FINSAHOME LIMITED

Terms and Conditions for Business Customers

1. Definitions and Interpretation

1.1 In these terms:

(a) "**Buyer**" means the tradesperson, firm or company who purchases Goods from us ("you", "your" and words of similar effect being construed accordingly);

(b) "**Conditions**" means the standard terms and conditions of sale set out in this document which govern each Order;

(c) "**Contract**" means the agreement for the purchase and sale of the Goods between the Seller and Buyer;

(d) "**Design and Measurement Service**" means the bespoke service for Goods offered by the Seller;

(f) "**Forward Order Goods**" means any Goods supplied by the Seller which have been manufactured to order by a Third Party Supplier;

(h) "**Goods**" means the Goods (including any Forward Order Goods if applicable) whether supplied in whole or in instalments of the Goods or any parts for them which the Seller is to supply to the Buyer (pursuant to the Design and Measurement Service, where applicable) in accordance with these Conditions;

(i) "**Order**" means an order placed by the Buyer for the supply of Goods and accepted by the Seller in accordance with clause 3 below; and

(j) "**Seller**" means Finsahome Limited (company no. 08766171) registered office address Grandidges Quay, Dock Road, Birkenhead CH41 1BX ("us", "our" and words of similar effect being construed accordingly).

(k) "**Stock Items**" means the products identified as such within the Seller's order catalogue document (as updated from time to time); and

(l) "**Third Party Supplier**" means a company who manufactures goods for the Seller in respect of an Order for Forward Order Goods.

1.2 References to any statutory provision shall include (a) any subordinate legislation made under it, (b) any provision which it has modified or re-enacted and (c) any provision which subsequently supersedes it or re-enacts it.

2. Basis of contract

2.1 Each Order constitutes an offer from the Buyer to purchase Goods and/or Design and Measurement Service from the Seller in accordance with these Conditions.

2.2 Each Order shall only be deemed to be accepted when we take payment for the Order, send an order confirmation email or issue a written acceptance of the order (which may include issuing an invoice), or begin to process the Order, whichever is earliest, at which point the Contract between us shall come into existence.

2.3 These terms apply to each Contract with us, excluding any other terms you seek to impose or incorporate, or are implied by trade, custom, practice or course of dealing and no earlier correspondence, negotiation, or agreement shall form part of this Contract unless expressly incorporated in writing by the Seller.

2.4 Any quotation given by us shall not constitute an offer, and is only valid for a period of 20 days from date of issue.

2.5 Except to the extent that you have ordered our Design and Measurement Service and we have accepted an Order, no statement or representation by our staff as to fitness for purpose of Goods, estimates of quantities needed, correctness of measurements or plans shall form part of your contract with us, unless given in writing by one of our directors.

2.6 These terms shall apply to any replacement goods or goods in the form of assembled carcasses we supply.

3. Orders

3.1 Orders may be submitted in person, by email, via the Seller's official online customer portal or by telephone (in which case we may require you to confirm the order by email).

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the Order (including any design, drawings or measurements, the type and quantity of Goods, purchase order number etc., save to the extent that we have accepted your Order for our Design and Measurement Service) and giving any other necessary information within a sufficient timeframe to enable the Seller to fulfil the Order and perform the Contract in accordance with its terms. The Seller shall have no liability for incorrect or inaccurate information provided by the Buyer.

3.3 Save to the extent that the Design and Measurement Service is provided, while the Seller may communicate with the Buyer (or a third party appointed by the Buyer) in respect of the design of the Goods (or any part thereof), the Seller shall have no responsibility or liability for the design process or final design constituting an Order, and gives no guarantee as to the suitability of any such design.

3.4 Save in respect of the first Order placed by the Buyer (which will need to be paid in full on a proforma invoice basis, settled in cleared funds) where the Buyer has a credit account set up and credit available on their account, the Order will begin to be processed. In the event that the Buyer does not have a credit account set up and/or sufficient credit available on their account, the Order will be placed on hold until a credit account is established and/or sufficient credit is made available to an existing account and/or a proforma invoice has been paid in full and cleared funds. The Seller reserves the right to refuse to accept an Order or deliver Goods if the arrangements for payment or the Buyer's credit is not satisfactory to the Seller.

3.5 Orders for Stock Items shall be processed and a dispatch date (or date for collection) confirmed by the Seller.

3.6 Orders for Forward Order Goods will be allocated a dispatch date (or date for collection) following the Seller's receipt of confirmation from its Third Party Supplier in respect of such items.

