

Inoscape Limited Terms and Conditions of Sale (Terms and Conditions)

Please read the below terms and conditions carefully and make sure that you understand them before ordering any products. By placing an order with Inoscape Limited, whether through our website, by email, telephone or in person, you agree to be bound by these Terms and Conditions.

1. Information

- 1.1. Inoscape Limited is a company registered in England and Wales (Company No. 07995561). For full contact and company information, visit www.inoscape.co.uk/contact.

2. Definitions

'the Company' means Inoscape Limited (also referred to as Inoscape).

'the Purchaser' means the company, firm, or individual who has bought, or agreed to buy the goods.

'the Goods' means any item of goods or services of whatsoever nature which is to be sold by the company to the Purchaser.

'the Order' means the request submitted by the Purchaser for the supply of Goods.

'the Order Confirmation' means the written acceptance by the Company confirming the Order.

'the Contract' is the legal Contract between you and us for the sale and purchase of the Inoscape Limited products detailed in the Order Confirmation. The Contract comprises the Order Confirmation and these Terms and Conditions.

A *person* includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Any reference to writing or written includes email.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. Your status

By placing an order with us you warrant that;

- 3.1. You are legally capable of entering into binding contracts
- 3.2. You are at least 18 years old; and
- 3.3. You are a resident in the United Kingdom

4. The Contract

- 4.1. The quotation does not constitute an offer to supply, and no Contract exists unless and until there has been an unconditional acceptance by the Company in writing of an order placed by the Purchaser.

- 4.2. Your order, including placing an online order, constitutes an offer by you to enter into a legally binding contract, which we are free to accept or decline at our absolute discretion. The Contract will come into force when we issue a written acceptance of your order, titled 'Order Confirmation'. For online orders, the Order Confirmation will be sent to you via email once your order has been reviewed and accepted.

- 4.3. We will assign you an order number or reference to your Contract and refer to this in the Order Confirmation. Please quote the order number in all subsequent correspondence with us.
 - 4.4. Please ensure that all details in the Order Confirmation are correct, products listed are the model, colour, specification and size that you have requested.
 - 4.5. The Contract will relate only to those products confirmed in the Order Confirmation.
5. Our Status
 - 5.1. Please note that some of the products will be sourced from third party suppliers.
 - 5.2. We shall not be liable for any losses that result from the failure of third-party products to perform or where such products are defective. We will however transfer to you such rights as we have against such third-party suppliers and, so far as we are able, without incurring any costs, we will assist you in rectifying the situation with the third-party supplier.
6. Consumer rights
 - 6.1. As the majority of our products are bespoke and made to your individual specifications, they are exempt from the right to cancel under the Consumer Contracts Regulations 2013. Therefore, you do not have the right to cancel once an order has been confirmed and entered into production.
 - 6.2. If you purchase standard, non-bespoke items, you have the legal right to cancel within 14 calendar days of delivery under the Consumer Contracts Regulations 2013. This does not affect your statutory rights under the Consumer Rights Act 2015 in relation to faulty or misdescribed goods.
7. Working / lead times
 - 7.1. Lead times start upon payment of deposit, or upon Order Confirmation, as per agreement with the Company.
 - 7.2. For standard MFC goods, ordered per codes provided in the Price List, please allow a lead time of 10-15 working days.
 - 7.3. Due to the specialist nature of doors, painted or polished items or other made-to-order items, please allow 20-25 working days from Order Confirmation for production and shipping.
 - 7.4. Whilst we will endeavour to keep the lead times to a short of time frame as possible, we may at our discretion amend lead times depending on current production capabilities. No liability will be accepted if for any reason the stated lead times are exceeded.
8. Availability and Delivery
 - 8.1. We will use all reasonable endeavours to fulfil your order between or on the delivery dates, unless there are exceptional circumstances and the delivery is affected by factors beyond our control. Delivery dates are not guaranteed and we will keep you updated if we become aware of an unexpected delay and will be in contact to arrange a delivery date that suits both parties.
 - 8.2. Delivery of goods with an order value in excess of £2,000.00 (excluding VAT) is free up to a 50-mile radius from our main trading address.

