

PINK GROUP HOLDINGS LTD

Terms and Conditions of Sale

For business customers

These Conditions set out the basis on which Pink Group Holdings Ltd supplies Goods and Services to business customers. They govern quotations, orders, delivery, payment, ownership, returns and liability, together with the supplementary conditions included in this document.

Effective date	16 September 2026
Registered office	Passion House, Excalibur Road, Gorleston, Norfolk, NR31 7BB
Company number	07448391
Email	hello@pinkgroup.co.uk
Telephone	0800 043 6000
Website	www.pinkgroup.co.uk and www.pinkgroup.shop

These Conditions are intended for business-to-business sales. If a Buyer is a consumer, nothing in these Conditions affects any right or liability that cannot lawfully be excluded or limited.

Pink Group Holdings Ltd Terms and Conditions of Sale

1. Definitions

In these Conditions the following capitalised words have the meanings set out below:

"Account Application Form" the form or information completed or supplied by the Buyer when requesting a credit account or other payment facility from the Seller.

"Bespoke Goods" Goods made to order, personalised, branded, configured, procured specifically for the Buyer, or identified by the Seller as non-standard or non-returnable.

"Bespoke Services" Services of a type or specification not commonly supplied by the Seller or Services specifically designed by the Seller to be provided to the Buyer in accordance with the Order.

"Buyer" the person, firm or company supplied with Goods or Services under the Contract.

"Buyer Customer" a customer or other third party to whom the Buyer asks the Seller to deliver Goods or provide Services.

"Contract" the contract between the Seller and the Buyer for the sale and purchase of Goods and Services, comprising these Conditions, the Order, the Returns Policy, any applicable Supplementary Conditions and the Account Application Form.

"Facilities Supplies Products" Goods supplied for workplace, facilities, cleaning, catering, janitorial or related business use, including products identified as such by the Seller.

"Furniture Products" Goods comprising furniture, seating, desking, storage, office accessories, room fittings or related products, including any products identified by the Seller as furniture.

"Goods" the goods supplied by the Seller to the Buyer under the Contract.

"Order" the Buyer's offer to purchase Goods or Services from the Seller in accordance with these Conditions.

"Returns Policy" the Seller's customer returns policy published or notified to the Buyer from time to time.

"Seller" Pink Group Holdings Ltd, registered office Passion House, Excalibur Road, Gorleston, Norfolk, NR31 7BB, company number 07448391.

"Services" the services supplied by the Seller to the Buyer under the Contract.

"Supplementary Conditions" any supplementary conditions applying in addition to these Conditions, including the Bespoke Goods and Services, Interiors or Facilities Supplies Products supplementary conditions in this document.

"Trade Price List" the Seller's current price list, catalogue, quotation, contract price, website price or other written price information applicable when the Order is accepted.

"Working Day" a day other than a Saturday, Sunday or public holiday in England.

2. General

2.1 These Conditions govern the Contract to the exclusion of any other express or implied conditions. The Seller may amend these Conditions by publishing a revised version on its website or notifying the Buyer in writing. An Order placed after a change has been notified constitutes acceptance of the revised Conditions.

2.2 The Order constitutes an offer by the Buyer to purchase Goods or Services in accordance with these Conditions. The Buyer confirms that, in entering into the Contract, it has not relied on any promise, representation or undertaking not expressly included in the Contract.

2.3 Any advice or recommendation given by the Seller or its employees or agents about the storage, supply or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk. The Seller is not liable for such advice or recommendation, except in respect of fraud or as otherwise provided by law.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, order acknowledgement or other document or information issued by the Seller, including electronic communications, may be corrected without liability.

2.5 The Buyer is responsible for ensuring the accuracy of the terms of the Order and for giving the Seller all information necessary to enable the Seller to fulfil it.

2.6 Acceptance of an Order is deemed to take place on the first of the following events: the Seller issues an invoice for the Goods or Services; the Buyer receives an order acknowledgement; or the Seller delivers the Goods or begins the Services.

2.7 The Buyer may not withdraw or cancel an Order or Contract without the Seller's prior written approval. Any cancellation accepted by the Seller may be subject to reasonable costs, charges or a cancellation fee notified to the Buyer.

2.8 The applicable Supplementary Conditions apply to Orders for Bespoke Goods, Bespoke Services, Furniture Products or Facilities Supplies Products. If more than one set of Supplementary Conditions applies, the Seller will identify the applicable terms in the quotation, Order acknowledgement or other written confirmation.