3.7 A confirmation email, invoice or receipt shall be issued to the Buyer's primary email address for any Order(s) which have been accepted and confirmed by the Seller ("**Order Confirmation**" or "**Order Acknowledgment**").

3.8 The Seller may consider requests for cancellation of an Order for Stock Items, but not requests for cancellation of Forward Order Goods. In the event that the Seller accepts a cancellation of an Order for Stock Items, a refund for any sums paid by the Buyer shall be issued to the Buyer.

4. Goods and Services

Goods

4.1 The description of Goods is as set out in the "**Technical Data Sheet**" for the relevant Goods which can be downloaded from the Seller's website or otherwise made available upon request. The quantity of Goods shall be agreed between the Seller and Buyer at the point of the Order being placed.

4.2 Any samples, images, descriptive matter or advertising of Goods (collectively "**Sales Materials**") contained on our website, social media, brochures or other form of literature are issued or published for the sole purpose of giving an indication of the Goods described in them. Sales Materials shall not form part of any Contract or have any contractual force. Colour shades and textures may vary slightly from images on our website and brochures, or samples provided. No Contract with us constitutes a sale by sample.

4.3 The Goods will be packed by the Seller using materials determined by the Seller, unless the Buyer expressly notifies the Seller of an alternative requirement.

4.4 The quality of the Goods shall be as specified in clause 4.1. The Seller shall have no independent warranty obligations in respect of the Goods which shall be limited to the standard warranty provided by the manufacturer from time to time (the "**Manufacturer's Warranty**"). The Seller shall, at the Buyer's request and cost (if applicable), use reasonable endeavours to assist the Buyer in making claims under the Manufacturer's Warranty and shall act as an intermediary in processing such claims, provided that:

(a) the Buyer has complied in all material respects with its obligations under this Agreement, including without limitation payment obligations and any requirements relating to inspection, notification, storage, handling, installation, use and maintenance of the Goods (whether set out herein or within the Technical Data Sheet); and

(b) the Buyer complies with the terms and conditions of the Manufacturer's Warranty.

Except as expressly set out in this clause 4.4, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

4.5 Without prejudice to clause 5.4 below, the Buyer agrees to make a thorough inspection of the Goods before they are used or sold to a third party. Any claim by the Buyer which is based on any defect in the quantity, quality or condition of the Goods shall be notified to the Seller within 24 hours from the time of delivery or collection, or where the defect or failure was not apparent on reasonable inspection, within 24 hours after discovery of the defect or failure (save in the case of a specification defect arising after use of the Goods when in such case notice shall be given within 2 calendar days of the defect arising). If the Buyer does not notify the Seller within the relevant timescales, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

4.6 Any claim made by the Buyer shall be subject to the Seller being afforded a reasonable opportunity to examine the Goods and, if required, the Buyer shall return the Goods to the Seller's place of business to allow the Seller to examine them.

4.7 The Buyer agrees to make any subsequent user or purchaser of the Goods aware of the relative Technical Data Sheet (or similar) published by the Seller.

4.8 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet a specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled at its sole discretion to either replace the Goods (or the part in question) free of charge or refund the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer, and provided always that:

(a) the defect is not due to wilful damage, negligence (other than of the Seller), fair wear and tear, alteration or repair, incorrect storage, application, movement, installation, commissioning, use or maintenance of the Goods; and

(b) the defect is not due to any act or omission of the Buyer, its agents or contractors.

4.9 The Buyer may order and the Seller may deliver Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

Design and Measurement Service

4.10 If you use our Design and Measurement Service, we will provide the service using reasonable care and skill.

4.11 We shall use reasonable endeavours to meet any performance dates specified in your Order, but any such dates shall be estimates only and time shall not be of the essence.

4.12 You shall provide our staff with access to your premises, a safe working environment and all information our staff require to undertake our Design and Measurement service. If our performance of our Design and Measurement service is prevented or delayed by your failure to comply with these obligations or any other act or omission, we may suspend performance of our Design and Measurement Service until you have reimbursed us for any costs or losses we have incurred or sustained as a result.

4.13 All intellectual property rights in and to the Design and Measurement Service (including, without limitation, all rights in designs, drawings, plans, layouts, specifications, measurements, concepts, copyright, database rights and all other similar rights whether registered or unregistered) shall at all times remain vested in and be the sole property of the Seller. The Buyer shall not, and shall ensure that any third party shall not, use, reproduce, disclose, or rely upon the Design and Measurement Service for any purpose (including for the procurement of goods or services from any third party) without the prior written consent of the Seller.

