

**WEBSITE TERMS AND CONDITIONS - WHERE THE
"DISTANCE SELLING" REGULATIONS DO NOT APPLY**

**STANDARD TERMS AND CONDITIONS OF BUSINESS AND OF WEBSITE USE OF
ROBERTS ROLLING QUILT WALL LLP - ONLY FOR USE IN RELATION TO EITHER:
(a) "FACE-TO-FACE" SALES,
OR
(b) SALES TO BUSINESSES IN THE EUROPEAN UNION ("EU"),
OR
(c) SALES TO INDIVIDUALS / BUSINESSES OUTSIDE THE EU**

PREAMBLE

These terms and conditions of business ("Terms and Conditions") of Roberts Rolling Quilt Wall LLP apply to sales which are made between Roberts Rolling Quilt Wall LLP and its customers where such customers are either:

- (a) dealing with Roberts Rolling Quilt Wall LLP personnel on a "face-to-face" basis; or
- (b) based in the EU and are businesses; or
- (c) based outside the EU and are either individuals or businesses.

(N.B.: Different terms and conditions of business would apply to so-called "Distance Selling" sales.)

As we rely on these Terms and Conditions, please take time to read them before ordering from us (and print a copy for your reference) because they form part of the Agreement you make with us. This is to avoid misunderstandings as to what we and you are expected to do.

1 DEFINITIONS

In this document, the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of the Sale Agreement ("Sale Agreement") to which they are attached and of which they form part;
- 1.2 "Customer" means the person or organisation who / which purchases the goods ("Goods") from the Supplier;
- 1.3 "Goods" means the item or items of quilt-designing equipment (each of which items may be referred to as a "Roberts Rolling Quilt Wall") to be purchased by the Customer from the Supplier;
- 1.4 "Intellectual Property Rights" means all trade marks, copyright, know-how, patents, registered and unregistered designs and all other forms of intellectual property wherever in the world enforceable;
- 1.5 "Sale Agreement" means the written statement describing the Goods to be provided by the Supplier, the quantity of Goods ordered and the price of such Goods; together with these Terms and Conditions, the Sale Agreement forms the Agreement between the parties;
- 1.6 "Supplier" means Roberts Rolling Quilt Wall LLP, a Limited Liability Partnership registered in England and Wales, having its place of business at Eastwell House, Hook Heath Road, Woking, Surrey, GU22 0DT, having its registered office at 8 Eastway, Sale, Cheshire, M33 4DX and having registration number OC374307; Supplier can be contacted at: mary@eastwell-house.co.uk or +44 (0) 7715 311115.
- 1.7 "Terms and Conditions" means these standard terms and conditions of business of Roberts Rolling Quilt Wall LLP.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all Agreements for the supply of Goods by Supplier to Customer made in any of situations "(a)", "(b)" or "(c)" described above in the Preamble.
- 2.2 When the Customer applies to place an order for the Goods, the Supplier shall provide the Customer with access to the Sale Agreement; the Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Sale Agreement and / or of the Terms and Conditions; all Sale Agreements shall be subject to these Terms and Conditions.
- 2.3 The Supplier shall use all reasonable endeavours to supply the Goods within a verbally-estimated time-frame which would normally be within 30 (thirty) days of forming the Agreement, but the parties agree that time shall not be of the essence in the performance of the Agreement.
- 2.4 Once the Sale Agreement has been signed by both parties, the Agreement forms a binding contract between the parties.
- 2.5 Supplier has absolute discretion to return Customer's payment and decline Customer's order for any reason it shall deem appropriate.
- 2.6 In these Terms and Conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

3 PRICE AND PAYMENT

- 3.1 The price of the Goods is that set out in the Sale Agreement; in addition, the Customer must pay shipping charges and / or insurance, where appropriate (and also, in the case of credit card payments, the amount specified in clause 3.6 and 3.7 of these Terms and Conditions to cover Supplier's merchant's charges); all of what is stated above in this clause 3.1 shall represent the total cost ("Total Cost") of the Goods.
- 3.2 Prices quoted for the Goods on our website or in our marketing materials are exclusive of postage / shipping charges and insurance.
- 3.3 Invoiced amounts shall be due and payable before Goods are supplied or despatched.
- 3.4 In the event that the Customer's procedures require that an invoice be submitted against an order, the Customer shall be responsible for issuing such invoice before the Goods are supplied.
- 3.5 All payments for Goods are to be made in Pounds Sterling.

