

1. Definitions

In these conditions, the following definitions shall apply:

“Appliance”: a unit or otherwise identifiable part of the Goods.

“Bribery Laws”: means the Bribery Act 2010 and all laws in connection with bribery or anti-corruption.

“Company”/“we”/“our”: Stovax Limited (company number 01572550, whose registered office is at Falcon Road, Sowton Industrial Estate, Exeter, EX2 7LF.

“Customer”: a person acquiring an Appliance from the Purchaser who is a consumer and has rights under any applicable consumer protection legislation.

“E-purchase”: a purchase of Goods by a Customer or end-user by means of the internet.

“National Support Infrastructure Requirements”: as described in clause 20.7.

“Purchaser”/“you”/“your”: the person, firm or company placing the Order or applying for an account.

“Order”: the order accepted by the Company for the Goods.

“Goods”: the goods specified in the Order.

“Specification” means the detailed description of product features and performance as set out in publications issued by the Company and available on the date of the Order including brochures, the website (stovax.com), user manuals and the [European Product Database for Energy Labelling](#) database (for EU only).

“Support Cost Charge”: as described in clause 20.6.

“Terms”: these terms and conditions.

“Working Day”: All days excluding Saturdays, Sundays and Bank Holidays in England.

2. Contract

- 2.1. These Terms apply to all contracts with the Company for the sale of Goods to the exclusion of all other terms or conditions (including any terms or conditions which the Purchaser may purport to apply under any purchase order, confirmation of order, specification or other document). No variation will be effective unless otherwise agreed in writing by an authorised representative of the Company.
- 2.2. Each Order for Goods by the Purchaser shall be deemed to be an offer by the Purchaser to purchase Goods subject to these Terms.
- 2.3. No Order placed by the Purchaser shall be deemed accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Goods are delivered to the Purchaser.
- 2.4. The Company’s employees and agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. Any advice or recommendation given by the Company or its employees or agents to the Purchaser, which is followed or acted upon by the Purchaser, but which is not confirmed in writing by the Company is followed or acted upon entirely at the Purchaser’s own risk. Nothing in these Terms will exclude or limit the Company’s liability for fraudulent misrepresentation.
- 2.5. All descriptive and shipping specifications, drawings, and particulars of weights and dimensions submitted with any quotations are approximate only.
- 2.6. The descriptions and illustrations contained in the Company’s catalogues, price lists, and other advertising matter are intended merely to present a general idea of the Goods described therein and none of the above shall form part of any contract with the Purchaser.
- 2.7. These terms incorporate the Company’s internet policy in force from time to time.

- 2.8. The Purchaser agrees with the Company that it shall only re-sell Goods via the medium of their own showroom or other property owned or occupied by the Purchaser. The Purchaser is not authorised to advertise or re-sell Goods on a website owned by the Purchaser or any third party without the prior written consent of the Company and any such website activity must be in accordance with the Company’s internet policy.

3. Credit Referencing

- 3.1. When the Purchaser applies to the Company to open an account, the Company will check the following records about the Purchaser and the Purchaser’s business partners
 - 3.1.1 Our own;
 - 3.1.1.2 Personal and business records at credit reference agencies (CRAs). When CRAs receive a search from the Company they will place a search footprint on the Purchaser’s business credit file that may be seen by other lenders. They supply to the Company both public (including the electoral register) and shared credit and fraud prevention information.
 - 3.1.1.3 those at fraud prevention agencies (FPAs).
 - 3.1.1.4 If the Purchaser is a director, the Company will seek confirmation, from credit reference agencies, that the residential address that the Purchaser provides is the same as that shown on the restricted register of directors’ usual addresses at Companies House.
 - 3.2. The Company will make checks such as; assessing this application for credit and verifying identities to prevent and detect crime and money laundering. The Company may also make periodic searches at CRAs and FPAs to manage the Purchaser’s account with the Company.
 - 3.3. Information on applications will be sent to CRAs and will be recorded by them. Including information on the Purchaser’s business and its proprietors and CRAs may create a record of the name and address of the Purchaser’s business and its proprietors if there is not one already. Where the Purchaser takes credit from the Company, we will give details of the Purchaser’s accounts and how the Purchaser manages it/them to CRAs.
 - 3.4. If the purchaser takes credit and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace the Purchaser’s whereabouts and recover debts that the Purchaser owes. Records remain on file for 6 years after they are closed, whether settled by Purchaser or defaulted.
 - 3.5. If the Purchaser gives us false or inaccurate information and the Company suspect or identify fraud the Company will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.
 - 3.6. If the Purchaser has taken Credit from the Company and does not make payments that the Purchaser owes the Company, the Company will trace the Purchaser’s whereabouts and recover debts.
 - 3.7. The Purchaser’s data may also be used for other purposes for which the Purchaser gives their specific permission or, in very limited circumstances, when required by law or where permitted under the terms of Data Protection Law.