4.14 The Buyer acknowledges and agrees that the Design and Measurement Service may involve a bespoke manufacturing process under which the Seller engages a third party manufacturer to produce the Goods in accordance with the Buyer's specifications. Accordingly, the Buyer shall indemnify and keep indemnified the Seller against all costs, expenses, charges, and losses (including any amounts payable to such third party manufacturer) incurred by the Seller as a result of any alteration, cancellation, delay, or non-acceptance of such Goods by the Buyer.

5. Delivery

5.1 Delivery shall be made by the Seller (or a third party on its behalf) to the Buyer's place of business as specified within the Order. Unless otherwise expressly agreed in writing, delivery shall be deemed complete when the goods have been unloaded from the delivery vehicle and placed at ground level outside the Buyer's premises. The Seller shall not be obliged to load or transport the Goods into the Buyer's premises or to any specific internal location.

5.2 Any dates and times specified for delivery are estimates only and while every effort will be made by the Seller to deliver the Goods on the specified date(s) failure to do so shall not be deemed a breach of the Contract and the Seller accepts no liability whatsoever for any loss or expenses (consequential or otherwise) arising from any delay in delivery. Time for collection or delivery shall not be made of the essence by notice.

5.3 Orders may be collected on-site where it shall be the Buyer's obligation to load such Stock Items into their vehicle. At the Buyer's request, the Seller may, without obligation, assist with loading using a forklift or other handling equipment. Any such assistance is provided strictly at the Buyer's risk. The Seller accepts no liability whatsoever for any loss, damage or injury to the Buyer's vehicle, its contents, or any third-party property arising out of or in connection with such loading operations, howsoever caused, and the Buyer shall ensure that their vehicle is suitable and fit for loading

5.4 It is the Buyer's sole responsibility to:

(a) provide the Seller with accurate delivery instructions;

(b) ensure that the public highway is clear of any obstruction to a heavy goods vehicle (HGV) at and leading to the delivery address;

(c) notify us in advance if you require a back tail vehicle or assistance from members of the Seller's staff to unload the Goods (subject to cost and availability), including the type of vehicle or number of staff required. In the event that such assistance is provided, the Seller's staff must be provided with safe working conditions;

(d) unload and transport the Goods from the kerbside of the public highway into the delivery address; and

(e) dispose of any materials, packaging or pallet(s) and take all steps to ensure the protection of persons or property in relation to such materials, packaging or pallet(s).

5.5 All goods must be examined by the Buyer at the time of collection or delivery, including for any damage in transit and the type and quantity of Goods delivered. The signing of a proof of delivery note shall be conclusive evidence as to acceptance of the Goods by the Buyer which are in order, undamaged and correct as to quality and specification. The Seller shall not be liable in any way for any discrepancies, shortages, or incorrect specifications, quality or otherwise, unless the same are noted clearly on the delivery documents by the Buyer upon receipt. If the Buyer fails to observe this clause it will be deemed to have accepted the Goods in good order and condition. For the avoidance of doubt, this clause shall apply equally where the Buyer subsequently transports, supplies or delivers the Goods to any third party or end customer, and the Seller shall have no liability for any loss, damage or discrepancy alleged to have arisen after collection or delivery to the Buyer has taken place.

5.6 In the event that a defect in Goods is apparent on delivery, the Buyer is still obliged to take delivery and the Seller (or its appointed carrier) is not obliged to remove or return the Goods. In such circumstances, the Buyer must notify the Seller and follow our instructions for the return or removal of the Goods.

5.7 If for any reason, despite our reasonable efforts, we are unable to deliver the Goods (due to the Buyer failing to satisfy any of the above responsibilities or otherwise), the Buyer will be deemed to have failed to take delivery and the Seller shall be entitled to store such Goods until delivery takes place and the Seller shall be liable for all associated insurance, storage and transport costs. If, 14 days after we notified you that the Goods were ready for delivery, you have not taken delivery, the Seller may resell or otherwise dispose of the Goods and, after deducting our costs and expenses, account to you for any excess over the price of the Goods.

6. Title and risk

6.1 Risk of damage to or loss of the Goods (but not title) shall pass to the Buyer:

(a) where the Goods are to be collected by the Buyer from the Seller's premises, at the time when they are loaded onto the Buyer's vehicle at which time the Buyer or his representative shall sign to accept the Goods in good condition;

(b) in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods the time when the Seller has tendered delivery of the Goods.

6.2 Title to the Goods shall not pass to you until the earlier of:

(a) we receive payment in full in cleared funds for the Goods and any other goods we have supplied to you; or

(b) you resell the Goods, in which case title to the Goods shall pass to you at the time specified in clause 6.3.