- 3.6 Customers in the UK can pay by PayPal, Visa, Mastercard, American Express and Switch; in addition to the Total Cost, Supplier may charge Customer an additional 2.5% to cover Supplier's merchant's charges in relation to credit card payments; by placing an order using such payment methods, Customer confirms that he / she is over 18 years of age and that he / she has the authority to use such payment methods..
- 3.7 Customers outside the UK can pay by PayPal, Visa, Mastercard and American Express; in addition to the Total Cost, Supplier may charge Customer an additional 2.5% to cover Supplier's merchant's charges in relation to credit card payments; by placing an order using such payment methods, Customer confirms that he / she is over 18 years of age and that he / she has the authority to use such payment methods..
- 3.8 Whenever Customer's payment has been confirmed to Supplier by PayPal as being authorised, or whenever Supplier obtains authorization from Customer's credit, debit or charge card provider (as the case may be) Customer will receive a letter or, where available, an email (sent to Customer's stated physical address or email address, as relevant) which will confirm this authorisation; the same letter / email will also confirm which Goods have been purchased by Customer and will confirm the amount paid by Customer; thereafter, the Supplier will use its best endeavours to send the Goods to the Customer within the aforementioned verbally-estimated time-frame, but in any event within the terms of clause 6 of these Terms and Conditions.
- 3.9 If Customer's payment is not confirmed to Supplier by PayPal as being authorised, or if supplier does not obtain authorisation from Customer's credit, debit or charge card provider, then Supplier will send Customer a letter / email confirming this and confirming also that the Agreement between Supplier and Customer has consequently been rescinded.
- 3.10 Supplier does not accept cash-on-delivery payment.
- 3.11 Customer is to be responsible for the payment of all applicable import duties / taxes levied by the customs or other authorities in Customer's country, in relation to the Goods.
- 3.12 By ordering from Supplier, Customer agrees that Supplier is authorised to charge Customer's credit, debit or charge card with the Total Cost of the Goods, for the avoidance of doubt, Total Cost includes the amount shown in the signed Sale Agreement (or, in the case of sales involving Pay Pal, or credit or debit or charge cards, in Supplier's written confirmation of Customer's order) as well as any other sums provided for under these Terms and Conditions.
- 3.13 For the avoidance, Roberts Rolling Quilt Wall LLP is not currently registered for VAT, so no VAT will be charged on our Goods and services; notwithstanding the foregoing, in the event that we become registered for VAT, the VAT will be charged at the rate current at the time of orders.

4 SPECIFICATION OF THE GOODS

- 4.1 All Goods shall be required only to conform to the specification in the Sale Agreement.
- 4.2 For the avoidance of doubt, no description, specification or illustration contained in any product, pamphlet, or other sales or marketing literature, or the Website of the Supplier and no representation written or oral, correspondence or statement shall form any part of the Agreement.

5 TITLE

No payment for the Goods shall be deemed to have been received until Supplier has received cleared funds and Supplier shall retain the legal title to the Goods until such time, including the right to resell any Goods in the event of default of any payment.

6 DELIVERY AND RISK

- 6.1 Delivery of the Goods shall be effected by Supplier's physically handing the Goods to Customer, or by Supplier's delivering the Goods to Customer at the address provided to Supplier by Customer or to an alternative address agreed between the parties in writing.
- 6.2 Where Goods are sent to Customer's address, Customer must be available to accept personal delivery and sign acknowledgment of delivery.
- 6.3 Supplier advises that if the package appears damaged when it is delivered to Customer, then he / she should not accept delivery.
- 6.4 Upon receipt of the Goods, Customer must inspect them without delay.
- 6.4 In the unlikely event that Supplier has delivered the wrong Goods to Customer, or the Goods are defective or damaged, Customer must inform Supplier in writing as soon as reasonably possible and in any event within 7 (seven) days.
- 6.5 If, for reasons beyond Supplier's reasonable control, Supplier is unable to provide Customer with the Goods Customer has ordered, Customer will be contacted as soon as possible; at that point, Customer will be offered the choice of accepting substitute Goods (if available) or a complete refund of any sums Customer has paid.
- 6.6 All risk in the Goods shall pass to the Customer upon delivery.
- 6.7 If Customer's delivery address is outside the United Kingdom, Customer may be subject to import duties and taxes, which are levied once a shipment reaches Customer's country; any such additional charges for customs clearance must be borne by Customer; Customer should note that customs policies vary widely from country to country and if Customer is having Goods delivered outside the United Kingdom Supplier advises Customer to contact his / her local customs office for further information.
- 6.8 When Goods are shipped internationally, Customer should be aware that cross-border shipments are subject to opening and inspection by customs authorities and Supplier will not be responsible for any loss or damage suffered as a result of any such inspection or confiscation.