2.9 If there is a conflict between these Conditions and another document forming part of the Contract, these Conditions prevail unless the Seller expressly agrees otherwise in writing. The applicable Supplementary Conditions prevail over these Conditions only to the extent of an inconsistency concerning the relevant Goods or Services.

3. Price

3.1 The price of the Goods or Services is the price quoted in writing and agreed for the period stated in the quotation. If no price has been quoted, the price is the price in the Trade Price List applicable when the Order is accepted.

3.2 Unless the quotation or Order expressly states otherwise, prices exclude delivery, installation, collection, storage, packaging, handling, VAT and any other applicable taxes, levies or duties.

3.3 The Seller may charge additional costs or charges:

3.3.1 for delivery outside the Seller's normal delivery routes or service area;

3.3.2 for delivery outside mainland Great Britain or to an offshore location;

3.3.3 where the Buyer asks the Seller to deliver Goods to a Buyer Customer or other third party;

3.3.4 where the Buyer's account falls below a minimum order or expenditure level notified by the Seller;

3.3.5 for same-day, timed, emergency or otherwise expedited delivery;

3.3.6 for additional services requested by the Buyer, including picking, packing, wrapping, labelling, installation or other handling;

3.3.7 for delivery or installation of Furniture Products or Bespoke Goods in accordance with the applicable Supplementary Conditions;

3.3.8 for congestion, access, parking, failed delivery or redelivery charges;

3.3.9 for Orders below a minimum value notified by the Seller;

3.3.10 for any other cost or charge reasonably incurred by the Seller and notified to the Buyer; and

3.3.11 for costs, including handling and administration costs, arising from Goods returned to a supplier or from a return made in error.

3.4 The Seller may increase the price before delivery or performance to reflect an increase in its costs caused by a factor beyond its reasonable control, including market fluctuations, changes requested by the Buyer, changes in delivery dates, quantities or specifications, or delay caused by the Buyer's instructions or failure to provide adequate information.

3.5 VAT and any similar tax, levy or duty will be added to the price at the applicable rate unless the quotation expressly states that it is included.

4. Payment

4.1 The Seller may invoice the Buyer at any time after receiving the Order and may require payment before dispatch or commencement of the Services.

4.2 Unless the Seller has agreed different payment terms in writing, payment is due by the 21st day of the month following the month in which the invoice is dated, or immediately on demand if the Buyer does not have an approved credit account.

4.3 The Buyer must clearly identify the invoice or credit note to which each payment relates. If the Buyer fails to do so, the Seller may apply the payment to the Buyer's oldest outstanding invoice or account balance.

4.4 The Buyer must pay each invoice without set-off, counterclaim or deduction and in the currency in which the invoice is rendered.

4.5 Except in relation to shortages, non-delivery or picking errors, the Buyer must notify the Seller of any dispute concerning an invoice within five Working Days of receiving it. The notice must give all known details of the dispute and the Buyer's proposed resolution.

4.6 If the Buyer does not dispute an invoice within the period in condition 4.5, the Buyer must pay it by the due date in condition 4.2.

4.7 If the Buyer disputes part of an invoice, it must pay the undisputed part by the due date. The disputed matter will be referred to nominated representatives of the Buyer and Seller.

4.8 If the nominated representatives cannot resolve the dispute and there is no evidence to the contrary, the outcome of the Seller's reasonable investigation will be treated as definitive for the purposes of the account, without limiting either party's legal rights.

4.9 If it is agreed or determined that sums are payable by the Buyer, they must be paid within five Working Days of the agreement or determination or by the original due date, whichever is later. If an invoice overcharged the Buyer, the Seller will issue a credit note for the overcharged amount and applicable VAT.