- 8.3. Delivery of goods with an order value less than £2,000.00, or for distances over 50-miles will incur an additional charge of £3.50 per mile. Please note, for orders outside of East Anglia they will be subject to agreement with the Company and delivery charge will vary by order.
- 8.4. Free delivery is subject to acceptance, depending on access requirements, surveyed by the Purchaser and supplied to the Company upon Order. Full address and post code must be provided and if the address has no house number, a detailed map is requested. If access restrictions or delivery limitations are not disclosed in advance and result in a failed delivery, the customer may be liable for a redelivery fee.
- 8.5. When surveying delivery route and access conditions, please note we operate a maximum 3.5 tonne van with dimensions of 2.5m wide (including mirrors) and, 2.9m high and 7m long.
- 8.6. Delivery service does not include offloading or carrying items into the property. To avoid personal injury whilst offloading or carrying heavy items, a minimum of two able bodied persons is recommended to accept the delivery. If there are not enough people on site to ensure a swift and safe delivery, please advise us and we may be able to send additional staff or allow additional delivery time. This must be arranged in advance and may be chargeable.
- 8.7. For time efficiency items must be offloaded and stacked, allowing for the driver to depart before the items are carried into the property. The Company allows twenty minutes for unloading (this will be adjusted for larger deliveries), for unloading time that runs over, a charge of £1.67 per minute may be applied. Please ensure that items are stacked in a secure, indoor location that ensures no obstruction to public areas, and protects from exposure to the elements.
- 8.8. Please note that delivery rules must be strictly adhered in order for the Company to act in accordance with government regulation on driver hours.
- 8.9. In certain circumstances where products are provided by third party suppliers, they are responsible for delivery of these products whether to the Purchaser or the Company. We shall not be liable for any delay or failure of delivery in these circumstances and any onward impact to delivery of final products this may have.
- 8.10. If we are unable to deliver the whole of an order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments at no extra charge to the Purchaser. Alternatively, if the Purchaser requests the order to be delivered in instalments there may be additional charges, and each instalment will constitute a separate Contract. If there is a delay to one instalment or there is a fault with an instalment, other instalments cannot be cancelled.
- 8.11. Please note for the safety of our delivery drivers we require them to wear safety equipment including safety footwear when delivering items. Please make any necessary arrangements to protect flooring, prior to the delivery.

9. Installation

- 9.1. The Company is a manufacturer and supplier of the Goods only and does not provide installation services.
- 9.2. It is the responsibility of the Customer to arrange for the installation of the Goods by a suitably qualified and competent third party.
- 9.3. The Company shall not be liable for any loss, damage, or expense arising from or in connection with the installation of the Goods, whether directly or indirectly,

including but not limited to any improper, faulty, or negligent installation or any damage caused during or as a result of installation.

10. Storage of goods

10.1. The Company may, at its discretion, agree to store the Goods on a temporary basis. Such storage shall be for a period and on terms agreed in writing between the parties.

10.2. All Goods stored by the Company on behalf of the Customer shall remain at the Customer's risk at all times. The Customer is solely responsible for arranging appropriate insurance cover for the Goods while in storage at the Company's premises.

10.3. The Company reserves the right to charge reasonable storage fees, which shall be agreed in advance where possible. Any such fees shall be payable by the Customer in accordance with the Company's standard payment terms.

10.4. The Customer must provide the Company with clear written instructions regarding the intended delivery or collection of the Goods. The Company shall not be liable for any delay in delivery caused by the absence of, or ambiguity in, such instructions.

11. Risk and Title

11.1. The products will be the responsibility for the Purchaser upon acceptance of delivery.

11.2. Ownership of the products will only pass to the Purchaser when the Company have received payment in full in respect of the products, including any delivery charges.

12. Price and Payment

12.1. The price of the products and delivery charges will be as quoted on the Price List, except in cases of obvious error.

12.2. Product prices and delivery charges are exclusive of VAT.

12.3. Product prices and delivery charges are subject to change at any time; changes will not affect orders for which the Purchaser has already received an Order Confirmation.