How to find out more

This is a condensed version, to read the full details of how data may be used please ask one of the Company’s staff. You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0330 024 7574 or log on to www.callcredit.co.uk
- Equifax Ltd, Customer Services Centre, PO Box 10036, Leicester, LE3 4FS or call 0800 014 2955 or log on to www.equifax.co.uk
- Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0344 481 8000 or log on to www.experian.co.uk.

- 4. Order and acceptance**
- 4.1. The Purchaser shall be responsible to the Company for the accuracy of the terms of the Order (including any applicable specifications) and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the contract in accordance with its terms.
- 4.2. If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with the specifications and/or designs submitted by the Purchaser, the Purchaser shall indemnify the Company against all loss, damage, costs and expenses awarded against or incurred by the Company for infringement of any patent, copyright, registered design, design right, trade mark or other industrial or intellectual property rights of any other person, any claim in respect of royalties payable in respect of the Goods or any claims for loss or injury suffered by any person, firm or company or to its property or persons as a result of any defect, inherent or otherwise, in the Goods resulting from a defect in such specifications or designs.
- 4.3. The Company reserves the right to make changes in the specification of the Goods as are required to conform with any applicable safety or other statutory requirements or, where Goods are supplied to the Purchaser's specification, where such changes do not materially affect their quality or performance.
- 4.4. A separate contract shall arise in respect of each order which is accepted by the Company in writing, or accepted by the Company by delivery of the Goods.
- 4.5. No Order may be cancelled by the Purchaser except with the agreement in writing of the Company and on terms that the Purchaser shall indemnify the Company in full against all loss (including loss of profits), costs (including the cost of all labour and materials used), damages, charges and expenses, incurred by the Company as a result of cancellation.
- 5. Price**
- 5.1. The price for the Goods shall be the price quoted or referred to in any acceptance of the order or, if no price has been so quoted or referred to, the price shall be as set out in the price list of the Company applicable at the date of acceptance of the Order or, in the case of any errors or omissions, as subsequently notified by the Company to the Purchaser.
- 5.2. Unless otherwise stated, all prices are exclusive of value added tax and the cost of the delivery of the Goods.
- 5.3. The Buyer agrees with, and accepts, that the Seller has the right to adjust the prices specified until the date of delivery, to the extent the Seller's costs for the manufacture and delivery of the Products are affected as a result of, but not limited to, increased production costs, increased prices from subcontractors as regards to materials, components or freight, and/or costs attributable to sanction controls. Price adjustments in accordance with the previous sentence enters into force with immediate effect.
- 6. Delivery**
- 6.1. The Company will use reasonable endeavours to deliver on any date(s) indicated for the delivery of Goods but delivery dates should be regarded as approximate only and time for delivery shall not be of the essence in these Terms.
- 6.2. The Parties have agreed in the Agreement on a certain time for delivery. The Buyer agrees with, and accepts, due to shortages in raw material and components or disruptions in transport chains, that the agreed time for delivery is not binding on the Seller and shall only be considered as a preliminary delivery date.
- 6.3. The Seller is obliged to notify the Buyer without undue delay of delivery delays and to keep the Buyer informed of planned delivery dates.
- 6.4. Where delivery is made in instalments, delay in the delivery of one or more of the instalments shall not entitle the Purchaser to reject any remaining instalments.
- 6.5. Subject to Clause 6.4 below, delivery shall take place when the Goods are delivered to the Purchaser's premises unless the Purchaser has given the Company special instructions as to carriage or delivery in which case delivery shall take place when the Goods are delivered in accordance with the Purchaser's instructions.
- 6.6. Where the Purchaser requires delivery to take place outside the United Kingdom, delivery terms (insofar as they shall be inconsistent with this Clause 6) will be specified by the Company, in the acceptance of the Order.
- 7. Terms of Payment**