4.10 If the Buyer fails to pay on the due date, the Seller may, without prejudice to any other right or remedy:

4.10.1 bring an action for the price of the Goods or Services;

4.10.2 charge interest on the overdue amount at 4% per annum above the Bank of England base rate, or the rate available under the Late Payment of Commercial Debts (Interest) Act 1998, whichever the Seller elects, together with reasonable recovery costs;

4.10.3 cancel the Contract or suspend further deliveries or Services without liability;

4.10.4 apply any payment made by the Buyer to any invoice, Goods, Services or other sums owed by the Buyer, notwithstanding any purported appropriation by the Buyer;

4.10.5 declare all sums owed by the Buyer under the Contract or any other contract with the Seller immediately due and payable;

4.10.6 require the immediate return of Goods in which title has not passed to the Buyer, with the Buyer reimbursing the Seller's reasonable recovery costs;

4.10.7 claim compensation for the recovery of the debt and charge reasonable recovery costs;

4.10.8 set off any amount owed by the Seller to the Buyer against any amount owed by the Buyer to the Seller; and

4.10.9 cancel or suspend rebates, bonuses or other price reductions until the overdue invoice has been paid in full.

5. Title

5.1 Property in the Goods will not pass to the Buyer until the Seller has received in cleared funds all sums due to it from the Buyer in respect of:

5.1.1 the Goods; and

5.1.2 all other sums which are or become due to the Seller from the Buyer on any account.

5.2 Until title passes, the Buyer must:

5.2.1 hold the Goods as the Seller's fiduciary agent and bailee, and not resell them as the Seller's agent;

5.2.2 store the Goods separately from all other goods so that they remain readily identifiable as the Seller's property;

5.2.3 not destroy, deface or obscure any identifying mark or packaging;

5.2.4 maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks. On request, the Buyer must produce the policy of insurance;

5.2.5 be entitled to resell or use the Goods in the ordinary course of business, but must account to the Seller for the proceeds and keep those proceeds separate and identifiable from the Buyer's money and property; and

5.2.6 hand the Goods over to the Seller on demand. The Seller may enter the Buyer's premises to inspect and recover the Goods and the Buyer must procure equivalent access from any third party holding the Goods.

- 5.3** The Buyer must not pledge or charge the Goods as security for any indebtedness. If it does so, all sums owed by the Buyer to the Seller will immediately become due and payable.
- 5.4** On termination of the Contract, however caused, the Seller's rights under this condition remain in effect.
- 5.5** The Seller remains entitled to recover payment for the Goods even if title has not passed to the Buyer.
- 5.6** The Buyer's right to possess the Goods ends immediately if any event in condition 10.1 occurs.

6. Delivery and Risk

- 6.1** Risk of damage to or loss of the Goods passes to the Buyer on delivery or, if the Buyer wrongfully fails to take delivery, when the Seller tenders delivery.
- 6.2** The Seller will use reasonable endeavours to deliver the Goods or perform the Services within the period stated in the Contract, but time is not of the essence unless the Seller expressly agrees otherwise in writing.
- 6.3** Unless otherwise agreed in writing, delivery is deemed to take place:
- 6.3.1** when the Seller delivers the Goods to the place notified by the Buyer;
- 6.3.2** when the Goods are taken off the Seller's delivery vehicle, whether during normal working hours or otherwise; or
- 6.3.3** when loading begins if the Buyer collects the Goods from the Seller's premises or a collection point.
- 6.4** The Seller may deliver the Goods in instalments. Failure to deliver one or more instalments does not entitle the Buyer to treat the Contract as repudiated or cancel another instalment.
- 6.5** Unattended deliveries requested by the Buyer are at the Buyer's risk, except to the extent caused by the Seller's negligence. A proof of delivery supplied by the Seller is evidence that delivery occurred.
- 6.6** The Interiors Supplementary Conditions apply to the delivery of Furniture Products.
- 6.7** The Bespoke Goods and Services Supplementary Conditions apply to the delivery of Bespoke Goods and Bespoke Services.

7. Warranty and Limitations of Liability

The Buyer's attention is drawn in particular to this condition 7.

- 7.1** Subject to these Conditions, the Seller warrants that the Goods will be of satisfactory quality and fit for the purpose for which they were supplied.
- 7.2** Except as expressly stated in the Contract, the Seller excludes all representations, warranties, conditions and other terms implied by statute, common law or otherwise to the fullest extent permitted by law. The Seller will use reasonable endeavours to pass to the Buyer the benefit of any guarantee or indemnity given to the Seller by a manufacturer or supplier.
- 7.3** If the Seller is found liable for any loss or damage suffered by the Buyer, its aggregate liability will not exceed the price of the Goods or Services giving rise to the claim. The Seller will not be liable for loss of profit, business, revenue, contracts, opportunity, goodwill, use of money, operating time, management or staff time, or any indirect, special or consequential loss.
- 7.4** Nothing in these Conditions excludes or limits liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, breach of title or quiet possession, defective products under the Consumer Protection Act 1987, or any other liability that cannot lawfully be excluded or limited.

