

© Plank Design Ltd July 2020 rev01.

Terms and Conditions of Sale Plank Design terms & conditions will be governed by and construed in accordance with English law, and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the courts of England. Unless otherwise agreed in writing by Plank Design Ltd, all goods are supplied on the following conditions to the exclusion of any terms or conditions stipulated by the buyer and of any representations, warranties or communications not expressly incorporated herein or in the order confirmation.

1. Once you have placed an order with us, we will email you within 24hrs (or next working day) with an order confirmation and any additional information relating to your order. Once you have received this confirmation you will have entered into a purchase contract with us. In the unlikely event that there is a pricing error, or the goods are no longer available (in relation to one off unique items), or any other unforeseen problems, we will advise you of this in writing (by email). In this case you will not receive an order confirmation email and therefore there will be no contract between us. When you receive an order confirmation, it is the customer's responsibility to check the details contained within and advise Plank Design of any errors or omissions. Failure to do this and notify Plank Design within 72 hours may result in a delay in your order or additional costs being incurred by the buyer.

2. Cancellation and Returns. When you purchase an item that is a standard product(i.e. not bespoke made to order) you have the right to cancel your contract and return items to us up to 14 days after delivery subject to the conditions below .Any products that are returned should be unused, undamaged and in their original packaging. Therefore, please check your goods thoroughly to ensure you are satisfied before disposing of your packaging. If you request a refund, we will refund the amount you paid for your goods excluding the original delivery cost. The buyer also accepts the cost for returning the goods (unless they are faulty or damaged). The delivery charge is non-refundable. If you fail to take reasonable care of the goods before they return to us and this causes damage or deterioration of the products, we will charge you for the reduction in value .If in the event of a fault or damage during delivery, the buyer must notify Plank Design Ltd immediately. Delivery notes must be signed for by the buyer or buyer's nominated representative. Goods and packaging must be inspected and signed for at the time of receipt, if you fail to do so Plank Design reserve the right to offer a refund or compensate for damage if the delivery note is not signed for by the buyer or buyer's representative or if the delivery note is signed "goods not inspected". Bespoke orders are not refundable unless they are faulty or damaged. In the event of a bespoke order being cancelled after the buyer has entered into a contract with Plank Design, or if the order is varied during the manufacture process the buyer will be liable to pay Plank Design Ltd reasonable cancellation or alteration costs, comprising of cost of materials, design fees and any labour, including compensation for loss of profit. This cancellation policy does not affect your statutory rights. For security reasons, refunds are given by the same method that the original payment was made by. It is the buyer's responsibility to ensure that all measurements of furniture purchased are checked to ensure accessibility and the buyer must notify Plank Design at time of order if there are any delivery, access or difficult conditions which might prevent delivery. Any item of furniture that we are unable to deliver as a result of problems involving access that were not mentioned in writing at time of order will not be refunded and additional delivery or re-delivery costs will be payable by the buyer.

3. Delivery. We deliver using a variety of logistics partners depending on the size of the item and destination. Whilst we endeavour to minimise lead times and delivery times stated, Plank Design Ltd will not be held responsible for any delays which are beyond our control. Most items will be delivered by single drivers to the ground floor of your property only. Some larger and heavier items require a 2-man delivery and you will be advised of the various delivery services we can provide at

the time of ordering. Please be advised that levels and types of service will vary according to the country of destination. As set out in section 2 the buyer must inspect the packaging and goods on receipt and notify Plank Design of any damage or faults immediately. Plank Design will carefully package your goods depending on what it is and how it is delivered. It is essential you keep the packaging until you are 100% satisfied with your order. If you wish to return your order for any reason we can only accept the products if returned in their original packaging. It's also essential to keep the packaging until you are 100% satisfied with the order because in case of damage the delivery company will need to inspect the packaging. Delivery disclaimer: Please be aware that Plank Design and their logistic partners take every care when delivering your goods, however, we cannot be held responsible for any damages that occur to your property or possessions whilst the delivery is in process. It is your responsibility to take every care to cover any carpets or furniture and remove any valuables, including pictures, from the delivery route and the final delivery location.