7 CANCELLATION

In the event that, prior to despatch of the Goods by Supplier, Customer wishes to cancel the duly executed Agreement, then the following cancellation charges will apply:-

- (a) Less than 1 week before projected delivery date: 100% of the price in the Sale Agreement.
- (b) Less than 1 month before projected delivery date: 75% of the price in the Sale Agreement.

8 WARRANTY

- 8.1 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Goods to be provided by the Supplier.
- 8.2 Supplier warrants that the Goods supplied under the Agreement shall be of a quality conforming to generally accepted industry standards.
- 8.3 Supplier warrants that as from the date of delivery for a period of 90 (ninety) days the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials; any additional warranties that may be described in the Sale Agreement are manufacturers' warranty only.

9. SUPPLIER'S RETURNS / REPLACEMENT POLICY

- 9.1 All Goods sent by Supplier are checked before being sent, but if Goods delivered to Customers under these Terms and Conditions are defective upon receipt, then Customer may return the Goods to Supplier and request a replacement for the Goods; for the avoidance of doubt, Goods which are not defective may not be returned or replaced.
- 9.2 Supplier will re-examine the Goods upon their return to Supplier's address, to ensure that the Goods were not damaged after they left the Supplier's premises (for example, but not necessarily exclusively, to establish whether an insurance claim would be viable).
- 9.3 The following relates to replacement of Goods:
 - 9.3.1 On delivery of the Goods to Customer, he / she must activate and validate the Good's warranty by returning to Supplier the warranty slip enclosed with the Goods;
 - 9.3.2 If during the warranty period commencing with the date Supplier sends the Goods, the Goods become defective due to a fault covered by the warranty, then Customer may return the Goods to Supplier and request a replacement;
 - 9.3.3 If Customer wishes to obtain a replacement but the Goods that the Customer wishes to have replaced are no longer available, then Supplier will use its best endeavours to supply similar Goods of similar value.
 - 9.3.4 In the event that Supplier is required to send to Customer any Goods as a result of this clause 9, then for each delivery Supplier will charge Customer a handling and transportation fee of £30.00 (thirty Pounds) for replacements to the UK mainland, or of the appropriate charge (supported by the shipper's documentation) for replacements to the EU and the rest of the World); this money must be received by Supplier in cleared funds before Supplier will send any replacement Goods to Customer.
- 9.4 Supplier's returns / replacement policy only applies to Goods that are unused and undamaged.
- 9.5 Before returning the Goods to Supplier for whatever reason (whether for a refund or a replacement) Customer must first obtain a return code from Supplier; a return code can be obtained by contacting Supplier at mary@eastwell-house.co.uk ; the return code must be marked clearly on the outside of the packaging in which Customer returns the Goods to Supplier.
- 9.6 When returning Goods to Supplier, the Goods must be sent to Supplier by recorded delivery, or guaranteed courier delivery, in their original packaging, together with all guarantees and documentation provided by Supplier to Customer and Customer agrees to be responsible for the cost of returning the Goods to Supplier.
- 9.7 It is the responsibility of the Customer to ensure that the Goods are received by Supplier safely and in the same condition as they were received by Customer.
- 9.8 Supplier recommends that Customer insures against loss, damage, or theft, but in any event Supplier will not be responsible for uninsured Goods which are lost, damaged or stolen when being returned.
- 9.9 The Goods must be returned to Supplier within 14 (fourteen) days of delivery to Customer.
- 9.10 Where Customer made the purchase of the Goods using a credit or debit card, refunds (where applicable) will be credited to the same card used by the Customer for the original purchase after receipt of the returned Goods and after satisfactory inspection by us; Customer must allow 30 days for the refund.
- 9.11 Returns / replacements may be made only in relation to sales of the Goods being sales made under these Terms and Conditions.
- 9.12 Supplier's returns / replacement policy as described above in this clause 9 is in addition to any other rights Customer may have under UK law.

10 CUSTOMER'S OBLIGATIONS

- 10.1 To comply with any requirements as may be set out in the Sale Agreement or otherwise agreed in writing between the parties.
- 10.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 9 of these Terms and Conditions.