8. Over, Short and Non-Delivery

- 8.1** If more Goods are delivered than ordered, the Buyer must not reject the delivery. The Seller may collect the excess if the Buyer notifies the Seller within the applicable period in condition 8.3. If the Buyer does not notify the Seller, the Seller may invoice the excess and the Buyer must pay for it.
- 8.2** If fewer Goods are delivered than agreed, the Buyer is entitled only to a further delivery to make up the deficiency or, at the Seller's option, a credit note for the appropriate part of the price.
- 8.3** The Buyer has no entitlement in respect of over-delivery, short-delivery or non-delivery unless it makes an electronic claim to the Seller's customer services team by:
- 8.3.1** close of business on the first Working Day after the alleged delivery date where delivery is to premises occupied by the Buyer; or

- 8.3.2** close of business on the third Working Day after the alleged delivery date where delivery is to a Buyer Customer or the Goods are picked, wrapped or labelled; and
- 8.3.3** the Buyer notifies the Seller in writing of the over-delivery, short-delivery or non-delivery and records the discrepancy on the carrier's receipt where applicable.
- 8.4** If the Buyer fails to give the required notice and the Seller is prevented from making a successful claim against the carrier, the Buyer must pay the full price for all Goods that are the subject of the Contract.

9. Returns

- 9.1** The Seller may, at its discretion, accept the return of Goods supplied to but no longer required by the Buyer, on the terms set out in the Returns Policy, including any handling, collection or restocking charge, and issue a credit note.
- 9.2** The Buyer may not return Bespoke Goods, Bespoke Services, personalised or branded Goods, or Goods marked as non-returnable, except where the Seller agrees otherwise in writing or where the Goods are defective.

10. Buyer's Default

- 10.1** If:
- 10.1.1** the Buyer makes a voluntary arrangement with its creditors, becomes subject to an administration order, goes into liquidation other than for amalgamation or reconstruction, becomes bankrupt or is dissolved;
- 10.1.2** an encumbrancer takes possession of, or a receiver is appointed over, any of the Buyer's property or assets;
- 10.1.3** the Buyer ceases, or threatens to cease, to carry on business;
- 10.1.4** the Buyer breaches any term of the Contract; or
- 10.1.5** the Buyer breaches the Seller's credit application procedures, supplies inaccurate credit information or exceeds its credit limit,
- 10.2** then, without prejudice to any other right or remedy, the Seller may cancel the Contract or suspend further deliveries or Services without liability. If the Goods have been delivered but not paid for, the price becomes immediately due and payable despite any previous agreement.

11. Claims for Defective Goods

- 11.1** The Buyer must notify the Seller's customer services team by email or through any online portal made available by the Seller of a claim that Goods are defective, stating the reason for the claim, within the following periods:
- 11.1.1** where the Goods have a manufacturing fault, a missing part or another problem attributable to the manufacturer, within five Working Days of discovery;
- 11.1.2** where the Goods were damaged by the Seller or in delivery, within five Working Days of delivery; or
- 11.1.3** where the defect could not reasonably have been discovered within those periods, within a reasonable time after discovery.
- 11.2** The Seller will only consider a claim if the Buyer provides the invoice or advice note number, product or part number, quantity, reason for the claim and any collection or returns reference.
- 11.3** If the Buyer alleges that Goods were damaged in transit, it must sign for the delivery as damaged and notify the Seller within five Working Days. If the Buyer fails to do so and prevents a successful carrier claim, the Buyer must pay for the Goods as though no damage occurred.
- 11.4** Claims concerning Furniture Products must be made in accordance with the Interiors Supplementary Conditions, which prevail to the extent of any inconsistency.

12. Provision of Information

12.1 The Seller may request information from the Buyer as a condition of trading with the Buyer or continuing to trade with the Buyer, including management accounts, full accounts and notes, credit references, ownership information and any other documentation reasonably required to assess creditworthiness.

12.2 The Buyer must provide the requested information within one calendar month of the request, or sooner if reasonably required for a credit decision or fraud-prevention check.

12.3 If the Buyer does not provide the requested information, the Seller may cease trading with the Buyer and all sums owed to the Seller become immediately due and payable.