12.4. Payment for products can be taken by credit or debit card. We accept all major credit and debit cards including American Express, please note there may be applicable fees for use of credit cards. We also accept payment by bank transfer. Please contact us for details.

12.5. Inoscape reserves the right to request payment in full before commencing manufacture or delivery for bespoke or large orders,

12.6. Invoices not settled within 30 days from the invoice date may incur a late payment fee in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, where applicable.

13. Refunds

13.1. Due to the bespoke nature of our products, we are unable to offer a refund on:

13.1.1. Units that have been made to customer specification

13.1.2. Bespoke painted doors

13.1.3. Bespoke painted cornices, plinths, pelmet and decorative items

13.1.4. Colour matched doors, cornices, plinths, pelmet and decorative items

13.1.5. Any items made as a special request

- 13.2. This clause does not affect your statutory rights in respect of faulty or misdescribed goods.
- 13.3. Where a bespoke product is faulty or not as described, you are entitled to a repair, replacement, or refund under your statutory rights. In such cases, please contact us as soon as possible to arrange resolution. Your rights under the Consumer Rights Act 2015 remain unaffected. You are entitled to a repair, replacement, or refund for goods that are faulty, not as described, or not fit for purpose.
- 13.4. For items that have been supplied by a third party, handling and restocking fees may apply.

14. Warranty

- 14.1. We warrant to you that any product purchased from us will, on delivery, conform in material respects with its description, be of satisfactory quality and be reasonably fit for all the purposes for which products of that kind are commonly supplied.
- 14.2. The warranty guarantees that our cabinets will be free from faults or defects in workmanship and materials for 25 years.
- 14.3. The warranty only applies;
 - 14.3.1. To cabinets that are manufactured by Inoscape Limited. It does not apply to, for example, worktops, accessories, doors or appliances. If you are unsure as to what is meant by “cabinets” please speak to a member of staff.
 - 14.3.2. to the person who purchased the cabinets. It is not transferrable to any other person;
 - 14.3.3. to individuals who purchased the cabinets as a consumer for private use, not to businesses, companies, partnerships or sole traders;
 - 14.3.4. to cabinets used entirely within a domestic environment for personal use, not to cabinets put into and used within business premises, place of work, rental properties, student properties or similar;
 - 14.3.5. to cabinets used within the environment intended by their design, for example kitchen cabinets used within a kitchen and not kitchen cabinets used in, for example, a garage;
 - 14.3.6. to cabinets used and installed in accordance with any guidelines provided by Inoscape Limited;
 - 14.3.7. to cabinets purchased and used within the United Kingdom.
- 14.4. This warrant does not apply to any defect in the products arising from:
 - 14.4.1. Fair wear and tear
 - 14.4.2. Wilful damage, accident or negligence by you or any third party
 - 14.4.3. If you use products in a way that we do not recommend
 - 14.4.4. Your failure to follow our instructions
 - 14.4.5. Any alteration or repair you carry out without our prior written approval
 - 14.4.6. Any incorrect instructions or plans submitted by you to enable us to provide the products
- 14.5. To make a warranty claim, you must provide proof of purchase and evidence of the issue, such as photographs and a written description.
- 14.6. Following the filing of a claim Inoscape Limited will investigate the claim and if we believe there is a defect or fault covered by the warranty, we will at our discretion either repair the defective cabinet (or part), replace the defective cabinet (or part) or issue a refund of the price you paid for the products.

