



TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

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1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following words and phrases shall have the following meanings:

“Condition” means any one or more of these Terms and Conditions.

“Goods” means the goods described in the Order Confirmation.

“Order Number” means the unique number that appears on the Order Confirmation.

“Parties” means the Authority and the Supplier.

“Price” means the price for the Goods given in the Order Confirmation.

“Products” means the goods described in the Order Confirmation.

“Order Confirmation” means an order for the purchase of goods which includes:

For the Kitchen (UK) Limited
Unit 12a, Evolve@Vision Park, Whittle Way,
Burnley, Lancashire, BB12 0AW
Telephone: **01282 450238**

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- The Order Number
- a description of the Goods;
- the date and, if appropriate, time, for delivery of the Goods;
- details of the delivery address;
- details of the address for invoices;
- any terms applying to the purchase of the goods which are additional to these Terms and Conditions.

“Buyer” means the person, firm or company whose name appears as the addressee in the Order Confirmation.

“Terms and Conditions” means these terms and conditions for the supply of goods.

1.2 The headings in these Terms and Conditions are for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.

1.3 Where the context permits, the use of the singular shall be construed to include the plural, and the use of plural the singular.

2. ABOUT US

We are For the Kitchen (UK) Limited (For the Kitchen), a company registered in England and Wales under company number 13184746 and with our registered office at Oswaldtwistle Mills Business Centre, Clifton Mill, Pickup Street, Accrington, United Kingdom, BB5 0EY. Our trading address is Unit 12a, Evolve@Vision Park, Whittle Way, Burnley BB12 0AW. Our VAT number is GB439972736.

3. CONTRACT FORMATION

3.1 All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that we have accepted your order (the “Order Confirmation”). The contract between us (“Contract”) will only be formed when we send you the Invoice Confirmation.

3.2 The Contract will relate only to those Products we have confirmed in the Invoice Confirmation.

4. YOUR STATUS

By placing an order with For the Kitchen, you warrant that:

- (a) you are legally capable of entering into binding contracts;
- (b) you are at least 18 years old.

5. TERRITORY

We do not accept orders from addresses outside England, Scotland or Wales.

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6. THIRD PARTY SALES

6.1 Please note that in some cases, we accept orders as agents on behalf of third-party sellers. The resulting legal contract is between you and that third-party seller and is subject to the terms and conditions of that third-party seller, which they will advise you of themselves. You should carefully review their terms and conditions applying to the transaction.

6.2 We may also refer you to other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers, or from companies to whose website we have provided a link, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third-party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third-party seller.

7. DELIVERY

7.1 For the Kitchen shall deliver the Goods to the address for delivery given in your Purchase Order.

7.2 Your order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Order Confirmation, unless there are exceptional circumstances.

7.3 If For the Kitchen are unable to fulfil the order on the date requested, notice will be given to the buyer as soon as is practically possible, and delivery will be made when available.

8. PROPERTY AND RISK

8.1 Without prejudice to For the Kitchen's other rights and remedies under this Contract, risk in the Goods shall pass to the Buyer on acceptance of delivery.

8.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges where applicable.

9. WARRANTY

Any Product (excluding spares and accessories) purchased from us will, on delivery, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied. In these respects, we warrant Products (excluding spares and accessories) for 24 months following the date of delivery by For the Kitchen. If the Product is not fitted immediately, we will offer the warranty from the date of installation, provided this is done within 3 months of delivery, and the warranty is registered immediately

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through the For the Kitchen website. If the warranty is not registered, we will revert to 24 months warranty from the date of delivery by For the Kitchen.

10. DAMAGE TO GOODS IN TRANSIT

10.1 Any consignment of Goods dispatched by For the Kitchen shall be accompanied by a delivery note marked with the order number from the Order Confirmation. Where applicable, the delivery note shall also specify the means of transport, the place and date of delivery and the content of the packages.

10.2 Where some or all the Goods, have been damaged in transit (or have failed to arrive after dispatch) For the Kitchen shall either repair or replace the Goods in question (at the choice of the For the Kitchen) provided that:

- a) in the case of damage in transit, the Buyer has informed For the Kitchen of the damage within 96 hours (4 days) of receiving the Goods; and
- b) in the case of non-delivery, and where the Buyer has notified For the Kitchen of the intended date of delivery, the Buyer has informed For the Kitchen within 10 days of the notified delivery date that the Goods have not been received.

11. OUR LIABILITY

11.1 Subject to clause 11.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products and, subject to clause 11.2, any losses that you suffer because of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

11.2 Subject to clause 11.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits;
- (d) loss of anticipated savings;
- (e) loss of data; or
- (f) waste of management or office time.

However, this clause 11.2 will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (e) inclusive of this clause 11.2.

11.3 Nothing in this agreement excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) (fraud or fraudulent misrepresentation;

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- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987;
- (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

12. INSPECTION, REJECTION AND GUARANTEE

12.1 The Buyer shall permit For the Kitchen to inspect the Goods and shall provide all reasonable assistance in undertaking an inspection.

12.2 For the Kitchen shall not be taken to have waived any of its rights under this Contract if it does not carry an inspection or if it approves the Goods following an inspection.

12.3 The Buyer may, by written notice to For the Kitchen, reject any Goods which fail to meet the requirements of this Contract, provided that the Buyer gives notice of such rejection within 96 hours (4 days) of receiving the Goods.