12.4 The Seller may carry out payment card, fraud, identity and other security checks that it reasonably considers necessary.

13. Electrical and Electronic Equipment

13.1 Where Goods include electrical or electronic equipment, the parties must comply with all applicable Waste Electrical and Electronic Equipment legislation and related guidance.

13.2 Where the Buyer purchases Goods for resale, the Buyer is responsible for its obligations relating to the treatment, recycling, recovery and environmentally sound disposal of those Goods, unless the parties agree otherwise in writing.

13.3 The Seller is not liable for the Buyer's failure to comply with legislation or guidance relating to electrical and electronic equipment.

14. Batteries

14.1 Where Goods include batteries, the parties must comply with all applicable battery, waste and environmental legislation.

14.2 The Buyer must provide appropriate information to its customers and end users about the disposal and recycling of batteries where required by law.

14.3 The Seller is not liable for the Buyer's failure to comply with legislation or guidance relating to batteries.

15. Storage

15.1 The Seller may agree to store stock belonging to the Buyer for a handling or storage charge.

15.2 The Seller accepts no liability for damage to or loss of the Buyer's stock while in the Seller's possession, except to the extent caused by the Seller's negligence or wilful misconduct.

15.3 The Buyer acknowledges that its stock is not insured by the Seller and remains responsible for arranging appropriate insurance.

16. Force Majeure

The Seller may cancel, reduce the volume of Goods delivered or delay delivery or performance if it is prevented from or hindered in doing so by circumstances beyond its reasonable control, whether affecting the Seller, its suppliers or any other relevant party. This includes industrial action, war, fire, flood, epidemic, failure of utilities or transport, prohibition or enactment of law, lockout or trade dispute. The Seller is not liable for loss or damage caused by such circumstances.

17. Waiver

A failure or delay by either party to enforce or exercise any term or right under the Contract does not constitute a waiver and does not affect that party's right to enforce or exercise it later. An express waiver of a breach is not a waiver of a later breach.

18. Severability

If any term or right under the Contract is found to be invalid or unenforceable, it will be treated as deleted to the minimum extent necessary and the remaining terms and rights will continue in full force and effect.

19. Assignment

The Buyer may not assign, transfer, subcontract or otherwise part with the Contract or any right or obligation under it without the Seller's prior written consent. The Seller may assign or subcontract its rights and obligations to an associated company or suitable third party.

20. Third Party Rights

A person who is not a party to the Contract has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, unless the Contract expressly states otherwise.

21. Data Protection

The Seller may process personal data relating to the Buyer, its staff and its representatives as a data controller for the purposes of managing accounts, processing Orders, delivering Goods and Services, taking payment, preventing fraud, managing credit risk, enforcing the Contract and complying with legal obligations. Processing will be carried out in accordance with applicable data-protection law, including the UK GDPR and Data Protection Act 2018. Further information is available in the Seller's privacy notice.

22. Laws and Regulations

22.1 The Buyer must comply with all laws and regulations relating to the purchase, import, ownership, resale and use of the Goods and must obtain and maintain all licences and permits necessary for those activities. The Buyer must produce evidence of those consents on request.

22.2 The Buyer must comply with applicable anti-slavery and human-trafficking laws, including the Modern Slavery Act 2015, and must maintain policies and procedures proportionate to its business to prevent slavery and human trafficking in its operations and supply chain.

22.3 The Buyer must notify the Seller as soon as it becomes aware of an actual or suspected breach of condition 22.2 or actual or suspected slavery or human trafficking connected with the Contract.

22.4 The Buyer must not engage in conduct that would constitute an offence under the Bribery Act 2010 and must maintain appropriate anti-bribery policies and procedures.

22.5 The Seller may terminate the Contract immediately by written notice if the Buyer materially breaches this condition 22.

23. Governing Law and Jurisdiction

These Conditions and the Contract are governed by English law. The Seller and the Buyer submit to the exclusive jurisdiction of the courts of England and Wales.

Pink Group Customer Returns Policy

1. General

1.1 This is the Seller's Customer Returns Policy referred to in the Terms and Conditions of Sale of Pink Group Holdings Ltd, registered office Passion House, Excalibur Road, Gorleston, Norfolk, NR31 7BB, company number 07448391.