- 14.7. Please note that we will not remove or pay for the removal of defective cabinets (or parts) and it is your responsibility to collect replacement items or arrange delivery from Inoscape. Additionally, Inoscape will not be liable for any damage caused to any items surrounding the defective cabinet or parts during the removal process.
- 14.8. Installation of any repaired or replacement cabinet or cabinet part will not be Inoscape Limited's responsibility.
- 14.9. If you do not allow the Inoscape Limited's representative to review the cabinet which is subject to the warranty claim you will invalidate the warranty in respect of that claim.
- 14.10. Any repaired or replacement cabinet parts shall be guaranteed on the terms of this warranty for the unexpired portion of the warranty period only.
- 14.11. This warranty is non-transferrable and is personal to the original purchaser as shown on the invoice.
- 14.12. This warranty is subject to the jurisdiction of the courts of England and Wales, and any dispute or claim arising out of, or in connection with it or its subject matter, shall be governed by, and construed in accordance with English law

15. Our Liability

- 15.1. Subject to clause 15.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the products and, subject to clause 13.2, any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence) breach of statutory duty or otherwise which are a foreseeable consequence of such failure
- 15.2. Subject to clause 15.3 we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories if such losses result from our deliberate breach:
 - 15.2.1. Loss of income or revenue;
 - 15.2.2. Loss of business;
 - 15.2.3. Loss of profits;
 - 15.2.4. Loss of anticipated savings;
 - 15.2.5. Waste of management or office time

This clause 15.2 will not prevent claims for loss of, or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories 15.2.1 to 15.2.5 inclusive of clause 15.2.

- 15.3. Nothing in this agreement excludes or limits our liability for:
 - 15.3.1. Death or personal injury caused by our negligence
 - 15.3.2. Fraud or fraudulent misrepresentation
 - 15.3.3. Any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 15.3.4. Defective products under the Consumer Protection Act 1987; or
 - 15.3.5. Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability

- 15.4. You are responsible for installing the products in your property and we will not be responsible for any damage caused to the products or your property arising during the course of installation.
- 15.5. Where unit carcasses are ordered by you and manufactured to your specific measurements, we accept no liability where you have failed to allow adequate room for ventilation or ordered incorrect sizes.

16. Written Communication

- 16.1. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all Contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- 16.2. By providing your contact details to Inoscape, you will be indicating to us your consent to contact you by email and SMS to let you know about your order delivery or relevant news.

17. Bespoke Units

- 17.1. Products are deemed 'bespoke' if they are made to your measurements, customised to your design specifications, or produced in a colour or finish not part of our standard range.
- 17.2. The Purchaser is solely responsible for ensuring that any drawings, plans, or specifications provided are accurate. The Company shall not be liable for any loss resulting from inaccuracies in customer-provided information.
- 17.3. Customers cannot cancel, return or obtain refunds for items that are made to the customers own specification or size (unless incorrectly manufactured by Inoscape). It is essential that you are happy with your order prior to confirming / paying for the order.
- 17.4. When placing an order for bespoke products please be aware of the following:
 - 17.4.1. Due to the bespoke nature of a painted product, it is not possible to cancel or return orders once they have entered the production stage or have been delivered.
 - 17.4.2. Although we strive to maintain consistency, for a bespoke painted product there will be batch to batch variances, and we cannot guarantee an exact colour match between orders
 - 17.4.3. Due to the nature of painted products, samples and final products may differ slightly in colour due to batch variation. This is not considered a defect and is inherent in the bespoke production process.
 - 17.4.4. When placing an order for solid timber cabinetry please be aware that these are natural products and as such natural features i.e knots may be present. Different grain structures and subtle differences in hue make each piece of timber unique and whilst we do select for the highest quality timber these may still be present.
 - 17.4.5. As a natural product, timber is susceptible to changes in temperature, light and humidity. The timber used to make shaker doors is thoroughly dried ready

for processing to minimise any movement in the timber. When painted, environmental changes can sometimes cause very slight 'whisper lines' in the paint along flush joints. This is normal for a timber product and will not affect the door when in use.

18. Samples

18.1. We offer samples of door types, colours, and accessories to help you make an informed purchasing decision. Please note the following regarding samples:

18.1.1. While we endeavour to ensure samples are representative of the final product, certain items — particularly painted finishes — may show batch-to-batch variance. Therefore, exact colour matching between the sample and your final order cannot be guaranteed.

18.1.2. Some samples may be provided free of charge, while others will be chargeable depending on the product type and quantity requested. Charges will be confirmed prior to dispatch.