- 7.1. Payment shall be made in full not later than 30 days from the date of the Company's invoice. Time of payment by the Purchaser shall be of the essence. In the event that the Company is unable, by reason of the Purchaser's instructions or lack of instructions, to despatch the Goods when they are ready for despatch, the Company shall be entitled to invoice the Purchaser after notification to the Purchaser that the Goods are ready for despatch.
- 7.2. The Purchaser shall make all payments due under these Terms without any deductions whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Purchaser has a valid court order.
- If the Purchaser fails to make any payment on the due date then, without prejudice to any right or remedy available to the Company, the Company shall be entitled to:
- (a) cancel the contract and/or suspend any further deliveries to the Purchaser;
- (b) appropriate any payment made by the Purchaser to such of the Goods (or goods supplied under any other contract between the Company and the Purchaser) as the Company may think fit; and
- (c) charge the Purchaser interest (both before and after judgment on the amount unpaid) at the rate of 4 per cent per annum above the base rate of HSBC Bank PLC from time to time, such interest to accrue on a daily basis until the date of actual payment.
- 8. Risk and property**
- 8.1. The risk of damage to or loss of the Goods shall pass to the Purchaser at the time of delivery or, if the Purchaser fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods.
- 8.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Purchaser until the Company has received in cash or in cleared funds:
- (a) payment in full of the price of the Goods; and
- (b) payment in full for all other goods agreed to be sold by the Company to the Purchaser, for which payment is then due or accruing due.
- 8.3. Until such time as the property in the Goods passes to the Purchaser, the Purchaser shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods properly stored and insured and identified as the Company's property.
- 8.4. Until such time as the property in the Goods passes to the Purchaser (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Purchaser to deliver up the Goods to the Company, and if the Purchaser fails to do so forthwith, to enter upon any premises of the Purchaser or any third party where the Goods are stored and repossess the Goods.
- 8.5. The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Purchaser does so all monies owing by the Purchaser to the Company shall, without prejudice to any other right or remedy of the Company, forthwith become due and payable.
- 8.6. Until such time as the property in the Goods passes to the Purchaser, the Purchaser may not sell, manufacture or process the Goods in the normal course of its business.
- 8.7. In the event of the Purchaser failing to comply with the terms of payment or on the presentation of a petition for the winding up, administration or bankruptcy of the Purchaser, or the Purchaser having a receiver or administrator appointed in respect of the Purchaser or any of the Purchaser's assets, or in the event of any other insolvency or similar proceedings being commenced by or against it in any jurisdiction, or on the Purchaser ceasing or threatening to cease to carry on business, or (in the case of a company) if a meeting is called to consider a resolution to wind up the Purchaser, or a proposal for a Voluntary Arrangement in respect of the Purchaser, the Company and/or its agents may at any time enter upon any premises owned or occupied by the Purchaser for the purpose of taking possession of any goods the property in which belongs to the Company. The Purchaser

shall afford the Company inspection of any documents to such goods for the purpose of tracing them.

9. **Lien**

Without prejudice to any other remedies which the Company may have, the Company, shall in respect of all debts due and payable or accruing by the Purchaser to the Company, have a general lien on all goods and property belonging to the Purchaser in its possession (whether worked on or not) and shall be entitled, upon the expiration of 14 days notice to the Purchaser, to dispose of such goods or property as it thinks fit at any price in its absolute discretion and to apply the proceeds of sale thereof towards the payment of such debts.

10. **Shortages and damaged Goods**

The Purchaser shall be responsible for inspecting the Goods as soon as reasonably practicable following delivery. No claims for damaged Goods shall be made unless the Company is notified in writing within 30 days of receipt of the Goods. No claims for shortages or incorrectly despatched Goods shall be made unless the Company is notified in writing within this time. In the absence of such notification, the Purchaser shall be deemed to have accepted the Goods.