1.2 Words and expressions in this Returns Policy have the meanings set out in the Conditions unless stated otherwise.

1.3 If there is a conflict between the Conditions and this Returns Policy, the Conditions prevail.

1.4 The Seller may publish or notify specialised returns policies for particular product groups. Those policies may contain different time periods, charges or procedures.

1.5 If there is a conflict between this Returns Policy and a specialised product-group returns policy, the relevant specialised policy prevails for that product group.

2. Returns

2.1 The Seller may, at its discretion, accept the return of Goods supplied to but no longer required by the Buyer, subject to a handling or restocking charge of up to 20% of the invoiced value and any collection or carriage costs, and issue a credit note.

2.2 The Seller will only consider a return if:

2.2.1 the Goods are in their original inner and outer packaging, and the packaging has not been written on, taped, permanently labelled or otherwise damaged;

2.2.2 the Goods are in satisfactory, merchantable and resalable condition;

2.2.3 the Goods are of a type distributed by the Seller at the time of the request;

2.2.4 where the Goods are electronic office machines or similar products, the Seller has a corresponding remedy against its supplier or manufacturer;

2.2.5 where the Goods are dated products, the request is made by 10 December of the year before the year to which the products relate, unless the Seller agrees otherwise; and

2.2.6 where the Goods are computer consumables or other sealed consumables, the outer seal has not been tampered with. A faulty-product credit may require evidence that the product has not been misused, overloaded, incorrectly installed or incorrectly stored.

2.3 The Seller may charge the Buyer for collecting Goods no longer required and for any carriage, handling or supplier charges incurred in accepting the return.

2.4 For Goods returned within 1 to 15 Working Days of delivery, the Seller may apply a restocking charge notified to the Buyer before the return is accepted.

2.5 For Goods returned within 16 to 30 Working Days of delivery, the Seller will apply a 20% restocking charge unless it agrees a different charge in writing.

2.6 If a return is accepted, the Seller will issue a credit note for the price paid for the accepted Goods less the Seller's costs and applicable charges.

2.7 The Seller will not normally accept electrical items removed from their packaging, opened consumables, food products or Goods that cannot be resold, without prejudice to any rights concerning defective Goods.

2.8 Bespoke Goods, personalised or branded Goods, Bespoke Services and Goods marked as non-returnable may not be returned.

3. Claims Procedure for Returns

3.1 The Seller's customer services team must be notified by email to hello@pinkgroup.co.uk or through any online account portal made available by the Seller. The notice must state the reason for the return and must be made within the following periods:

3.1.1 where Goods are no longer required, within 30 Working Days;

- 3.1.2** where Goods were ordered and invoiced but an incorrect product was sent because of a picking error, within 3 Working Days;
- 3.1.3** where Goods were not ordered by the Buyer but were invoiced and delivered in error, within 5 Working Days; and
- 3.1.4** where Goods were not ordered by the Buyer, were not invoiced or were over-supplied, within 20 Working Days.
- 3.2** The Seller will only consider a returns request if the Buyer provides:
 - 3.2.1** the invoice or advice note number;
 - 3.2.2** the part number or a description clearly identifying the Goods;
 - 3.2.3** the quantity of Goods to be returned, expressed in the Seller's correct unit of sale; and
 - 3.2.4** the reason for the return and any collection or returns reference.

Pink Group Bespoke Goods and Services Supplementary Conditions

A. General

A1 These Supplementary Conditions apply to Orders for Bespoke Goods and Bespoke Services and are in addition to the Conditions.

A2 Words and expressions in these Supplementary Conditions have the meanings set out in the Conditions unless stated otherwise.

A3 If there is a conflict between these Supplementary Conditions and the Conditions, these Supplementary Conditions prevail for the relevant Bespoke Goods or Bespoke Services.

B. Delivery Date Confirmation

B1 Following receipt of an Order for Bespoke Goods or Bespoke Services, the Seller will, after consulting its relevant supplier or delivery partner where appropriate, advise the Buyer of the estimated delivery or completion date. The Buyer may ask the Seller to agree to cancel if that date is unacceptable. The Seller may agree to cancellation only where it can cancel or amend its own supplier order without penalty. If the Seller does not agree to cancel, it may proceed with the Order in accordance with the Conditions and these Supplementary Conditions.

