorial commentary or any other

content displayed by it and derived from the price comparison software is accurate, complete, reliable, current or error-free.

Pinewrap® does not accept responsibility for the content or services of any other websites which appear within the price comparison information displayed or for any goods purchased from such websites.

The price comparison information displayed is checked daily and updated. You can check the accuracy of the data by visiting the sites referred to and should consider doing so in circumstances where price is a critical purchase factor. Comments concerning the price comparison facility we offer should be addressed to pricecomparison@pinewrap.com

Terms and Conditions - Business Sales only

1. General

1.1 This Website is owned by M&M Picture Frame Mouldings Ltd, whose registered trademark is Pinewrap®, a company registered in England (company number 3077767) with a registered office at Humber Road, Barton Upon Humber, North Lincs. DN18 5BN ("we", "us").

1.2 You are registered with us as a business customer and these are the Terms and Conditions of sale that apply to transactions between you and us.

1.3 By purchasing any products (the "Product(s)") and by using this Website you acknowledge that you have read and you agree to be bound by and comply with these Terms and Conditions.

2. Purchase of Products

2.1 The placing of a Product on our Website is an invitation to accept offers for such Product and is not an offer to sell at the listed price nor is it binding on us. We are under no obligation to accept your order (whether or not the order has been confirmed and the credit card been charged).

2.2 We will acknowledge by e-mail your order for a Product at the time you place your order. We will then notify you within 5 days of such email whether we have accepted your order. At the same time if we have accepted your order we will notify you of delivery dates.

2.3 Any order (whether or not accepted) is subject to availability of the Product. If the Product becomes unavailable prior to delivery we will notify you within 14 days of acceptance of your order and give you the choice of cancelling the order and receiving a refund or of purchasing an alternative product ("Alternative Product"). If payment has been taken for the Product and you have cancelled the order we will issue a refund within 7 days of receiving notification of cancellation of the order. If you choose to purchase an Alternative Product these Terms will apply. If payment has been taken for the cancelled order we will refund to you any overpayment or take payment for any underpayment.

2.4 In the event a Product is listed at an incorrect price due to an error, we will notify you within 14 days of accepting your order of the correct price by e-mail and we will give you the choice of either purchasing the Product at the correct price or cancelling your order. If you confirm you want to purchase the Product at the corrected price we will deliver the Product to you. If payment has been taken for the Product and you cancel your order we will, on return of the Product (if the Product has been sent out) issue a refund within 7 days of such return or notice of cancellation (where no Product has been sent out). If only some of the Products you ordered are mispriced that will not affect the order in relation to any Products which were priced correctly and we will deliver these Products to you in accordance with these Terms.

2.5 Product described as Grade A has been "Factory Reconditioned" to the Manufacturers original specification but may be subject to cosmetic defect, which will not affect performance of the product. By agreeing to purchase Grade A product you accept the nature of the defects inherent in such Product. Grade A products are non returnable / non refundable.

3. Delivery

3.1 The Products will be delivered to the address you give when you place your order however we reserve the Right not to make deliveries outside the United Kingdom.

3.2 Orders accepted by us before 5.00pm on a working day will be processed that day and we will use reasonable endeavours to meet the requested delivery option on the Website provided no additional security checks are required and all Product is available. (A working day is any day other than weekends and bank or other public holidays).

3.3 Risk in the Products passes to you when the Products are signed for at the delivery address

stipulated in your order. We accept no responsibility for any damage or loss to the Products after risk passes.

3.4 Upon receipt of your order you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

3.5 We will inform you as soon as possible after acceptance if we are unable to deliver the Products to you on the date specified by you and you may agree an alternative delivery period or you may cancel the order. In no event shall we be liable to you for any losses you may have for any delay in delivery and time of delivery shall not be of the essence of the contract.

3.6 If you fail to take delivery of the Products and without prejudice to any other rights and remedies available to us, we may:

- a. store the Products until actual delivery and charge you the reasonable costs (including, without limitation, insurance) of storage;
- b. sell the Products at the best readily obtainable price and either:-
 - i. where you have not already paid for the Products, account to you (after deducting all reasonable storage and selling expenses) for any excess over the price you agreed to pay for the Products or charge you for any shortfall below the price you agreed to pay for the Products; or
 - ii. where you have already paid for the Products, account to you (after deducting all reasonable storage and selling expenses) for any proceeds received.

4. Right to Cancel an Order

4.1 You have the right to cancel the contract at any time up to 5 working days after you receive the Products by notifying us by email to the email address provided.

