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## STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

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### BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods by Firebelly Stoves Limited, a Private Limited Company registered in England under number 05771228, whose registered and trading address is Unit B Marshall Hall Mills, Elland, HX5 9DU.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Business Day”</b>	means, any day other than a Saturday, Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Commercial Unit”</b>	means a delivery of Goods, the character and/or value of which would be materially impaired if divided;
<b>“Contract”</b>	means the contract for the purchase and sale of Goods, as explained in Clause 3;
<b>“Goods”</b>	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Acceptance);
<b>“Month”</b>	means a calendar month;
<b>“Price”</b>	means the price payable for the Goods;
<b>“Special Price”</b>	means a special offer price payable for Goods which We may offer from time to time;
<b>“Order”</b>	means your order for the Goods as attached;
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 3;
<b>“We/Us/Our”</b>	means Firebelly Stoves Limited, a Private Limited Company registered in England under number 05771228, whose registered and trading address is Unit B Marshall Hall Mills, Elland, HX5 9DU.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

## 2. **Information About Us**

- 2.1 Firebelly Stoves Limited registered in England under number 05771228, whose registered and trading address is Unit B Marshall Hall Mills, Elland, HX5 9DU..
- 2.2 Our VAT number is 882886265.
- 2.3 We are regulated by CE European quality assurance scheme.
- 2.4 We are a member of HETAS and DEFRA quality assurance schemes.

## 3. **The Contract**

- 3.1 These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
  - 3.4.1 The main characteristics of the Goods;
  - 3.4.2 Our identity (set out above in Clause 2) and contact details (set out below in Clause 13);
  - 3.4.3 The total Price for the Goods including taxes or, if the nature of the Goods is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
  - 3.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
  - 3.4.5 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;
  - 3.4.6 Our complaints handling policy;
  - 3.4.7 We shall ensure that you are aware of Our legal duty to supply goods that are in conformity with the Contract;
  - 3.4.8 Where applicable, details of after-sales services and commercial guarantees;

#### 4. **Description and Specification of Goods**

- 4.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to the bespoke nature of the products and production process.
- 4.2 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.
- 4.3 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.
- 4.4 When placing an Order for bespoke Goods, please ensure that all information that you provide to Us is correct, accurate and complete. We cannot accept the return of any bespoke Goods if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

#### 5. **Orders**

- 5.1 All Orders for Goods made by you will be subject to these Terms and Conditions.
- 5.2 We will only accept changes to Orders for bespoke Goods if We are reasonably able to accommodate your request without additional work.
- 5.3 If your Order is changed, We will inform you of any change to the Price in writing.
- 5.4 We will only accept an Order cancellation for bespoke Goods if We have not yet begun making or altering the Goods. If you request that your Order be cancelled, you must confirm this cancellation in writing (unless you are cancelling under sub-Clause 12.2.5 due to an event outside of Our control).
- 5.5 Should you choose to cancel an order for bespoke goods, We reserve the right to charge a cancellation fee of up to 100% of the order value at Our discretion. The reasons for which will be communicated to you in writing.
- 5.6 We may cancel your Order at any time before We despatch the Goods in the following circumstances:
  - 5.6.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or
  - 5.6.2 An event outside of Our control continues for more than six months (please see Clause 12 for events outside of Our control).
- 5.7 If We cancel your Order under sub-Clause 5.6 and you have already paid for the Goods under Clause 6, the payment will be refunded to you within 14 days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

## 6. Price and Payment

- 6.1 The Price of the Goods will be that shown in Our sales literature and website in force at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.
- 6.2 If We quote a Special Price which is different to the Price shown in Our current sales literature, the Special Price will be valid for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.
- 6.3 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.
- 6.4 We have made every reasonable effort to ensure that Our Prices, as shown in Our current sales literature are correct. Prices will be checked when We process your Order. If the actual Price of the Goods is lower than that stated in your Order, you will be charged the lower Price (unless the lower price was an obvious mistake that you could have reasonably recognised). If the actual Price of the Goods is higher than that stated in your Order, We will ask you how you wish to proceed.
- 6.5 All Prices include VAT unless otherwise stated. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 6.6 Our Prices exclude the cost of delivery. Delivery costs will be added on to the final sum due.
- 6.7 All payments for Goods must be made in advance before We can manufacture the Goods to you.
- 6.8 We accept the following methods of payment:
  - 6.8.1 Cash;
  - 6.8.2 Card;
    - 6.8.2.1 Card payments are subject to a 2.5% charge as a direct cost to the Company for this service.
  - 6.8.3 BACS;