C. Delivery

C1 If the Buyer fails or refuses to take delivery of Bespoke Goods when agreed, the Seller may store them and charge the Buyer the reasonable costs of storage and insurance or, at the Seller's option, sell them at the best price reasonably obtainable. After deducting reasonable storage and selling costs, the Seller will account to the Buyer for any excess sale proceeds over the agreed price or charge the Buyer for any shortfall. If the Seller cannot sell the Bespoke Goods, it may charge the Buyer their full invoice value.

D. Returns

D1 Bespoke Goods may not be returned after delivery and Bespoke Services may not be cancelled after work has commenced, except where the Seller agrees otherwise in writing or where the Seller is legally required to provide a remedy.

Pink Group Interiors Supplementary Conditions

1. General

1.1 These Interiors Supplementary Conditions apply to Orders for Furniture Products and apply in addition to the Conditions and the Returns Policy.

1.2 Words and expressions in these Supplementary Conditions have the meanings set out in the Conditions unless stated otherwise.

1.3 If there is a conflict between the Conditions, the Returns Policy and these Supplementary Conditions, these Supplementary Conditions prevail for Furniture Products.

2. Delivery of Furniture Products

2.1 The Seller may charge for delivery of Furniture Products in accordance with its delivery charge policy or the quotation applicable when the Order is accepted.

2.2 The Seller will use reasonable endeavours to deliver Furniture Products within the period stated in the Contract, but delivery may be affected by circumstances beyond its control and time is not of the essence.

2.3 Palletised deliveries may be made by an articulated vehicle. The Buyer must notify the Seller of access restrictions when placing the Order. Failure to do so may result in a failed delivery and additional redelivery charges.

2.4 If Furniture Products cannot be unloaded at the delivery address for any reason, one attempt to redeliver may be made. If subsequent attempts fail or the Order is refused, the products may be treated as no longer required and a 35% restocking charge may apply. A request to redeliver to a different address will be dealt with on a case-by-case basis and the Seller may quote a separate redelivery charge.

2.5 Unless agreed otherwise when the Order is accepted, delivery is to the ground floor only and palletised deliveries are kerbside outside the delivery address.

3. Damaged and Faulty Furniture Products

3.1 The Buyer must notify the Seller of Furniture Products received damaged within three days of receipt.

3.2 The Buyer must notify the Seller of Furniture Products that are faulty, including products with a manufacturing fault, missing part or other manufacturer-attributable problem, within three days of identifying the fault.

3.3 If a Furniture Product is damaged in transit, the Seller may send replacement component parts as soon as reasonably practicable and, where possible, by next Working Day delivery.

3.4 Furniture Products arriving in damaged packaging must be signed for as damaged. Failure to do so may mean that a claim cannot be processed.

3.5 If a Furniture Product develops a manufacturing fault, replacement parts will be supplied in accordance with the applicable guarantee or warranty. If replacement parts cannot resolve the fault, the Seller may request photographs or other evidence or provide a replacement product and collect the faulty product.

3.6 If the alleged fault is not apparent on inspection, the product may be returned to the Buyer at the Buyer's expense and no credit will be applied.

4. Short Delivery and Errors

4.1 The Buyer must notify the Seller of Furniture Products that are short-delivered within one Working Day of delivery.

4.2 The Buyer must notify the Seller of Furniture Products received incorrectly within three Working Days of receipt. Incorrect products must remain in saleable condition and in their original packaging or additional charges may apply.

4.3 If the Buyer reports incorrect items and the correct items are in stock, the Seller will, where possible, send the correct items by next Working Day delivery and arrange collection of the incorrect items.

4.4 Where Furniture Products are returned because of an error by the Seller:

4.4.1 a replacement product may be sent against a new order referencing the original invoice. The replacement may be charged to the Buyer's account and credited when the returned product is received;

4.4.2 the Seller will issue a returns note and agree a collection date with the Buyer. Changes must be notified at least one full Working Day before collection;

4.4.3 the Seller may charge £15 for a failed collection caused by the Buyer's failure to comply with the agreed arrangements;

- 4.4.4** the Buyer must box or palletise returned products using their original packaging and attach the collection confirmation or returns reference. Products without a reference, without original packaging or not in saleable condition may be refused and returned at the Buyer's expense;
- 4.4.5** where collection is from a third party, the Buyer is responsible for failed collection or return charges and for ensuring the products are correctly packaged and identifiable;
- 4.4.6** the Seller will inspect returned products and, provided the requirements above are met, apply a credit to the original invoice; and
- 4.4.7** if the alleged fault is not apparent on inspection, the product may be returned to the Buyer at the Buyer's expense and no credit will be applied.

5. Furniture Products No Longer Required

- 5.1** The Seller may, at its discretion, accept the return of Furniture Products supplied to but no longer required by the Buyer and issue a credit note on the terms it chooses. The Buyer must follow the procedure and time period in condition 5.2.
- 5.2** The Buyer must notify the Seller within 15 days of delivery. The Seller will issue a returns note if it agrees to consider the request.
- 5.3** The Seller may arrange collection and transport. With the Seller's consent, the Buyer may return the Furniture Products at its own expense to the address notified by the Seller. A 35% restocking charge applies to products collected by the Seller and a 15% restocking charge applies to products returned by the Buyer at its own expense.
- 5.4** Returned Furniture Products must be unused, in re-stockable and resalable condition, in original secure undamaged packaging and accompanied by the returns documentation. Products that cannot be restocked may be returned to the Buyer and the Seller may charge carriage.
- 5.5** If the returned Furniture Products are accepted, the Seller will issue a credit less the applicable 35% or 15% restocking charge. Original delivery charges are non-refundable.

Pink Group Facilities Supplies Products Supplementary Conditions

A. General

- A1** These Supplementary Conditions apply to Orders for Facilities Supplies Products and are in addition to the Conditions.
- A2** Words and expressions in these Supplementary Conditions have the meanings set out in the Conditions unless stated otherwise.
- A3** If there is a conflict between these Supplementary Conditions and the Conditions, these Supplementary Conditions prevail for Facilities Supplies Products.

B. Delivery Date Confirmation

- B1** Following receipt of an Order for Facilities Supplies Products, the Seller will, after consulting its relevant supplier where appropriate, advise the Buyer of the estimated delivery date. The Buyer may ask the Seller to agree to cancel if the date is unacceptable. The Seller may agree to cancellation only where it can cancel its own supplier order without penalty. If the Seller does not agree to cancel, it may proceed with the Order in accordance with the Conditions and these Supplementary Conditions.

C. Delivery

- C1** If the Buyer fails or refuses to take delivery of Facilities Supplies Products when agreed, the Seller may store them and charge the Buyer the reasonable costs of storage and insurance or, at the Seller's option, sell them at the best price reasonably obtainable. After deducting reasonable storage and selling costs, the Seller will account to the Buyer for any excess sale proceeds over the agreed price or charge the Buyer for any shortfall. If the Seller cannot sell the products, it may charge the Buyer their full invoice value.

D. Returns

D1 Facilities Supplies Products may not be returned after delivery except in accordance with this section D or where the Goods are defective.

D2 The Seller's customer services team must be notified by email to hello@pinkgroup.co.uk or through any online portal made available by the Seller, stating the reason for the return and providing the information requested by the Seller.

D3 If Facilities Supplies Products are damaged on delivery, the Buyer should refuse delivery and sign the delivery note as damaged. The products will be replaced free of charge provided the Buyer notifies the Seller within three days of delivery.

D4 If damage is discovered after delivery, the products may be non-refundable. If the Buyer notifies the Seller within three days and confirms the damage in writing within six days, the Seller may, at its discretion, offer a 5% discount on the price.

D5 If Facilities Supplies Products are faulty, the Buyer must notify the Seller as soon as possible. Products under £20 may be replaced free of charge. Products costing £20 or more may be collected and inspected and, if found faulty, replaced free of charge. If a product is found not to be faulty, the Buyer may be charged reasonable carriage and inspection costs and the original product may be returned after payment.

D6 If a Facilities Supplies Product is no longer required, the Buyer must notify the Seller within 14 Working Days of delivery. The Seller may accept the return at the Buyer's cost subject to a handling charge calculated as set out below or otherwise notified to the Buyer.

Cost of Facilities Supplies Product	Collection charge	Handling charge
£30 or less	Buyer's responsibility	£10.00
Between £30 and £120	Included in handling charge	£30.00
£120 or more	Included in handling charge	25% of the cost

E. Cancellation

E1 The Buyer may cancel an Order for Facilities Supplies Products at any time before dispatch only with the Seller's written approval. Once dispatched, any cancellation will be treated as a product no longer required under section D6 and may be subject to the applicable handling, collection and restocking charges.