

RPG Industries Limited t/a The Stove Yard – Standard Terms and Conditions of Showroom Sales

These terms and conditions apply to the sale and delivery of any goods by The Stove Yard to a purchaser ("the Buyer") unless they are inconsistent with any other express terms of agreement made between The Stove Yard and the Buyer in writing before the Goods are delivered. The term 'Goods' implies any products or services supplied by The Stove Yard and 'Goods Distributor' implies the Goods manufacturer or Goods importer or their wholesale distributor(s).

These Terms and Conditions are not intended to limit or affect your statutory rights.

1 PAYMENT TERMS

1.1 Payment of the Goods is to be made in accordance with these Terms and Conditions unless agreed in writing by The Stove Yard.

1.2 A 50% deposit is required at the time of placing your order, but some items may need to be paid in full at the discretion of The Stove Yard. Any balance must be paid in full when Goods specially ordered by The Stove Yard are received into our warehouse.

1.3 All goods must be paid for in full prior to the Goods leaving The Stove Yard's warehouse.

1.4 The Buyer shall not be entitled to make any set-offs against sums due to The Stove Yard or withhold payment in respect of any counter-claim without the express written permission of The Stove Yard.

1.5 A Buyer in subsequent breach of these terms can be charged additional interest at the rate of 2% per month on the balance owed without prejudice to The Stove Yard's rights of recovery.

1.6 These terms and conditions of sale do not imply that a credit account with The Stove Yard is ongoing or that credit will be granted by The Stove Yard.

2.0 OFFER OF ACCEPTANCE

2.1 The placing of an order (whether verbally or in writing) and whether or not based on a quotation from The Stove Yard, shall be deemed to be subject to the Terms and Conditions herein contained, and these Terms and Conditions shall be applied to the order and to any contract resulting from the acceptance thereof to the exclusion of any other provision contained in any other document issued by either the Buyer or The Stove Yard, in particular, but without prejudice to the generality of the foregoing contained in any order sent by the Buyer.

2.2 Any modifications or amendments of these Terms and Conditions shall not be binding upon The Stove Yard unless otherwise stipulated herein, or agreed on behalf of The Stove Yard with the Buyer in writing.

2.3 The Stove Yard reserves the right to accept or reject, in whole or in part, orders or instructions received by it from any agent, employee or representative of the Buyer.

3.0 DELIVERY

3.1 Delivery dates and times given by The Stove Yard are deemed to be estimates only and any delay in delivery shall not give the Buyer the right to repudiate the contract or to reject the Goods in question. Whilst every care is taken to avoid delays to deliveries, The Stove Yard does not accept any liability for any loss or damage resulting from delay in delivery, or failure to deliver whether or not caused by circumstances within its own control.

3.2 Delivery of and risk in the Goods shall be deemed to have taken place by The Stove Yard, or our nominated courier's physical delivery of the Goods to the Buyer, the Buyer's premises, the Buyer's haulier or to the Buyer's nominated delivery address.

3.3 A signature for any delivery by any agent, employee or representative of the Buyer or by any independent haulier nominated by the Buyer shall be regarded as acceptance of the delivery and conclusive proof that the delivery by The Stove Yard or The Stove Yard's agent or courier carrying out the delivery in accordance with specific instructions given in writing by the Buyer, has been satisfactorily completed.

3.4 Where the The Stove Yard delivers Goods to the Buyer the Buyer has the responsibility of ensuring safe access and safe and suitable storage fully complying with all aspects and regulations regarding Health and Safety made by the Government or other acknowledged authority and that all receiving storage facilities will accommodate the Goods ordered and that all health and safety regulations and requirements laid down by the Government or other acknowledged authority are fully complied with at the point of delivery.

3.5 The Stove Yard cannot accept any responsibilities for the health and safety of the Buyer or his/her representatives mounting the Company's vehicles or the Company's designated courier's vehicles, for whatever reason or purpose.

3.6 Except when within a written guarantee is given by the Company, at any time or date for the delivery is an estimate only and shall not be of the essence. Claims for non-delivery or damage will only be accepted if received in writing by The Stove Yard within 3 days of date of delivery or of damage.