6.3 You may resell the Goods in the ordinary course of your business before we receive payment for them, but, if you do, neither the legal nor the beneficial title in the Goods supplied shall pass to the Buyer until the Buyer has made payment in full cleared funds to the Seller the Buyer shall be a bailee of the Goods from the Seller and shall owe a fiduciary duty to the Seller as bailee in the event of such resale. The Buyer shall discharge the fiduciary duty by accounting to the Seller for the price of Goods (and any interest due) from the proceeds of such resale but without prejudice to any other claims the Seller may have against the Buyer under the Contract.

6.4 If you enter administration, liquidation, or any composition or arrangement with your creditors, or commence winding up, have a receiver appointed over any of your assets, cease to carry on business or are made bankrupt, then you must notify us immediately upon becoming aware of the same and your right to resell the Goods terminates automatically and we may at any time:

(a) require you to deliver up all Goods in your possession which have not been resold or installed; and

(b) if you fail to do so promptly, enter the premises of you or any third party where the Goods are stored by you in order to recover them.

6.5 Until title to the Goods has passed you, you shall store the Goods separately from all other goods you hold, not remove, deface or obscure any identifying mark or packaging on the Goods, maintain the condition of the Goods and keep them insured against all risks for their full price.

7. Charges and payment

7.1 The price for the Goods and services shall be the price we quote to you in the most recent quotation before you place your order, or in the absence of a quotation shall be our published price list as at the date of the Order. Where we have expressly agreed to deliver the Goods, we may make additional charges for deliveries unless we specify that delivery is included in the quoted price.

7.2 We reserve the right to increase the price of the Goods, by giving you notice at any time before delivery, to reflect any increase in the cost of the Goods to us due to:

(a) any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by you to change the delivery date(s), delivery address, quantities or types of goods ordered; or

(c) any delay caused by any instructions you give us in respect of the Goods or failure by you to give us adequate information or instructions in respect of the Goods.

7.3 We shall invoice you in respect of our goods and services at any time after we have accepted your order. All amounts invoiced by us to you are exclusive of VAT which you must pay at the same time as making payment for our goods and services. All amounts due under each contract shall be paid in full without set-off, counterclaim or deduction.

7.4 You shall pay each invoice submitted by us:

(a) if you have a credit account with us, no later than the number of days we have agreed to allow for payment of each invoice for that credit account; or

(b) upon receipt of a proforma invoice; or

(c) in person.

Time for payment shall be of the essence of each Order.

7.5 If you fail to make any payment to us by the due date for payment:

(a) we reserve the right to report you to our credit insurers without notice (which may negatively affect your credit rating); and

(b) you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate, but at 4% a year when that base rate is below 0%.

7.6 A rebate may apply but only if expressly agreed in writing by Seller and subject at all times to the terms of such rebate. In the event that the Buyer is in breach of these Conditions or fails to pay any sums owing by the due date for payment, the Seller reserves the right to amend or retract the terms of such rebate.

8. Limitation of liability:

8.1 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with each contract including liability in contract law, tort law (including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in these terms limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

8.3 Subject to clause 8.2, the Seller's total aggregate liability to the Buyer for each Order shall not exceed the sum paid by the Buyer for the Goods in the relevant Order giving rise to such liability.

8.4 The Seller shall not be liable whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if such loss was foreseeable for any:

(a) any assembly, installation, or fitting of the Goods by the Buyer;

(b) any acts or omissions of the Buyer or any third party installer acting on its behalf;

(c) any loss or damage arising from incorrect, unsafe, or incomplete assembly or installation, including (without limitation) property damage, personal injury, or economic loss

(d) loss of profits;

(e) loss of sales or business;

(f) loss of agreements or contracts;

(g) loss of use or corruption of software, data or information;

(h) loss of or damage to goodwill;

(in each case whether direct or indirect); and

(i) any indirect or consequential loss.

8.6 The Buyer shall indemnify and keep indemnified the Seller against all liabilities, costs, claims, damages, and expenses (including legal fees) arising out of or in connection with:

(a) the assembly, installation, or use of the Goods by or on behalf of the Buyer; and

(b) any claim made by an end user or third party relating to such assembly, installation, or us

8.7 This clause 8 shall survive termination of any Contract.

9. Termination

9.1 The Seller may terminate the Contract with immediate effect by written notice if the Buyer:

(a) enters administration, liquidation, or any composition or arrangement with its creditors, or commences winding up, has a receiver appointed over any of its assets, ceases to carry on business or is made bankrupt (an "Insolvency Event");

(b) we reasonably believe that you are about to become subject to an Insolvency Event; or

(c) you fail to pay any amount due under an Order on the due date for payment.