18.1.3. Where samples are provided on a loan basis, they must be returned within 14 calendar days unless otherwise agreed in writing. If samples are not returned within the agreed time, we reserve the right to invoice the full value of the sample(s).

18.1.4. Samples remain the property of Inoscape Limited unless purchased in full by the customer.

18.1.5. All samples should be handled with care. We reserve the right to charge for damaged or excessively worn samples that are returned in a non-resalable condition.

19. Cancellation by us

19.1. We reserve the right to cancel your order if a product is unavailable, discontinued, or priced incorrectly. In such cases, you will be refunded in full.

20. Notices

20.1. All notices given by you to us must be given to Inoscape Limited at the registered address or by email to info@inoscape.co.uk.

20.2. We may give notice to you at either the email or postal address you provide to us when placing an order.

20.3. Notice will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of a letter.

21. Transfer of rights and obligations

21.1. The Contract between you and us is binding on you and us and on our respective successors and assignees.

21.2. You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.

21.3. We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

22. Events outside our control

- 22.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Also referred to as a 'Force Majeure Event')
- 22.2. A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - 22.2.1. Strikes, lock-outs or other industrial action;
 - 22.2.2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), or threat or preparation for war;
 - 22.2.3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 22.2.4. Impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport;
 - 22.2.5. Impossibility of the use of public or private telecommunications networks;
 - 22.2.6. The acts, decrees, legislation, regulations or restrictions of any government; and;
 - 22.2.7. Pandemic or epidemic
- 22.3. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event

23. Waiver

- 23.1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 23.2. A waiver by us of any default will not constitute a waiver of any subsequent default.
- 23.3. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 16 above.

24. Severability

- 24.1. If any court or competent authority decides that any of the provisions of these terms and conditions, or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

25. Entire Agreement

- 25.1. These Terms and Conditions, together with the Order Confirmation, constitute the entire agreement between you and us in relation to the supply of Goods and supersede any previous agreements, understandings, or arrangements between us, whether oral or in writing.

25.2. You acknowledge that, in entering into this Contract, you have not relied on any representation or warranty that is not set out in these Terms and Conditions or the Order Confirmation.

26. Our right to vary terms and conditions

26.1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market condition affecting our business, changes in technology, changes in payments methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

26.2. Changes will not apply retrospectively to confirmed orders unless required by law. Where changes apply to your pending order, we will notify you before dispatch and give you the opportunity to cancel if you do not agree with the revised terms.

27. Law and jurisdiction

27.1. Contracts for the purchase of products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or in their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales

28. Third party rights

28.1. A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

29. Time allowed to check delivery

29.1. Upon delivery of products, you are responsible for checking the products and reporting to us within 3 working days of any alleged defect, fault or error before the products are used or fitted.

29.2. If any damage occurred in transit and was caused by our carrier, we will arrange for a replacement or repair. Photographic evidence of any transit damage must be provided where possible to assist in resolving the issue.

29.3. We shall have no liability for any claim in respect of an alleged defect, fault or error which would be apparent on inspection before use or fitting.

30. Data Protection

30.1. We will only use your personal data in accordance with our Privacy Policy and applicable data protection laws. By placing an order, you consent to us processing your personal data for the purposes of fulfilling your order and communicating with you about it.

30.2. We process your personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

30.3. Our full privacy policy is available at www.inoscape.co.uk/privacy-policy.

31. Intellectual Property

31.1. All content, designs, specifications, images, drawings, text, logos, trademarks, and other materials provided by Inoscape Limited are the intellectual property of Inoscape Limited and may not be copied, reproduced, distributed, or used without our prior written permission.

31.2. Any bespoke designs or specifications created by Inoscape remain our intellectual property and may not be reused or replicated without permission.

32. Contact us

32.1. If you have any questions about these Terms and Conditions, or wish to send a notice to us, please contact us using the following methods:

By Email: info@inoscape.co.uk

On the Website: www.inoscape.co.uk

By Post: Inoscape Ltd, The Old Sawmill, South Burlingham Road, Lingwood, Norfolk NR13 4ET.

By Phone: 01493 752952

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