3.7 Failure to deliver the Goods or damage caused to the Goods due to inadequate site access and or the lack of proper facilities shall be at the risk of the Buyer.

3.8 The Stove Yard reserve the right to charge the Buyer for a delivery which has failed because the Buyer or their nominated representative has not been available to accept delivery from the Company or its designated courier on the agreed delivery day or the Buyer has not informed the Company of any adverse access conditions prior to the delivery.

4.0 COMPONENTS / QUANTITY

4.1 The quantity of all consignments shall be ascertained by or on behalf of The Stove Yard and be notified to the Buyer in written advice.

4.2 Such quantity shall be conclusive unless any irregularity in the measuring or in the notification is proved.

5.0 TRANSFER OF PROPERTY

5.1 The property in the Goods shall not pass to the Buyer and legal beneficial ownership of the Goods shall remain with The Stove Yard unless and until The Stove Yard has received payment in full for the Goods in question (each being considered as a whole).

5.2 In the event of recovery of Goods being necessary, The Stove Yard or its appointed agent shall be entitled to enter any premises where these Goods are stored or believed to be stored to retrieve the Goods.

6.0 RISK AND INSURANCE

6.1 The Stove Yard shall not be liable in respect of any claim arising out of any loss or damage caused to any person or property by the use of any of the Goods supplied.

6.2 The Buyer shall not be entitled to make any set-offs against sums due to The Stove Yard or withhold payment in respect of any counterclaim without the express written permission of The Stove Yard.

7.0 VALUE ADDED TAX (VAT)

7.1 All prices quoted by The Stove Yard are inclusive of Value Added Tax at the VAT rate ruling at the time of the quotation and are subject to alteration to any VAT rate variation applicable at the time of delivery.

7.2 The Stove Yard's interpretation and application of any special VAT rates for particular goods, or for any VAT which is not applied to goods deemed to be for a particular

purpose under the VAT rules or for export to the Buyer are subject to any HMCR final VAT ruling and The Stove Yard reserves the right to subsequently charge the Buyer for unpaid VAT that HMCR deems to be applicable to the goods.

8.0 FORCE MAJEURE

8.1 If the The Stove Yard is prevented or delayed (directly or indirectly) from making a delivery of the Goods or any part thereof on the agreed date of delivery or from otherwise performing the contract or any part thereof by reason of act(s) of God, war, riot(s), lock-out(s), trade dispute(s), fire(s), break-down, interruption of transport, extreme weather conditions, Government action, delay in delivery to the The Stove Yard of any Goods or materials or by any cause whatsoever (whether or not of like nature to those specified above) outside its control, it shall be under no liability to the Buyer and shall be entitled without any liability to extend the time or times for delivery or otherwise performing the contract or any part thereof by period equivalent to that during which such delivery or installation or performance has been prevented by any of the restrictions herein before referred to.

9.0 MANUFACTURERS' WARRANTIES

The term 'Goods' implies any products or services supplied by The Stove Yard and 'Goods Distributor' implies the 'goods' manufacturer or 'goods' importer or their wholesale distributor(s). These Terms and Conditions are not intended to limit or affect your statutory rights.

9.1 The Stove Yard shall at all times act in good faith in the pursuance of the Buyer's reasonable warranty claim under the Goods Distributor's warranty terms and conditions and the Goods Distributor's authorised agency agreements terms and conditions between The Stove Yard and the Goods Distributor.

9.2 The Goods Distributor's warranty does not cover the failure of the Goods to perform due to the failure of the Goods installation because of non-conformance to Building Regulations or good building practice.

9.3 The Goods Distributor's warranty does not cover any Goods which form part of an illegal installation (ie an installation which has not been notified to the local authority Building Control or which has not been carried out by a Hetas Registered Installer).

9.4 The Buyer agrees that The Stove Yard shall act on the Buyer's behalf in the first instance in determining the extent or validity of any reasonable claim made against the Goods Distributor under the terms and conditions of the Goods Distributor's warranty.