4.2 If you cancel the contract under 4.1 after the Products have been delivered to you, you must return the Products to us at the address shown within the 'Returns online' section of our Website at your own cost and risk. If you cancel the contract before the Products have been delivered to you and then you receive the Products after cancellation you must not unpack them from their packaging but must immediately send them back to us. In any event you must return the Products to us within 5 working days of notifying us of cancellation under 4.1, or if later, of receiving them. If you do not we shall charge you a sum not exceeding the direct costs of recovering the Products.

4.3 Until you return the Products to us you must keep them in your possession and take reasonable steps to ensure they are not damaged. Provided that we receive the Products within the specified period in the same condition they were in when delivered to you then we will refund you or credit your Trade Account for the Products in question within 7 days of the receipt by us of the Products (excluding any carriage charges).

5. Title

5.1 The Products are at your risk from the time of despatch from our warehouse.

5.2 Ownership of the Products shall not pass to you until we have received in full (in cleared funds) all sums due to us in respect of:

- a. the Products; and
- b. all other sums which are or which become due to us from you on any account.

5.3 We shall be entitled to recover payment for the Products even though ownership of any of the Products has not passed from us.

5.4 Until ownership of the Products has passed to you, you must:

- a. store the Products (at no cost to us) separately from all your other products and products of any third party in such a way that they remain readily identifiable as our property; and
- b. not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; maintain the Products in satisfactory condition and keep them insured on our behalf for their full price against all risks

5.5 Your right to possession of the Products shall terminate immediately if:

a. you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency or we have reason to believe that any of the above are likely to occur; or

b. you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

c. you encumber or in any way change any of the Products.

5.6 You grant to us, our agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where your right of possession has terminated, to recover them. This may incur the breaking and / or damage of property to facilitate the recovery, however, any damages incurred by way of this means of entry shall not be deducted from any sums owed and we will not be held liable under any circumstances, nor in any criminal or civil court that may ensue.

6. Defective Goods

6.1 If new goods develop a defect, you should follow the Supplier's Returns procedure (see condition 12 below). In the event of a valid claim for a defect in the new goods, where clauses 8.2 or 8.3 do not apply, the Supplier will (at its option) either:

6.1.1 replace those goods, if the Supplier has available the same goods at the same price;

6.1.2 repair those goods; or

6.1.3 refund or re-credit you the sum you have paid for the relevant goods within 30 days of the date that the relevant goods are returned (excluding any carriage charges) in accordance with the Supplier's Returns procedure (see condition 12 below).

6.2 Wherever possible, Grade A, previously used or owned goods ("Used Goods") will be highlighted as being such on our website at the time you place your order. All Grade A and Used Goods supplied by us are sold-as-seen and non returnable / non refundable.

6.3 The conditions 8.1 and 8.2 above do not apply and will not be held liable for any defect in the Products arising from your negligence, damage caused by you or third parties, accident, use otherwise than in accordance with its intended use, weathering, sabotage, failure to follow manufacturers or our instructions or any alteration or repair carried out without our written approval.

6.4 If the Products are damaged on delivery, incomplete or not what you ordered, please take the relevant photographic evidence and notify us via email or the enotes section of the Website straight away and in any event within 48 hours of you becoming aware of the fault and return the Products to us within 5 days of such notification from you by following our Returns online procedure. At our option we will repair or replace the Product or refund its cost to you and reimburse your reasonable returns cost up to a maximum amount of £5. You should keep your postage receipt.

6.5 Please note that any Products returned to us which you claim to be defective will be checked and verified by our technicians. Any returned Products that are not found to be defective will be returned to you and we shall charge you for the returned transport costs via your original payment method or hold the Product until full payment has been received by us for the return transport costs.

6.6 Any Products that you return to us are returned at your own risk, therefore we strongly advise all customers to take reasonable care when returning any Products to us by ensuring the Products are correctly addressed, adequately packed and carried by a reputable carrier using a traceable delivery method.

6.7 If you opt to exchange the Products, any additional payments required will be taken from you using the same payment method as for the original purchase made by you.. Replacement Products

will not be despatched until such payment has been received.

7. Prices and Payment

7.1 The prices for the Products and delivery are as set out on the Website at the time of purchase. In addition to the price you may be required to pay a delivery charge for the Products details of which are displayed on our Website.

7.2 You may apply to us in writing to set up a trade account which we may grant or refuse in our absolute discretion ("Trade Account"). If we agree to allow you such an account you must pay for any Products ordered by you within 30 days of date of our invoice. Time for payment is of the essence. If you do not pay on time we may (without prejudice to our other rights and remedies) suspend your account and/or withdraw the Trade Account in our absolute discretion at any time by notifying you in email.

7.3 If you fail to pay us any sum due pursuant to the contract, you shall be liable to pay interest to us on such sum from the due date for payment interest at the rate set out under the Late Payment of Commercial Debts (Interest) Act 1998.

7.4 Payments may also be made by credit or debit card, by BACS transfer or by cheque and we shall not despatch any Products until we receive cleared funds.

