



TERMS AND CONDITIONS FOR WEBSITE PURCHASES – BUSINESS TO BUSINESS

1. Definitions

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| Seller | means Fennel UK Ltd of Samson House, 10 Holme Road, Burnley, Lancashire BB12 0BJ. |
| Buyer | the person who buys or agrees to buy the Goods from the Seller’s website and/or acts as a Buyer on behalf of a third party. |
| We | “we” means the Seller, Fennel UK Ltd. as above. |
| You | “you” means the Buyer, the entity or legal person purchasing the Goods from the Seller, Fennel UK Ltd. |
| Conditions | the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller. |
| Goods | the items which the Buyer agrees to buy from the Seller as set out in the Order Confirmation provided following processing of the Buyer’s website order. |
| Price | the price for the Goods, excluding VAT and any carriage, packaging and insurance costs. |
| Contract | means the contract between the Buyer and Seller following processing and confirmation of the Buyer’s website order. |
| Order | the Buyer's order for the supply of Goods, as set out in the in the Buyer's website order form. |
| Working Days | means any day Monday to Friday excluding bank and public holidays in England; |
| Brochure | means the then-current (as at the date of the Website Order) version of the Fennel UK Ltd product brochure and any associated price lists. |
| Website | means the Fennel UK Ltd website located at www.fenneluk.com |
| Force Majeure Event | has the meaning set out in clause 14. |

2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods and/or Services, to the exclusion of all other terms and conditions including the Buyer’s standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document. For the avoidance of doubt, only the Conditions that appear on the Website shall apply to Orders, and the separate terms and conditions for non-website purchases or agreements shall not apply to Orders.
- 2.2 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods or commencement of the Services shall be deemed to be conclusive evidence of the Buyer’s acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of a director of the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.



3. Basis of Sales

- 3.1 The Buyer acknowledges that:
 - 3.1.1 all sales contemplated or concluded under these Conditions shall be on a business-to-business basis and that any Goods purchased hereunder are purchased for business purposes only.
 - 3.1.2 The Seller reserves the right to reject/cancel Orders (as appropriate) in the event that we reasonably determine that Goods are being ordered for non-business use; and
 - 3.1.3 the Seller may from time to time introduce minimum order volumes in respect of certain Goods and/or Orders, and reserves the right to reject/cancel Orders (as appropriate) in the event that such minimum order volumes are not met.
- 3.2 Although the Seller endeavours to ensure that the pricing information, product descriptions and associated images in the Brochure are kept up-to-date, the information on the Website will always be the most current and accurate source of pricing and product information. Consequently, in the event of any conflict between the content of the Brochure and the content of the Website, the content of the Website shall prevail.
- 3.3 The Order is an offer by the Buyer to purchase the Goods in accordance with these Conditions, which the Seller may accept or decline at our discretion. Please note that the Seller can only fulfil Website Orders to addresses within the United Kingdom and Mainland Europe. All Orders from Buyers for Goods for delivery outside of these locations will be processed directly by Fennel UK Ltd and the Seller's B2B Terms & Conditions will apply to such purchases.
- 3.4 The Order shall only be deemed to be accepted by the Seller when the Goods are dispatched to the Buyer, at which point the Contract shall come into existence and become binding upon the Buyer.
- 3.5 The Contract constitutes the entire agreement between the Seller and the Buyer. The Buyer acknowledges that they have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in the Contract.
- 3.6 The Buyer is responsible for ensuring that the details provided in the Website Order are complete and accurate in all respects.
- 3.7 All Goods are subject to availability. The Order Confirmation from the Seller confirms availability and anticipated delivery date, prior to receipt of the Order Confirmation the Seller is not obliged to fulfil any Website Order. If Goods are out of stock the Seller will, where possible, provide an approximate date for delivery of new stock.