12.4 If the Buyer rejects any of the Goods pursuant to this clause, it shall be entitled to:

- a) have the Goods concerned either repaired (at the choice of For the Kitchen) or replaced by For the Kitchen with Goods which comply with this Contract; or
- b) obtain a refund of any payment it has made to For the Kitchen.

12.5 Subject to any alternative guarantee arrangements made between the Buyer and For the Kitchen, the guarantee period applicable to the Goods shall be 24 months from delivery. Full details of the guarantee can be found on the For the Kitchen website.

12.6 If, within the guarantee period, the Buyer gives written notice of any defect which arose within the guarantee period under proper and normal use of the Goods, For the Kitchen shall remedy such defect as quickly as possible (whether by repair or replacement, as For the Kitchen shall choose) without cost to the Buyer.

12.7 For the Kitchen reserve the right to charge an engineer call out fee if the fault falls outside the terms of the warranty or is due to incorrect installation of the product ie. compromising the recommended ducting size, installation outside recommended parameters.

12.8 Any Goods rejected or returned, where the issue is covered under the terms of the warranty, shall be returned at For the Kitchen's expense, unless agreed otherwise.

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13. PAYMENT

13.1 In consideration of the supply and delivery of the Goods by For the Kitchen, the Buyer shall pay the Price quoted, except in cases of obvious error.

13.2 For the Kitchen shall submit an invoice for the Goods to the Buyer's email address for invoices given in the Order Confirmation. The invoice shall contain the Order Number given in the Order Confirmation, a full description of the Goods supplied and the Price.

13.3 Save where the Goods have not been delivered or are not in accordance with the Contract, the Buyer shall pay the invoice:

- a) on the last day of the following month after the date of invoice, if a credit agreement is in place between the parties; or
- b) immediately on receipt of invoice if the invoice is sent on a pro-forma basis.

13.4 In addition to the Price, the Buyer shall (where applicable) pay For the Kitchen a sum equivalent to any Value Added Tax (VAT) chargeable on the Goods supplied.

14. RECOVERY OF SUMS DUE

If any sum is recoverable from or payable by the Buyer under the Contract, that sum may be deducted from any sum then due or which, later becomes due to For the Kitchen under the Contract or under any other agreement.

15. ORDER CANCELLATION

15.1 If you cancel an order, prior to dispatch, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the request has been received.

15.2 If you wish to return a Product to us because it is no longer required, the item must be returned in original, unopened packaging in perfect, re-sellable condition. It must also be wrapped & palletised, and you will be responsible for the cost of returning the item to us. A handling and re-stocking fee of 15% of the cost of the goods will be applied. We will make the reimbursement, in the form of credit against your account, within 10 days of receiving the item in our warehouse. If the goods are not in perfect condition ie. the packaging has been damaged, the goods have been installed, we reserve the right to reject the return or apply an increased handling and re-stocking fee.

15.3 If you consider that the Product is defective, please refer to section 12. We will usually process the refund due to you as soon as possible and, in any case, within 14 days of the day we confirmed to you via e-mail that you were entitled to a refund. We will refund the price of a defective Product in full, any applicable delivery charges and any reasonable costs you incur in returning the item to us.

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16. TERMINATION

16.1 Without prejudice to any other rights or remedies of For the Kitchen under this Contract, For the Kitchen shall have the right forthwith to terminate this Contract by written notice to the Buyer or his trustee in bankruptcy or receiver or (if a company) its liquidator or administrator if the Buyer shall have a receiver appointed over all or a substantial part of its assets or (if an individual) be declared bankrupt or (if a company) shall go into liquidation or have an administrator appointed to manage its affairs.

16.2 For the Kitchen shall be entitled to terminate this Contract by notice to the Buyer with immediate effect if the Buyer has committed a material breach of this Contract and (if such breach is capable of remedy) has failed to remedy such breach within thirty days of being required by For the Kitchen in writing to do so.

17. TRANSFER OF RIGHTS AND OBLIGATIONS

17.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

17.2 You may not transfer, assign, charge, or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

17.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

18. NOTICES

18.1 Any notice or other communication given under or pursuant to this Contract must be given in writing. Communications must be sent to the address for communications given in the Order Confirmation (which may be altered at any time by the altering Party giving the other Party 15 days' notice of a changed address). Communications to the Authority must be sent to the address given for the buyer contact in the Order Confirmation and not to the address for invoices.

18.2 A notice or communication shall be deemed to have been received 2 working days after posting in the case of first-class delivery and 4 working days after posting in the case of second-class delivery unless the receiving Party proves otherwise.

19. DISPUTES AND MEDIATION

19.1 Before resorting to litigation, the Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract.

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19.2 If the Parties are unable to resolve the dispute, either party may, at any time, refer the dispute to mediation by a neutral advisor or mediator ("the Mediator").

19.3 The Parties shall seek to agree directions for how the mediation is conducted and, failing agreement, they shall seek directions from the Mediator.

19.4 If the Parties reach agreement on the resolution of their dispute the agreement shall be reduced to writing and shall be binding.

20. GOVERNING LAW

Unless the Purchase Order specifies otherwise, this Contract shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

21. EVENTS OUTSIDE OUR CONTROL

21.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

21.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; and
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

21.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

22. ENTIRE AGREEMENT

22.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions,

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correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

22.2 We each acknowledge that, in entering into a Contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions, or the documents referred to in them.

22.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

22.4 We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

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