## 7. **Delivery**

- 7.1 When We provide you with an Order Confirmation, We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond Our control. Unless agreed otherwise, the Goods will be delivered without undue delay and no later than 30 Calendar Days after the date on which the Contract is formed. Bespoke items may require additional
- 7.2 If you indicate in your Order that you wish to collect the Goods from Us yourself you may do so after receiving Our Order Confirmation, during Our business hours of 9am and 4.30pm Monday to Friday.
- 7.3 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods or, if you are collecting the Goods from Us yourself, when you have collected the Goods.
- 7.4 If for any reason We are unable to deliver the Goods at your chosen delivery address, We will leave a note informing you that the Goods have been returned to Our premises, requesting that you contact Us to arrange re-delivery. There may be a cost for re-delivery.
- 7.5 The responsibility (sometimes referred to as the “risk”) for the Goods remains with Us until delivery is complete as defined in sub-Clause 7.4 at which point it will pass to you. Please note, however, that if you do not wish to collect the Goods and do not wish to use Our nominated carrier to deliver them, instead choosing your own carrier, the risk in the Goods will pass to you as soon as they are passed to your chosen carrier.
- 7.6 You own the Goods once We have received payment in full for them.

## 8. **Faulty, Damaged or Incorrect Goods**

- 8.1 By law, We must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a refund, repair or replacement. Please note that if the Goods are incorrect as a result of your provision of incorrect information, rather than them not matching Our description, as explained in sub-Clause 4.6, you will not be able to return those Goods.

Please note that you will not be eligible to claim under this Clause 8 if We informed you of any faults, damage or other problems with the Goods before

your purchase of the them; if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 8 merely because you have changed your mind. Please refer to Clause 9 for details of what to do if you change your mind.

- 8.2 To return Goods to Us for any reason under this Clause 8, you may do so in person during Our business hours of 9am-4.30pm Monday to Friday or you may return them to Us by post or another suitable delivery choice. You may alternatively request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We are solely responsible for collecting the Goods in this case, however We may appoint a third party carrier to collect them in which case We will provide you with all relevant details. We will be fully responsible for the costs of returning Goods under this Clause 8 and will reimburse you where appropriate.
- 8.3 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 Calendar Days of the day on which We agree that you are entitled to the refund.

## 9. **Guarantee**

- 9.1 For Goods that We have produced, customised or altered (including bespoke Goods), We guarantee that for a period of two years from the date of delivery, the Goods will be free from material defects. This guarantee is subject to the exceptions listed in sub-Clause 9.2.
- 9.2 Our guarantee does not apply to any defects in the Goods caused by:
- 9.2.1 Normal wear and tear; as detailed in guarantee
  - 9.2.2 Deliberate damage and/or misuse of the Goods;
  - 9.2.3 Accidental damage;
  - 9.2.4 Failure to use the Goods in accordance with their instructions; or
  - 9.2.5 The alteration or repair of the Goods by you or any third party that is not authorised by Us.
- 9.3 Our guarantee exists in addition to your legal rights as a consumer. More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or Trading Standards Office.

## 10. **Our Liability**

- 10.1 We only supply Goods for domestic and private use. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind. By making your Order, you agree that you will not use the Goods for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.2 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors).
- 10.3 Nothing in these Terms and Conditions seeks to exclude or limit Your legal

rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office

## **11. Events Outside of Our Control (Force Majeure)**

- 11.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 11.2 If any event described under this Clause 11 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 11.2.1 We will inform you as soon as is reasonably possible;
- 11.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 11.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 11.2.4 If the event outside of Our control continues for more than 6 months We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
- 11.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 5.4 above.

## **12. Communication and Contact Details**

- 12.1 If you wish to contact Us, you may do so by telephone at +44 (0)1422 375582 or by email at [sales@firebellystoves.com](mailto:sales@firebellystoves.com).
- 12.2 In certain circumstances you must contact Us in writing. When contacting Us in writing you may use the following methods:
- 12.2.1 Contact Us by email at [sales@firebellystoves.com](mailto:sales@firebellystoves.com); or
- 12.2.2 Contact Us by pre-paid post at Firebelly Stoves Ltd, Unit B Marshall hall mills, Elland, HX5 9DU.

## **13. Complaints and Feedback**

- 13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

- 13.2 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
- 13.2.1 In writing, addressed to Firebelly Stoves Ltd, Unit B Marshall hall mills, Elland, HX5 9DU,
  - 13.2.2 By email, addressed to Complaints Manager at sales@firebellystoves.com;
  - 13.2.3 By contacting Us by telephone on +44 (0)1422 375582

#### 14. **How We Use Your Personal Information (Data Protection)**

- 14.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 14.2 We may use your personal information to:
- 14.2.1 Provide Our Goods and services to you;
  - 14.2.2 Process your payment for the Goods; and
  - 14.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.
- 14.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
- 14.4 We will not pass on your personal information to any other third parties .

#### 15. **Other Important Terms**

- 15.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 15.2 You may transfer (assign) the benefit of the guarantee in Clause 9 to any person who purchases the Goods from you after you have completed purchasing the Goods from Us.
- 15.3 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 15.4 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions. This is subject to sub-Clause 16.2 and any purchaser to whom the guarantee has been transferred under that sub-Clause will be entitled to enforce the guarantee.
- 15.5 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority,



that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

- 15.6 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

**16. Governing Law and Jurisdiction**

16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.

16.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.