4. Warranties

- 4.1 The Seller warrants that for a period of 24 months commencing on the earlier of either the date of delivery of the Goods, or the commencement of the Services (Warranty Period), the Goods and/or Services shall:
 - 4.1.1 conform with their description;
 - 4.1.2 be of satisfactory quality with the meaning of the Sale of Goods Act 1979;
 - 4.1.3 be fit for any purpose held out by the Seller; and
 - 4.1.4 be carried out in accordance with the Supply of Goods and Services Act 1982.
- 4.2 In the unlikely event of product failure, Fennel UK will send the original Buyer a replacement of the same model or a comparable model at no cost. This warranty covers defects in material and workmanship for 2 years from date of purchase. The warranty is for replacement only and does not cover the cost of removal, installation or other incidental charges, consequential damages nor compensation.
- 4.3 The warranty excludes or does not apply if/to:
 - 4.3.1 The product is damaged due to abuse or improper installation.
 - 4.3.2 The defect is the result of use outside intended purpose.
 - 4.3.3 Product modifications have been carried out.
 - 4.3.4 The product does not function properly because it was not originally designed, manufactured or approved for use with an incompatible cabinet material thickness.
 - 4.3.5 Normal wear and tear.
 - 4.3.6 Surface marks and damage caused by unsuitable cleaning products and abrasives.



- 4.4 To obtain a replacement within the warranty period the Buyer must telephone or e-mail Fennel UK Ltd (returns@fenneluk.com) and provide the following details:
- The date of purchase, Buyer name and item code number of the product.
 - Details of how the product was installed/used and the type of defect or malfunction experienced.

5. Description

- 5.1 Subject to Clause 3.3, the Goods are described in: (i) the Brochure; and/or (ii) the Website.
- 5.2 The Seller reserves the right to make changes to the specification of Goods which are considered necessary to achieve the required quality or performance, or to ensure conformity with any applicable statutory or EC requirements.
- 5.3 The measurements of the Goods including, without limitation, parameters such as size, capacity and weight are approximate only, and are as advised by the Seller's suppliers and manufacturers. Such measurements are correct to the Seller's knowledge but may be subject to errors and omissions. If this happens, the Seller will use reasonable efforts to supply the Buyer with a suitable alternative. On occasion, the Seller may have to discontinue the supply of particular Goods without notice for reasons beyond our control.
- 5.4 Please note that the colour of any Goods illustrated in the Seller's sales materials are representative only due to the limitations of print and electronic colour reproduction. The Seller disclaims, to the fullest extent permitted by law, any liability to the Buyer for any typographical, clerical, or other error, omission or mistake in sales materials, quotations, price lists, the Brochure, the Website, invoices or any other documents the Seller provides. Where any such error, omission or mistake has occurred, the Seller reserves the right to withdraw the relevant Goods from sale immediately and/or cancel any unfulfilled Orders for the relevant Goods without liability to the Buyer. Please note that some Goods may be supplied with alternative labelling or packaging to that illustrated, but the Goods will be of a similar quality and price.
- 5.5 It is the responsibility of the Buyer to check the Order Confirmation on receipt to check that all Order details are correct. If you identify an error, mistake or omission, you must let the Seller know immediately by emailing sales@fenneluk.com. We will offer you the options of reconfirming the Website Order with appropriate changes, or alternatively allowing you to cancel the Website Order pre-despatch. If you decide to cancel your Order at this stage, we will refund or credit you with any sum that has been paid.
- 5.6 Where indicated, the Goods must be used as stipulated. In addition, it is the Buyer's responsibility to check before purchasing that the Goods are suitable and safe for the people and purposes for which they will be used.

6. Order Cancellation

- 6.1 Any requests for cancelling an Order where it is no longer required should be made to the Seller, on 01282 871806 or via email at sales@fenneluk.com prior to despatch of Goods. Alternatively, please refer to our returns policy online at www.fenneluk.com for further details.

7. Delivery

- 7.1 All deliveries will be despatched to the delivery address notified by the Buyer at the point of order on the Website. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 7.2 The Seller reserves the right to make part delivery of an Order. Each of these deliveries will be deemed to be a separate transaction and shall be invoiced separately.
- 7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.
- 7.4 The Seller undertakes to use its reasonable endeavours to despatch the Goods so that such Goods will be delivered to the address provided by Buyer within three to five Working Days from the date of receipt of the Website Order unless Expedited Shipping is selected in the Delivery Options section of the Website Order. All dates for delivery are approximate only, and time shall not be of the essence in respect of delivery. Without prejudice to the foregoing, we shall not be liable for any delay in delivery



of the Goods that is caused by events beyond our reasonable control, or your failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. Goods may also be delivered in advance of estimated delivery dates.

- 7.5 The Seller reserves the right to charge costs of carriage and a restocking fee of up to forty per cent (40%) of the value of the Goods, or a minimum fee of £10, whichever is the greater, on any deliveries which are refused without a valid reason.