9.5 The Buyer agrees that The Stove Yard is therefore entitled to make any reasonable requests for information from the Buyer or to examine the Buyer's Goods to ascertain the extent or validity of the warranty claim and that the terms and conditions of the manufacturer's warranty have been met by the Buyer prior to the warranty claim being forwarded by The Stove Yard to the Goods Distributor on behalf of the Buyer.

9.6 Failure by the Buyer to satisfy The Stove Yard's reasonable requests for information as outlined in paragraph 9.5 will result in a warranty claim being rejected by The Stove Yard.

9.7 The Stove Yard's decision on the validity or extent of a warranty claim is final and therefore The Stove Yard can reasonably reserve the right not to act on the Buyer's behalf where it feels that the warranty claim is unreasonable or that the Buyer has failed to meet the terms and conditions of the Goods Distributor's warranty.

9.8 Where a Buyer's warranty claim has been rejected by The Stove Yard then no further correspondence regarding the Buyer's warranty claim shall be entered into with the Buyer by The Stove Yard and the Buyer should therefore correspond directly with the Goods Distributor to pursue their warranty claim.

9.9 Where a warranty claim is forwarded to the Goods Distributor on behalf of the Buyer by The Stove Yard it should not be deemed by the Buyer that the warranty claim will necessarily be met in full or in part by the Goods Distributor.

9.10 Where a warranty claim is rejected in full or in part by the Goods Distributor then this decision is final and no liability shall be accepted by The Stove Yard for any losses whatsoever incurred by the Buyer from the failure of the Goods or from the rejection of the warranty claim by the Goods Distributor.

10.0 REJECTED GOODS AND CANCELLED ORDERS

10.1 If the Buyer has cause to lodge a complaint regarding the quality or performance of the Goods delivered by The Stove Yard, details of such complaint must be received in writing at The Stove Yard's office within 7 days of the Goods being delivered or installed in order that the complaint can receive The Stove Yard's attention.

10.2 Outside of this arrangement the Buyer will not be entitled to receive recompense from The Stove Yard should the complaint subsequently contain any substance, except where the Good's quality or performance fail to meet the Goods Distributor's product terms and conditions.

10.3 Any Goods intended for return to The Stove Yard must be in a saleable condition and where reasonable within the original packaging.

10.4 Where goods have been specially ordered by The Stove Yard on behalf of the Buyer and are subsequently rejected by the Buyer or the Buyer cancels their order for the Goods, The Stove Yard shall be entitled to retain the Buyer's deposit in part or in full for the said Goods and in addition charge the Buyer for any subsequent re-stocking charges levied by the Goods Distributor for the return of the Goods by The Stove Yard to them. The minimum charge for this shall be not less than 25% of the total cost for the rejected goods or cancelled order.

10.5 Where Goods have been created or modified by the Goods Distributor for The Stove Yard at the request of the Buyer and the Goods are subsequently rejected or cancelled by the Buyer, The Stove Yard shall be entitled to charge the Buyer the full and final agreed cost for the Goods.

10.6 Goods to be returned by The Stove Yard can only be made with the prior written agreement of the The Stove Yard. Goods returned without prior written agreement can be rejected by The Stove Yard. Accepting such Goods by The Stove Yard's warehouse does not imply that The Stove Yard accept the Buyer's reason for returning said Goods.

10.7 Discounts, Bulk Discounts and Special Offers: Where The Stove Yard applies a discount to particular Goods or a general bulk discount to the whole of an order for Goods then The Stove Yard reserve the right, at our discretion, to determine the extent the value of any returned Goods shall affect the terms of the discount and how the return value of the Goods is subsequently applied to that discount.

11.0 INSTALLATION OF GOODS

11.1 It is required for the Buyer or their appointed responsible representative to be present when installation work is completed so that the Goods can be commissioned and their safe operation determined. This is not the responsibility of The Stove Yard.

11.2 The Buyer or appointed representative should ascertain that the work is complete, that the Goods supplied by The Stove Yard are performing correctly and that the installation has been finished to a satisfactory standard. This is not the responsibility of The Stove Yard.

11.3 Complaints will only be entertained by The Stove Yard if they are received in writing within 3 days of the date of the Goods installation up to a maximum of 28 days after the Goods were installed.