4. Faulty Goods. We work hard to ensure your goods arrive in a perfect condition. However, if you should find any problem with your order please contact us immediately at [mark@plankdesign.co.uk](mailto:mark@plankdesign.co.uk) or by telephone 07909 903671.

Disclaimer. Solid Timber. Plank Design use high quality solid timber and timbers with unique colour or grain variation to create beautiful and interesting products. The colour, grade and consistency of this timber will vary from product to product. Plank Design will endeavour to select and match as appropriate but cannot accept returns based on the buyer not liking these natural variations. Plank Design will educate the buyer at time of ordering, especially when buying multiple or different products how best to ensure continuity and what to expect in terms of variation.

Wood warpage, shrinkage, and dimensional changes are expected as solid wood is an active material. Adverse or fluctuating temperature and/or humidity will potentially create dimensional changes and warping. Plank Design products are designed to manage this process, but the buyer will need to understand solid wood furniture can behave adversely in extreme conditions (such as in constant direct sun light, in a conservatory or in contact with underfloor heating). We will advise on suitable environments when discussing your order. Plank Design will accept returns if the timber was not appropriately prepared or has an error in manufacture but we cannot accept returns that stem from climactic differences or extreme conditions within your home. Should movement occur in the wood addressing issues of temperature and moisture usually resolves the issue.

5. Terms of Payment for Bespoke pieces. Upon confirmation of order, Plank Design Ltd will invoice 50% of total order value and balance invoice will need to be cleared funds prior to delivery being arranged. The order lead-time will not commence until the deposit invoice has been paid.

6. Ownership of Goods. The title of the goods will not pass to the Buyer until payment has been received in full by Plank Design Ltd. Until such time the goods remain the absolute property of Plank Design Ltd.

7. Warranty. Should any defect be it material or workmanship arise in furniture supplied by Plank Design Ltd within 1 year of the date of purchase, i.e. date of invoice; Plank Design Ltd undertake to either make good the defect at our own expense, or at our option to substitute for the defective goods others of similar description, provided that written notice is given to Plank Design Ltd as soon as the defect is discovered. Our responsibility in all cases is limited to the substitution of defective parts and we shall not be liable for any general or special damage arising directly or indirectly from any such defect of quality, condition, fitness or sufficiency in goods supplied originally or by way of replacement. In the case of goods replaced, the original shall then become our property free of charge. Where our supply includes the goods or proprietary components of any other manufacturer

then our guarantee or liability for those particular items is the same as that accepted by such manufacturers, generally one year. This guarantee does not apply to defects caused by accident, misuse, lack of maintenance, neglect or wear and tear, nor can we, in any circumstances, be held responsible for incidental and consequential expenses and loss, nor can we recognise any liability in cases where alterations have been executed without our knowledge and consent. Plank Design's liability under the clause of these conditions shall cease if: the Buyer shall not have paid in full all invoices for goods supplied by Plank Design Ltd, Plank Design's representatives are denied full and free right of access to the goods, the Buyer permits persons other than those approved by Plank Design to affect any replacement of parts, maintenance, adjustments or repairs to the goods, the Buyer has not properly maintained the goods in accordance with instructions, pamphlets or directions given or issued by Plank Design from time to time, the Buyer uses any spare parts or replacements not manufactured by or on behalf of Plank Design or fails to follow the Plank Design's instructions for use of same.

8. Consequential Loss. Plank Design Ltd accepts no liability for any consequential loss or damage howsoever caused.

10. Specification & Drawings. Plank Design Ltd reserve the right to make alterations in design and manufacture as are deemed necessary to ensure a continued improvement, without notification. In all cases where Plank Design Ltd supplies goods in accordance with the Buyers specifications and/or drawings; Plank Design Ltd accepts no responsibility for the suitability of the goods for the purposes for which they are used.

11. Validity. Plank Design Ltd reserves the right to modify the Terms and Conditions without notice. New Terms and Conditions automatically supersede prior published information from the date of publication.