FINSAHOME LIMITED

Terms and Conditions for Consumer Customers

1. Definitions and Interpretation

1.1 In these terms:

(a) "**Buyer**" means the individual who purchases Goods from us for personal use and not for use in connection with a trade, business, craft, or profession ("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) 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 or via the Seller's official online customer portal or e-commerce platforms.

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

3.5 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.

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

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. We warrant that on delivery, the Goods shall:

(a) conform in all material respects with their description and any relevant specification.

(b) be free from material defects in design, material, and workmanship.

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

(d) be fit for any purpose held out by us.

The Goods shall otherwise 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 The Buyer agrees to make a thorough inspection of the Goods upon receipt and in any event before they are used. Any claim by the Buyer which is based on any defect in the quantity, quality or condition of the Goods shall be in accordance with clause 11 (*Returns*) and 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).

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.

4.8 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 Goods have only been used for their intended domestic use;

(b) 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

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

Design and Measurement Service

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

4.10 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.

4.11 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.

4.12 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.

4.13 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 designated delivery address 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 designated delivery address. 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 Where the Seller has agreed in writing to deliver the Goods, the Buyer shall pay an additional charge to the Seller to cover the cost of carriage and insurance of the Goods whilst in transit. All deliveries will be made at the kerbside of the public highway serving the delivery address (and delivery shall be deemed to have taken place when the Goods are made available for unloading). 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 designated 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) provide assistance where required for the unloading of any large items and thereafter transport the Goods from the kerbside of the public highway into the designated 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.

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.

6.2 Title to the Goods shall not pass to you until we receive payment in full and cleared funds for the Goods.

6.5 Until title to the Goods has passed You must not dispose of or otherwise transfer the Goods.

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 If we cannot make the change You have requested, or the increase in price as a result of making the change is unacceptable to You, You may want to end the Contract (see clause 11 - Your right to end the Contract).

7.4 We shall invoice you in respect of the Goods at the time you place your Order and payment shall be taken.

7.5 If you fail to make any payment to us we may immediately cancel the Order.

8. Our responsibility for loss or damage suffered by You:

8.1 The Seller is responsible to the Buyer for foreseeable loss and damage caused by the Seller. If the Seller fails to comply with these terms, the Seller is responsible for loss or damage the Buyer suffers that is a foreseeable result of the Seller's breach of the Contract or failure to exercise reasonable care and skill. The Seller is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will occur or, at the time the Contract was made, both the Seller and the Buyer knew it might occur (for example, if it was discussed during the sales process)

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 liability to the Buyer for all other losses arising under or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by the Buyer for the Goods under such Contract.

8.4 The Seller shall not be liable to the Buyer for any loss of earnings, loss of profit, or any indirect or consequential loss arising under or in connection with any Contract.

8.5 If the Buyer uses the Goods for any commercial, business or re-sale purpose, the Buyer shall not be treated as a consumer, and the Seller's liability shall instead be limited in accordance with the provisions of clause 8 (*Limitation of liability*) of the Seller's Terms and Conditions for Business Customers.

8.6 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 and Your rights to end the Contract

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 (and within the timescales specified in clause 4.5).

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 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 refund or 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 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.

Your right to end the Contract

11.5 If you are a consumer, your right to change your mind depends on how you purchase the Goods:

(a) Distance and off-premises contracts (including online and telephone sales): For most products bought online, by telephone or otherwise at a distance, you have a legal right to change your mind within 14 days from the day after the day you (or someone you nominate) receive the goods and receive a refund.

(b) On-premises contracts (in-store or in-person purchases): If you purchase products in person at our premises, you do not have a statutory right to change your mind or cancel the Contract. Any return, refund or exchange in these circumstances is at our sole discretion, unless the Goods are faulty, misdescribed or not otherwise in conformity with the Contract.

11.6 You do not have the right to change your mind for:

(a) Goods made to your specifications or which are clearly personalised (including without limitation any Design and Measurement Service Goods); and

(b) Goods which, after delivery, become inseparably mixed with other items.

11.7 For Goods purchased under a distance or off-premises Contract, you have 14 days from the day after collection or delivery of the Goods to notify us that you wish to cancel your Contract. If you cancel within this period, you must return the Goods to us within 14 days of notifying us of cancellation. You must pay for the costs of return.

11.8 Where you are not entitled to change your mind and We are not at fault, you may still request to end the Contract before it is completed. Any such request will be subject to our agreement. If we agree to cancel the Contract in these circumstances, You must pay for the costs of return.

11.9 If you are exercising your right to change your mind, We may deduct from any refund or charge you an amount reflecting the reasonable costs and losses we incur as a result of your cancellation, including (where applicable) costs of processing, handling, restocking, and any loss in value of the Goods (whether caused by your handling of them or otherwise).

12 General

12.1 The Seller shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by events outside its reasonable control (including events such as natural disasters, fire, flood, epidemic or pandemic, war, civil unrest, governmental actions, labour disputes, supply chain disruption or utility failures). This does not affect the Buyer's statutory rights, including the right to receive a refund where required by law.

12.2 Each party shall comply with applicable data protection laws in force from time to time in the UK, including the Data Protection Act 2018 and UK GDPR. This clause does not limit any party's statutory obligations.

12.3 Any notice under the Contract must be in writing and sent by post or email to the relevant address last notified by the receiving party. A notice is deemed received:

(a) if sent by post, two working days after posting; or

(b) if sent by email, one working day after sending, provided no delivery failure notice is received.

12.4 If any provision of the Contract is held to be invalid or unenforceable, it shall be deemed modified or deleted to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

12.5 Any failure or delay by the Seller in enforcing the Contract shall not constitute a waiver of its rights.

12.6 The Buyer may not transfer any of its rights or obligations under the Contract without the Seller's prior written consent.

12.7 No person other than the Buyer and the Seller shall have any right to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999.

12.8 The Contract is governed by the law of England and Wales. If the Buyer is a consumer, they may bring proceedings in the courts of England and Wales or in the courts of the part of the United Kingdom in which they live. The Seller shall bring proceedings only in the courts of the part of the United Kingdom in which the Buyer lives.