8. Acceptance of the Goods

- 8.1 The Buyer is required to check all deliveries within 3 Working Days of delivery to confirm all Goods confirmed by the Seller as despatched have been received. Any missing Goods or discrepancies from the Order Confirmation must be reported to the Seller in writing within this period via email address sales@fenneluk.com and the whereabouts of the missing Goods will be investigated by the Seller. Should the Seller be found responsible for non-delivery the Goods will be replaced and despatched by the Seller as soon as possible, subject to availability. Should the Seller identify that the Goods may have gone missing in transit they will investigate with the Courier and if proven that they have been mislaid by the Courier the Seller will seek compensation from the Courier on behalf of the Buyer and replacement Goods will be despatched, subject to availability. If missing Goods are not reported within the specified period the Seller is not obliged to investigate or provide replacements.
- 8.2 The Buyer shall carry out a thorough inspection of the Goods within 5 Working Days of delivery and give notice in writing via email address returns@fenneluk.com to the seller after discovering that some or all of the Goods do not comply with the Warranty above, the Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods. The obligation on the part of the Buyer to examine the Goods shall extend to the entire consignment.
- 8.3 The Buyer shall be deemed to have accepted the Goods 7 Working Days after delivery to the Buyer.
- 8.4 The Buyer takes full responsibility for ensuring that any third party directly receiving Goods on their instruction adheres to clauses 8.1, 8.2 and 8.3 above. The Seller is under no obligation to replace or repair any Goods identified as missing or defective outside of the periods stated.
- 8.5 Deviations of up to 10% of the ordered quantity and insignificant deviations in dimensions and colour shall not entitle the Buyer to register a complaint. Specimens shall be deemed to be average samples. The samples shall remain the property of the Seller unless they are invoiced separately and their ownership transferred.
- 8.6 In the event of a justified complaint the Seller may choose whether to provide free replacements for the Goods, or individual parts of them or whether to remedy the defects. If we acknowledge the defects but no decision as to what action we intend to take has been made within a period of 10 Working Days of receipt the written demand by the Buyer, the Buyer may demand the cancellation of the contract. In the event of a complaint the Buyer, at the request of the Seller, must return the parts at your own expense, correctly and suitably packed to the Seller. You shall not be entitled to return all the Goods against the will of the Seller in the event of a complaint if only requested to send the defective parts. All additional claims on the part of the Buyer, whether they involve compensation, reductions, cancellation (unless admissible as outlined above) or claims resulting from a positive violation of the contract and in particular for the compensation of other damage connected with the delivery of defective Goods, shall be excluded as long as this is legally possible, even in the event of justified complaints. Damage caused by gross negligence or malice shall be excluded from this exclusion of liability.
- 8.7 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
- 8.8 If the Buyer refuses to accept the Goods, the Seller shall be entitled to set an additional period of one week. If the Buyer does not specify a delivery date within this period, the Seller shall be entitled to deliver the order quantity without notification after the elapse of the period or to store them at his own premises or at the premises of a third party at the expense of the Buyer. The Seller and his storage agent may only be held liable for malice and shall not be obliged to insure the Goods. In all cases of acceptance delays, the total purchase price shall be payable without restriction, with the elapse of any agreed delivery deadlines and discounts. Storage monies and transport costs shall be charged to the Buyer.



9. Compensation in the event of non-fulfilment

9.1 If the Seller has a claim for compensation as a result of the complete or partial non-fulfilment of the contract by the Buyer, this may be claimed to a level equalling 25% of the purchase price for the non-delivered Goods without having to provide any evidence that damage has been caused (lump sum compensation). The Buyer may reserve the right to provide evidence that the damage cause was less than this amount. The Seller shall reserve the right to make a claim for compensation, which exceeds the amount of 25% of the purchase price.