7.5 If you pay as set out in clause 7.4, your payment will be processed by a secure connection at the time you place your order on the relevant section of the Website.

8. Limitation of our liability

8.1 Whilst we have taken all reasonable steps to ensure the accuracy and completeness of the information on this Website it is provided on an "as is" basis and we give no warranty and make no representation regarding the accuracy or completeness of the content of this Website. Further, no warranty is given that the Website shall be available on an uninterrupted basis, and no liability can be accepted in respect of losses or damages arising out of such unavailability.

8.2 Access to and use of this Website is at your own risk. We do not warrant that the use of this Website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection. We accept no liability for viruses. We recommend that you take all appropriate safeguards before downloading information or images from the Website.

8.3 In respect of any breach of clause 6 our entire liability shall be limited, to the extent that the cause of action relates to the items purchased on our Website, to (at our option):

a. repairing or replacing the Products; or

b. refunding the amount paid by you in respect of the Products purchased (excluding any relevant carriage charges).

8.4 Subject to clause 8.3 and 8.5 our aggregate liability in respect of all causes of action arising out of or in connection with the Products purchased on our Website or in connection with your use of the Website (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) will not exceed an amount equal to the value of the Products delivered to you under these Terms and Conditions.

8.5 We shall not be liable to you for any loss of profit; or loss of anticipated revenue; or loss of business; or any consequential or indirect loss.

8.6 Notwithstanding anything in these Terms and Conditions we do not exclude liability for:

a. personal injury and death caused by our negligence;

b. fraud; or

c. any liability under the Consumer Protection Act 1987.

8.7 Except for any warranties expressly set out in these Terms and Conditions any warranties, conditions or representations whether implied by statute or otherwise shall be excluded to the fullest extent permitted by law.

9. Images

9.1 Product images are for illustrative purposes only and may differ from the actual product. We will not be held liable for colour mismatches due to screen resolution differences.

10. Links to Third Party Websites

10.1 The use of third party websites is entirely at your own risk. Links contained in the Website will lead to other websites not under our control, and we accept no liability for the content of any linked site or any link contained in a linked site. Links provided on the Website are provided to you only as a convenience and the inclusion of any link does not imply reliability and endorsement by us of the content of any third party's website.

10.2 You are not permitted (nor will you assist others) to set up links from your own websites to the Website (whether by hypertext linking, deep-linking, framing, toggling or otherwise) without our prior written consent, which we may grant or withhold at our absolute discretion.

11. Security

11.1 Our secure server software encrypts all your payment card details. The process scrambles all the information, allowing no unauthorised third party to intercept the data. Your browser will confirm that you are shopping in a secure environment by showing either a locked padlock icon or an image of a padlock next to the payment details in the relevant area of the Website.

12. Complaints Procedure

12.1 We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to contact us at the address in clause 20 . Our aim will always be to deal with your complaint as soon as possible and make every effort to reach a satisfactory conclusion on your behalf in order to retain your valued custom.

13. Intellectual Property

13.1 All Website, design, text and graphics belong to us. All copyright, trade marks and other intellectual property belong to us.

13.2 You are not permitted to use the Website in any way that may infringe the intellectual property rights contained in the Website. This means that you may not adapt, reproduce, publish, upload, extract, alter, store, post, redistribute, reutilise, retransmit or broadcast, all or any of the contents of the Website including but not limited to any trade marks or copyrighted material without our express permission. However, you are permitted to download and print out pages from the Website for the sole purpose of viewing for your own personal information.

14. Entire Agreement

14.1 These Terms and Conditions represent the entire understanding relating to the use of the Website and supersede all other statements, representations or warranties (whether written, made by email or oral) made by us. Nothing in these Terms and Conditions shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently. Any rights not expressly granted in these Terms and Conditions are reserved by us.

15. Severance

15.1 If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court, it will be severed from the rest of these Terms and Conditions which shall remain unaffected.

16. Third Party Rights

16.1 A person who is not a party to this contract is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

17. Force Majeure

17.1 We shall not be liable to you for any delay in, or failure of, performance of our obligations under these Terms and Conditions arising from any cause beyond our reasonable control including any of the following: act of God, terrorism, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

18. Variation

18.1 We may vary these Terms and Conditions in relation to future sales from time to time by publishing new Terms and Conditions on the Website.

19. Law and Jurisdiction

19.1 These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales. Disputes arising in relation to this Website shall be subject to the exclusive jurisdiction of the courts of England and Wales.

20. Contact Details

M&M Picture Frame Mouldings Ltd
Humber Road
Barton Upon Humber
North Lincs. DN18 5BN
Tel: 08703 60 70 70
Fax: 087030 60 80 80
E: sales@pinewrap.com