11 LIMITATION OF LIABILITY

- 11.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of the Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to whom or to which the claim relates.
- 11.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever; this shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
- 11.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.
- 11.4 Where Customer is a consumer residing in the UK who asks for Goods to be delivered to a UK address, Customer has certain rights by law and these Terms and Conditions do not affect those rights (see clause 9.12, above).
- 11.5 Supplier shall not be liable for any fault or defect in respect of the Goods if:
- 11.5.1 such fault or defect arose as a result of the Goods being improperly used
- 11.5.2 such fault or defect was the result of unauthorised modification of the Goods without the written consent of Supplier.
- 11.6 Subject to clause 8.1, to the fullest extent permitted by law, Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Conditions shall be limited as follows:
- 11.6.1 in respect of matters for which Supplier does not carry insurance, to the price of the Goods; and
- 11.6.2 in respect of matters for which Supplier carries insurance, to the insured value.
- 11.7 Subject to clause 11.5, to the fullest extent permitted by law, Supplier shall not be liable to Customer for any indirect or consequential loss or damage (whether for loss of profit, loss of enjoyment, pain, suffering or satisfaction or otherwise) costs, expenses or other claims for consequential compensation whatsoever and howsoever caused which arise out of or in connection with these Terms and Conditions or any order.
- 11.8 The provisions of this clause 12 shall survive the termination of these Terms and Conditions and/or any order.
- 11.9 For the avoidance of doubt, the exclusions and limitations of liability set out in this clause 11 shall be considered severally; the invalidity or unenforceability of any one of these clauses shall not affect the validity or enforceability of any other part of these Terms and Conditions.

12 INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights (including, without limitation, patents, copyrights, design rights, registered and unregistered designs, trade marks and service marks know-how and all other forms of intellectual property wherever in the world enforceable, any or all of which may be known as "IP Rights") relating to the Goods described in these Terms and Conditions and the Agreement of which they form part and the Website of Robert's Rolling Quilt Wall LLP are the property of Robert's Rolling Quilt Wall LLP and infringement of such IP will result in legal action.

13 FORCE MAJEURE

- 13.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from force majeure, being events or circumstances outside its reasonable control (including but not limited to: acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services).
- 13.2 The party delayed by the instance of force majeure in performing its obligations shall be entitled to a reasonable extension of its obligations under the Agreement after notifying the other party of the nature and extent of such events, but if the force majeure event persists for a period of one month or longer, then Supplier may terminate this Contract immediately upon giving written notice to Customer.

14 TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if the other party commits a material breach of this Agreement: (a) where the breach is capable of being remedied, if the defaulting party fails to remedy it within 30 calendar days of being given written notice from the other party so to do; or (b) where the breach cannot be remedied under any circumstances.

15. DATA PROTECTION AND PRIVACY

- 15.1 We are committed to safeguarding the privacy of our customers, though by ordering from Supplier, Customer agrees to the use by Supplier of Customer's personal details in order to supply the Goods to Customer (which may involve passing them on to relevant third parties such as credit card companies, insurance companies and delivery firms) and in order to send you further information about our products and services.
- 15.2 Supplier will not share the data amongst other third parties without Customer's prior, written permission; without prejudice the generality of what is stated above in this clause 15.2, if Customer breaches the Agreement then Customer's personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.
- 15.3 Customer consents to allow Supplier to contact Customer by post, email, SMS and / or phone.
- 15.4 Customer may request Supplier to stop using Customer's data or contacting Customer in particular ways (other than as is necessary for the performance of Supplier's obligations under the Agreement or as permitted by law) by contacting Supplier at: mary@eastwell-house.co.uk
- 15.5 Supplier keeps Customer's personal data as up to date as possible and if customer wishes to check any information held, it may contact Supplier in writing; if there are any errors, Supplier will correct them as necessary.
- 15.6 Supplier may disclose Customer's personal information if Supplier is required so to do by law.

15.7 Supplier shall not be responsible for any act or omission of any third party provider's fault, negligence or otherwise that leads to the release of information pertaining to any payment.

16 SEVERABILITY AND WAIVER

16.1 Severability: If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

16.2 Waiver: The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of the Agreement.

17 NOTICES

Any notice to Supplier must be posted to Supplier's place of business address listed in clause 1.6 of these Terms and Conditions, or sent by email to mary@eastwell-house.co.uk ; any notice to be given to Customer will be addressed to the Customer's physical address and / or email address given by Customer when making his / her order.

18 INDEPENDENT CONTRACTORS / NO THIRD PARTIES

18.1 Independent Contractors: Supplier and Customer are contracting independently of each other and neither is the agent of the other; neither party has the authority to bind the other to any third party or act as the representative of the other, unless otherwise expressly agreed to in writing by both parties.

18.2 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

19 ENTIRE AGREEMENT

The Agreement comprising these Terms and Conditions plus the Sale Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written; unless expressly provided in this Agreement, this Agreement may be varied only by a document signed by both parties.

20 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts