

TERMS AND CONDITIONS

We ask you to read these terms and conditions fully before placing your order. You agree that you have fully read, understood and agree to our terms and conditions. All orders placed with and accepted by **NAKED MANUFACTURING GROUP HOLDINGS LIMITED, NAKED DESIGN LIMITED or NORFOLK OAK WORKTOPS LLP** are bound by these terms and conditions.

All prices on our website include VAT at the current rate unless otherwise stated.

1. DEFINITIONS

In these Conditions:

- a. The “Company” means NAKED MANUFACTURING GROUP HOLDINGS LIMITED.
- b. The “Customer” means the Customer of the Company.
- c. The “Contract” means any contract for sale of goods or services by the Company to the Customer.
- d. The “Goods” means any goods forming the subject of this contract including materials incorporated in them.
- e. ‘We’ means NAKED MANUFACTURING GROUP HOLDINGS LIMITED.
- f. “Us” means NAKED MANUFACTURING GROUP HOLDINGS LIMITED.
- g. “You” means you the Customer.
- h. Norfolk Oak, Naked Kitchens and Naked Doors are trading names of NAKED MANUFACTURING GROUP HOLDINGS LIMITED.

2. PAYMENT

- a. All outstanding balances as part of an order is due for payment 2 weeks prior to delivery. Goods will only be delivered with full payment having been received.
- b. All deposits relate to the design and manufacture of bespoke furniture, made to the client’s specifications. Therefore, deposits placed are non-refundable.
- c. The contract is formed after the deposit has been paid and is subject to these terms and conditions.
- d. Prices of goods not manufactured by us (including but not limited to appliances, worktops, and fitting) are subject to change. We reserve the right to vary the prices of these products prior to confirmation of your order.

3. DELIVERY HELP AND RELATED ISSUES

- a. Goods will not be left without a valid signature from the Customer or a responsible person elected by the Customer, who must be 18 or over.
- b. If no one is available to help unload and / or sign for the goods, re-delivery will result in a re-delivery charge equal to the original cost of delivery, unless the inability to deliver prejudices further deliveries, in which case The Company reserve the right to charge the Customer for the cost of other re-deliveries which we were unable to make due to the inability to deliver.
- c. The Company deliveries are made by one man only. Help must be provided by the Customer for unloading, and the delivery service is to the kerb side only.

- d. Where The Company informs the Customer that the goods are particularly heavy and require multiple helpers, it is the Customer's responsibility to provide the correct number of suitable helpers to help carry the Goods.
- e. In order to provide good customer service, drivers are permitted to help carry goods into a Customer's house, but this is on the strict understanding that neither The Company nor the delivery driver have any liability whatsoever in attempting to help the Customer. This help is given at the driver's discretion and forms no part of the contracted delivery service.
- f. Transfer of liability for the Goods passes to the Customer once the Goods are safely out of the delivery vehicle. The Company will not accept any liability for damage to the Goods, the Customer's property, or any personal injury to the Customer or any third party once removed from the vehicle.
- g. The Customer agrees there will be someone competent available to help with the unloading of the goods and warrants that any helpers are suitable for the unloading process and The Company will accordingly not accept any liability for any injury arising from any delivery. Goods can be extremely heavy; it is the Customer's responsibility to ensure the designated helper is strong enough / fit enough to help with the delivery.
- h. It is the Customer's responsibility to ensure the unloading area and drop off point are suitable. The Company cannot be held liable for any injury to persons unloading the delivery no matter how caused.
- i. Any damage must be reported within 48 hours. No liability by The Company for damage can be assumed after this period.
- j. Where goods are delivered by courier, it is essential the goods are unwrapped and checked for damage. If the goods are signed for in good condition then The Company cannot be held liable for any damage.
- k. Any appliances (including but not limited to sinks, taps, hoods and other third party accessories) ordered to accompany the kitchen are contracted individually and therefore separate from the supply of the kitchen.
- l. At the time of appliance order confirmation and payment of the appropriate deposit, we will place the correct order with the manufacturer / supplier and get a confirmation of an expected delivery date. We will inform you immediately if the expected delivery date is not within the timescales to be able to deliver your appliances in a timely manner. Under no circumstances is a kitchen order accepted contingent on the timely supply of appliances.
- m. We cannot be held liable if the manufacturer/ supplier then delays delivery at a later date. In these circumstances, we will do our best to help, including find a suitable alternative, or of course offer a full refund for the item.
- n. The client expressly agrees that we are not liable for any subsequent delays to the completion of the order as a result of any appliance delays, nor are we responsible for any consequential loss. Since the Covid 19 pandemic there have been significant delays to certain appliances, and, with the further effects of the war in Ukraine and now the Middle East, there is further uncertainty in appliance supply chains. The client fully acknowledges and accepts this general state of affairs and understands that these risks rest with the client, and that these matters are out of our control.

4. DELIVERY DATES

- a. The Company always makes every effort to deliver goods within the delivery option requested at the time the order was placed. However we cannot guarantee this, and we will not accept any liability if your order is delivered outside any previously agreed time or date. Time is not of the essence in this contract.

- b. Where the original delivery date is delayed by The Customer, we cannot guarantee to meet any requests by The Customer for a revised date and we will not accept any liability if your order is delivered outside of this window.
- c. We recommend that you only arrange for tradesmen to carry out work on your behalf after your goods have actually been delivered. We will not be responsible for any losses incurred for late delivery no matter howsoever caused.
- d. If there is any damage during delivery, we will endeavour to replace or repair the items as quickly as possible, however we are not liable for any further costs you may have to incur.

5. CONSUMER RIGHTS AND DISTANCE SELLING REGULATIONS

- a. Our obligations Under Consumer contracts (ICAC) regulations.
- b. Under the CC (ICAC), the client has the right to cancel the contract within 14 days of the contract being made for any off the shelf product. If an off the shelf product has been delivered, then it must be sent back to us at the clients' expense, and it must arrive back in a good and saleable condition.
- c. These rules DO NOT apply where goods are made to the specific requirements of the client. We do not hold stock of ANY finished items. Therefore each and every item manufactured by us is bespoke and made to the clients specifications, regardless of whether the sizes and colours are standard or not.
- d. In order to meet delivery times, work starts immediately the contract has been made. This is not just to actual manufacture, but also in CAD, design, optimisation, purchasing and planning. There is therefore NO right of cancellation for any orders of kitchens, doors, worktops or any other items where we have been contracted to manufacture the items.

6. RETENTION OF TITLE

- a. Title to the goods shall remain vested in The Company and shall not pass to the customer until the price for the goods has been paid in full and The Company's obligations have been fully carried out.
- b. Until title to the goods passes The Company have the authority to retake, or otherwise deal with and/or dispose of all or any part of the goods, including entering onto private land and physically retaking and removing, even if fitted the goods doing as little damage as possible but not to be liable for any damage so caused.

7. MANUFACTURE

- a. Goods are prepared for the Customer according to our workshop schedule. If the Customer delays delivery or collection after the items have been made, storage of the goods is entirely at the Customers' risk. The Company will not be liable for any damage no matter how caused. The Company will endeavour to store the items carefully, however the Customer agrees that timber, as a natural product, is subject to movement and may move during the period of storage. The Customer expressly agrees that The Company is not liable for any such movement, as we do not have the correct environmental storage to prevent such movement. Any delays in delivery requested by The Customer will incur storage costs.
- b. Goods are subject to availability. If any items of your order are out of stock or the material to make them are not available, we will advise you immediately of the expected delay in delivery. We reserve the right to substitute out of stock items with a more expensive product at our discretion but at no additional cost to the customer.

- c. All works undertaken by The Company have a + / - 2 millimetre margin for error per cut. All timber reacts differently when cut. When undertaking work on a Customer's items, the Customer accepts that unforeseen variations in the timber may result in minor breakouts or machine marks. In order to minimize any possible effects of this, The Company may, at its discretion, chose to modify or amend any cutouts or sizes as it sees fit to best deal with the situation. Further, where necessary, The Company may use filler in order to repair such damage. The Customer accepts that it is these variations in density and hardness of timber are a natural part of the product, and not the fault of The Company. Naturally, The Company warrant that it takes all reasonable steps to avoid damage of this, or any other nature. In certain circumstances, flaws and faults within the timber may be exposed during the manufacturing process. The Customer accepts this is a natural feature of the timber, and not the fault of The Company. The Company will do their best to remedy the situation, but cannot be liable for any defects exposed in this way.
- d. The statutory right of cancellation does not apply to orders which are made to measure or in any way cut or altered to your requirements.
- e. If custom or bespoke orders are faulty, The Company reserve the right to take corrective action, which may involve the return of the faulty item to our workshops for repair. We may, at our discretion, replace the item. You agree to let The Company perform corrective work at your premises if we deem that suitable. If we decide the items need to be returned to the workshop for corrective action, the Customer will organise and be responsible for the removal. Any cost of removal and or re-installation will be borne by the Customer, no matter what the reason, even if the item(s) is faulty.
- f. We colour match our paint to any colour of your choice. Whilst every effort is made to get a very good match, slight variations in sheen and material may result in slight visible variation of colour.

8. QUOTES, SIZES AND ORDER CONFIRMATION

- a. Whilst we do our best to interpret figures, diagrams, drawings or conversations which detail the sizes, shapes and details of your quote, we are unable to guarantee that this is a correct interpretation of your exact requirements, and cannot be held liable if these subsequently prove to be incorrect.
- b. It is up to you the Customer to ensure that the sizes, shapes and dimensions detailed in our quote are correct for what you require. Before manufacture, we will produce an order confirmation which is the basis on which we manufacture. It is also up to you the Customer to ensure that sizes, shapes and all the details of your order as detailed in your order confirmation email are correct for what you require.
- c. Illustrations, descriptions, weights and measurements shall be taken by the buyer as a guide only, and are not binding in detail. The Company reserves the right without notice and without affecting the validity of the contract to make such changes in materials, dimensions and design as are reasonable and desirable.
- d. Colour accuracy of the products viewed on our website cannot be guaranteed due to vagaries of the image reproduction process. Any images and samples should be treated as approximations only.
- e. If any changes are made to the order once it has been confirmed you will be charged an administration fee to process the changes.

9. TIMBER AS A NATURAL PRODUCT

- a. Wood is a natural product and has all manner of colour variations, and whilst we go to great lengths to colour match as much as possible, we cannot guarantee any replication of colour and grain pattern from piece to piece.

10. END GRAIN BLOCKS AND WORKTOPS

- a. End grain, by its very nature, is much more susceptible to movement based on atmospheric conditions. This is entirely normal and to be expected, including dimension changes of up to +/- 1.5% in normal interior environments. Small cracks may appear, sometimes along the glue line, which does not imply a manufacturing fault, it is just the way the material moves.
- b. Where cut-outs are leaving narrow sections of worktop, these may crack all the way through. Whilst The Company goes to great lengths to avoid this, the Customer accepts that the very nature of the raw material sometimes makes this unavoidable.
- c. The Company cannot be held liable for any mishandling, lack of initial oiling, inappropriate storage, improper maintenance or incorrect fixing. The Company recommends only Liberon Finishing Oil. The Customer agrees to take the correct installation and maintenance oiling as detailed by us in our oiling instructions. Failure to follow this will most likely lead to damage, and The Company cannot be liable for any damage in these circumstances.

11. WORKSURFACES

- a. Natural products such as marble, stone and granite will be subject to natural colour variations, imperfections and sizes from any samples presented. There may also be variations in Quartz or Ceramic (porcelain, Dekton, Neolith etc) stone (i.e. man- made products). Unless the goods are faulty, we accept no liability for any variances in this respect.
- b. As all orders are made to individual requirements, orders cannot be cancelled after confirmation of the order.
- c. Any changes to the final dimensions will be subject to an extra charge.
- d. The Customer agrees that there will be a decision-maker on site during templating to discuss join positions, appliance positions, and answer any other questions.
- e. Lead times vary depending on a number of factors, and as such will be confirmed when your order is placed.
- f. The Company will not connect or plumb any appliances or undertake any 'skilled' carpentry work. We recommend you call 'skilled' tradesman in to carry out any such works.
- g. The Customer must contact The Company a minimum of two weeks in advance of your requested templating date. Delivery dates are estimates only, though we will endeavour to deliver all goods on the agreed date.
- h. By the Customer notifying the Company that the project is ready for templating, the Customer agrees that the project is in the correct condition according to our Worksurface Preparation Checklist
- i. The Customer will incur a fee for rescheduling the templating or fitting within 48 hours of the booked time. This includes, but is not limited to, if the templating team cannot access the property or the project is not adequately prepared for template.
- j. Any outstanding balances must be paid before fitting is completed.

12. DIY EMULSION AND FURNITURE PAINT

- a. We make every reasonable effort to ensure the colours of our products are shown as accurately as possible. However, variations may occur due to differences in screen settings, and we cannot guarantee that the colour you see on your device will be an exact match to the product delivered. If colour accuracy is essential, we recommend requesting and reviewing physical samples before placing your order. Please also note that colour match to our cabinetry paint may vary depending on factors beyond our control, such as the base material, primer used, and the method of paint application.

- b. The customer is responsible for ensuring that appropriate, safe, and adequate storage facilities are available for the goods upon delivery. We will not be held liable for any loss, damage, or costs that arise from a failure to meet this requirement, and the customer agrees to indemnify us against such claims.
- c. All information provided by us—whether on our website, in writing, or verbally—is offered in good faith and for guidance purposes only. As product performance may depend on factors outside of our control, such as installation methods or site conditions, we cannot provide a warranty on the outcome of their use. Our liability is strictly limited to the value of the goods supplied. We do not accept responsibility for additional costs, delays, or consequential losses of any kind (including but not limited to labour, scaffolding, or wasted time).

13. CABINET STABILITY & TIPPING DISCLAIMER

- a. The Company is not responsible or liable for any tipping, instability, or related damage or injury that occurs once the cabinetry has been delivered or installed.
- b. While the Company may provide installation services, **the Customer remains responsible for ensuring that all fixing surfaces, walls, and structures are suitable, safe, and capable of supporting the cabinetry. The Company's installers cannot verify or guarantee the structural integrity of any surface to which cabinetry is fixed**, and any issues arising from inadequate or unsuitable structures remain the responsibility of the Customer.
- c. It is therefore the Customer's responsibility to ensure that all cabinetry is properly secured to suitable structural surfaces by a qualified installer. Any failure to provide appropriate fixing surfaces, or to secure freestanding units, may result in tipping risks for which the Company accepts no responsibility.

14. APPLIANCES

Timeframe for Returns

- a. Clients must notify us of their wish to return an item within 14 days of delivery. Items returned outside of this period may not be accepted.

Condition of Returned Goods

Returned items must be:

- a. Unused, undamaged and not previously installed, in their original packaging, including all accessories, manuals, and components, and in a fully resaleable condition.
- b. We reserve the right to refuse a return or apply a deduction if the item is not returned in a condition suitable for resale.

Method of Return

- a. Clients will be responsible for arranging the return of the item. We can assist in organising a collection, and any associated costs will be deducted from the refund unless the return is due to our error.

Refund Processing

- a. Refunds will be processed once the returned item has been inspected and confirmed to meet the above conditions.

Exclusions

- a. Made-to-order or customised items are not eligible for return once delivered, unless faulty.

15. FORCE MAJEURE

- a. The Company shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, pandemics or large-scale medical emergencies, 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, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

16. GUARANTEE

Our guarantee, as detailed on our guarantee page, is subject to the following conditions, exclusions and limitations:

Conditions

The warranty applies:

- a. to the person who purchased the cabinets. It is non-transferable to any other person;
- b. to cabinets utilised exclusively within a residential setting for personal purposes, as opposed to cabinets placed in and utilised within commercial establishments, workplaces, leased properties or similar;
- c. to cabinets employed in the environment for which they were originally designed, such as kitchen cabinets utilised in a kitchen setting, rather than kitchen cabinets utilised in an alternative setting, like a garage;
- d. to cabinets used and installed in accordance with any guidelines provided by us
- e. to cabinets manufactured by us. It does not apply to, for example, worktops, accessories or appliances

Exclusions

The warranty does not cover:

- f. damage caused or contributed to by events outside the company's control including but not limited to Acts of God, fire, explosion, extreme weather conditions, flood, vandalism, misuse, abrasion, leaks (or similar incidents), damage due to non-domestic use;

- g. damage or degradation in colour arising from ordinary usage and deterioration (fair wear and tear);
- h. damage inflicted or contributed to by deliberate harm, misconduct, abuse, negligence, improper storage, or environmental circumstances.
- i. damage or degradation to any glass.

Limitations

- j. Removal of the defective cabinets (or parts) will not be the responsibility of the company.
- k. Installation of any repaired or replacement cabinet or cabinet part will not be the responsibility of the company.
- l. Any replacement items from us will be delivered to you directly, if you are within the UK mainland.
- m. This warranty is non-transferrable and belongs to the original purchaser as shown on the invoice.

For any projects fitted outside the UK:

- n. Any replacements will be parts only.
- o. Replacements will be made available for collection, with shipping the responsibility of the Customer.
- p. This includes orders whose original delivery was arranged by us.

17. KITCHEN FITTING DISCLAIMER

- a. Unless specified otherwise, all kitchens are supply-only and installation is not included in the quoted price.

18. COPYRIGHT

All design, text and imagery on all of our websites including and not limited to:

- a. www.norfolkoak.com
- b. www.nakedkitchens.com
- c. www.nakeddoors.com

19. VARIATION

The Company reserves the right to:

- a. Alter these Terms and Conditions upon giving you advance notice.
- b. Decline service to any individual Customer. The above Terms and Conditions shall not affect your statutory rights as a consumer. The contract between us shall in all respects be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.