9.4 You may apply to us for early termination of a contract to which we, in our absolute discretion, may or may not agree. If we agree to early termination of a contract, you must comply with any reasonable conditions we require for that early termination, including payment (which we may deduct from any refund) of all costs we have incurred since formation of the contract (which may include, for example, the price of all Goods delivered, the cost of all Goods ordered which we cannot return, costs of our Design and Measurement Service, delivery charges and a reasonable amount in respect of management and administrative expense). The provisions of clause 10 shall apply on early termination of a contract, except to the extent that clause 10 is varied by the reasonable conditions we require on early termination.

10. Consequences of termination

10.1 On termination of any Contract:

(a) you shall immediately pay to us all of our unpaid invoices and interest and, where we have supplied, but not invoiced for, services and goods, we shall submit an invoice for those services and goods which you shall pay immediately on receipt;

(b) you shall return to us (at your cost) all goods which have not been fully paid for. If you fail to do so, we may enter

your premises and take possession of them.

10.2 Termination of any contract shall not affect any accrued rights, remedies, obligations and liabilities of the parties.

11. Returns

11.1 If the Buyer considers that the Goods need to be removed and replaced due to damage or defects caused by the Seller, it must report any such issues to the Seller's customer service team, providing photos and detailed information of the alleged damage or defects without delay.

11.2 The Seller may investigate the claim, which might involve visiting the Buyer, inspecting the Goods and/or sending samples for further investigation (and the Buyer shall provide the Seller with access to its premises (or procure access to the premises where it has installed the Goods) and all other reasonable assistance it requires in such regard). Pending the outcome of such investigation, the Buyer shall store the Goods in a secure, safe and dry location (or maintain the Goods in situ), with risk in the Goods at all times remaining with the Buyer.

11.3 Subject to clause 11.4, if, following its investigation, the Seller agrees to the return of the Goods:

(a) the Goods will either be returned by the Buyer (in which case a returns note will be issued by the Seller), or the Seller will arrange for a vehicle to collect and return the Goods to its premises;

(b) the Buyer will be issued with a packaging specification sheet in respect of the Goods to be transported and pictures must be provided to Customer Service evidencing the Goods packaged and ready for return in accordance with such instructions;

(c) only once Customer Service has agreed to the Goods being returned will the Seller accept and unload the Goods from the vehicle; and

(d) after the Seller's inspection of the returned Goods, a credit note for the relevant amount shall be issued to the Buyer.

11.4 The Seller shall have no liability to the Buyer to the extent that:

(a) the Buyer carries out, or permits to be carried out, any further works in respect of the Goods which result in additional cost or loss prior to the Seller carrying out its inspection under clause 11.2; or

(b) any damage, defect, or non-conformity is determined to have been caused by any act or omission of the Buyer or any third party acting on its behalf, including as a result of any failure to follow the Seller's instructions or manuals relating to the Goods.

11.5 For the avoidance of doubt, returns in respect of Design and Measurement Service Goods are not accepted in any circumstances.

12 General

12.1 The Seller shall not be in breach of a Contract nor liable to the Buyer for any delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control including but not limited to acts of God, natural disasters, fire, flood, epidemic or pandemic, war, terrorism, civil unrest, governmental actions or restrictions, labour disputes, strikes, lockouts, embargoes, shortages or disruption in supply chains, interruption or failure of manufacturing processes, unavailability or delay in delivery of raw materials, power or utility failures, or any other circumstances that materially affect the ability of a party to perform its obligations.

12.2 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679)("GDPR") as retained in UK law. This clause 12.2 is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

12.3 Any notices given pursuant to or in relation to a contract shall be in writing and sent by post to a party's registered office or principal place of business, or by email to us at the contact address shown on our website or to you at any email address you have provided to us or used to send us an email. Postal notices are deemed delivered two days after posting, email notices are deemed delivered one day after sending without automatic rejection.

12.4 Any provision of a contract found to be invalid or unenforceable shall, to such extent, be deemed severable and the remaining provisions of the contract shall continue in full force and effect.

12.5 Failure or delay by us in enforcing any contract term shall not be construed as a waiver of any of our rights under the Contract.

12.6 You shall not be entitled to assign or subcontract any of your rights or obligations under the Contract.

12.7 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.8 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.