10. Returns

- 10.1 Returns are accepted at the Seller's discretion however the Buyer must notify the Seller of discrepancies with or damages to Goods as per Clauses 8.1, 8.2 and 8.3 above. For returns where a Buyer has ordered goods in error, has changed their mind or no longer requires the goods the Seller reserves the right to charge costs of carriage and re-stocking fee to cover the associated costs of return. Our standard re-stocking fee is 20% of the original order value (net of carriage and VAT).
- 10.2 To request the return of any items for replacement, exchange or refund, please contact the Seller via email at returns@fenneluk.com with full details of the Order, and the reason for the return, within 5 Working Days of delivery for Goods which are damaged or faulty and/or Goods that you wish to return which were ordered in error or no longer required.
- 10.3 We will not accept the return of Goods without prior authorisation or where the returned Goods are unfit for re-sale, unless the Goods have been reported damaged or faulty in accordance with Clause 10.2. These Goods must be paid for in full by you.
- 10.4 Where product returns are agreed by the Seller, the defective Goods should be correctly and suitably packaged and labelled by the Buyer for their safe return. If Goods are not suitably packaged and are received back by the Seller with damage caused in transit, the Seller is not obliged to credit or refund the products. All returned items should be received back in the same condition in which they were shipped. This means that new items must be returned new, unused and complete and where possible in their original packaging. We reserve the right to refuse returns or to charge our fees and expenses if the Goods are not received in new, unopened condition.
- 10.5 If the Goods are not suitable to be returned by Royal Mail services, then at our discretion we may be able to offer a collection service. If the return is not the result of a Seller error and we arrange the collection and return for the Buyer we will deduct the cost of the return from any credit/refund that may be due.
- 10.6 Once the Seller is in receipt of the returned Goods they will carry out a returns inspection. This will be carried out no later than 2 Working Days after the Goods have been returned. On completion of the inspection the Seller will inform the Buyer of their decision whether they accept or reject the return and provide details of the action to be taken.
- 10.7.1 If the Seller accepts the return the replacement, exchange or refund will be actioned. The Seller will only refund the cost of sending an item back to us if it is found to be defective, damaged or incorrect.
- 10.7.2 If the Seller rejects the return the Buyer has the choice of having the Goods sent back to them at their cost or leaving the Goods with the Seller to dispose of as we wish. The Seller reserves the right to return the Goods to the Buyer at cost to the Seller should they not wish to dispose of the Goods and the Buyer must accept delivery of the Goods.

11. Price & Payment

- 11.1 Subject to Clause 11.4, the price of the Goods shall be the price set out on the Website. Subject to Clause 3.2, and unless otherwise stated, prices are valid within each quarter inclusive from January to March, April to June, July to September, October to December each calendar year.
- 11.2 Payment for the Goods is in advance, at the time you submit your Website Order.
- 11.3 The Buyer can only pay for the Goods using a debit card or credit card. Details of the cards we accept as means of payment are as set out on the Website. For the avoidance of doubt, alternative means of payment provided for non-Website Orders are not accepted for Website Orders.
- 11.4 The Seller may, by giving notice at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to any factor beyond our control (including, without limitation, foreign exchange fluctuations, increases in taxes and duties, and increases in manufacturing costs)



- 11.5 The price of the Goods on the Website is quoted in pounds sterling and excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. Payments outside of the UK must be made in pounds sterling.

12. Title and risk

- 12.1 The risk of deterioration, loss and incorrect shipment shall be transferred to the Buyer on delivery of the good to the address provided by the Buyer to the Seller. Incoterms for Goods to be despatched for delivery outside of the UK will be pre-agreed between the Seller and Buyer prior to despatch.
- 12.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 12.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 12.4 The Seller may at any time before title passes and without any liability to the Buyer:
- 16.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
- 16.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 12.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

13. Limitation of Liability: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 13.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
- 13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 13.1.2 fraud or fraudulent misrepresentation;
- 13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 13.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 13.1.5 defective products under the Consumer Protection Act 1987.
- 13.2 Subject to clause 13.1:
- 13.2.1 The Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 13.2.2 the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total value of the Goods undelivered.
- 13.3 After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.4 This clause 13 shall survive termination of the Contract.

14. Force Majeure

- 14.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.
- 14.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.



- 14.3 If the Force Majeure Event prevents the Seller from providing any of the Services and/or Goods for more than 1 month, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.

15. General

15.1 Notices.

15.1.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or e-mail.

15.1.2 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

15.2 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.3 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.4 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.5 This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

15.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Seller.

15.7 Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

15.9 Data Protection and Freedom of Information. Fennel UK Ltd. is registered under the Data Protection Act 2018 (as amended) and will safeguard Buyer or third party information in line with these requirements, as stated in our Privacy Policy which can be found on our website at www.fenneluk.com.