10.1 No claim for damaged goods may be made if the goods have been moved from the delivery address.

11. **Warranty**

11.1. Subject to Clause 2.5 and the conditions set out in this clause 11, the Company warrants that the Goods will correspond with their Specification at the time of delivery under Clause 6 and will be free from defects in material and workmanship for a period of one year from the date of delivery.

Extended Warranty – Products other than Professional XQ

11.2. The Company will extend the warranty in clause 11.1, from one year to five years provided that the Purchaser can demonstrate, firstly, that the warranty was registered with The Company within one month of the later of the purchase date or installation date, secondly, that the Goods have been serviced, by an appropriately qualified individual, in accordance with the Company's standards, within 30 days of the end of its first year of use and each subsequent year and, thirdly, that the installation complies with relevant Building Regulations and the rules in force, and is carried out by a suitably trained and qualified individual (HETAS registered in the United Kingdom or equivalent in other countries) with a certificate of installation and the appropriate commissioning report completed and retained by the end-user.

Exclusions to Extended Warranty – Products other than Professional XQ

11.3. The warranty afforded by this section does not extend to the glass, grate parts, damper, log retainer, ash pans, rope seals or baffles, as these are naturally wearing parts or parts which require replacement in connection with periodic maintenance.

Extended Warranty – Professional XQ Products

11.4. The company will also extend the warranty in clause 11.1 from one year to two years, in the case of powder coated twin wall, single wall enamelled flue pipe, cowls and accessories, within the Stovax Professional XQ range and from one year to ten years in the case of other twin wall components, within the Stovax Professional XQ range, provided that the Purchaser can demonstrate, firstly, that the installation was registered with The Company within one month of the later of the purchase date or installation date, secondly, that the installation complies with relevant Building Regulations and the rules in force, and is carried out by a suitably qualified individual, and the installation is registered with local building control or through the competent person scheme and, thirdly, on the chimney system being swept annually by an approved chimney sweep or HETAS Engineer and a signed record of this being maintained, and produced in the event of a warranty claim.

Exclusions to Extended Warranty – Professional XQ Products

11.5. The warranty in 11.4 relating to the Stovax Professional XQ range is subject to the following additional conditions:

11.5.1. Condensate collectors are considered to be 'wearing parts' and their life expectancy will vary depending on location, application, fuel usage and maintenance. For this reason, these components are covered by our 2 year warranty, outlined in 11.2 and 11.3 above, and not by the 10 year extended warranty outlined in this section;

11.5.2. All Stovax Professional XQ external components are manufactured from Stainless Steel for their overall longevity, and accordingly any internal components used inappropriately outdoors will not be covered by the 10 year conditional Warranty;

11.5.3. Damage or defects caused to components by being stored in a damp, unheated environment will not be covered by the warranty.

11.5.4. Some smokeless fuels contain halogens which when burnt in your appliance can cause premature corrosion to your chimney system, Only HETAS or SFA (Solid Fuels Association) approved fuels must be used with your Stovax Professional XQ System. For guidance on fuel choices please visit www.hetas.co.uk;

11.5.5. Stovax Professional XQ Chimney Systems must not be used for appliances burning plastic, constructional timber, painted timber, impregnated or treated timber, manufactured board and pallet wood. Use of any of these materials will invalidate the warranty;

11.5.6. Stovax Professional XQ Chimney Systems are not approved for use with incinerators;

11.5.7. Under no circumstance should an appliance be located where there is the potential of chemical contamination of the combustion air. Typical examples are de-greasing plants, dry cleaning agents and chemical cleaning products. Use of Stovax Professional XQ™ Chimney Systems in such circumstances will invalidate the warranty;

11.5.8. Only traditional chimney sweeping with polypropylene brushes should be employed and under no circumstances should chemical cleaning products be used to clean your chimney system;

11.5.9. Where the chimney system is exposed to severe coastal conditions, of high salt content, you must ensure adequate protection to the outer components of your Stovax Chimney System; this can be achieved using a specialist protective coating;

11.5.10. A Chimney Fire will invalidate your warranty; in the event of a chimney fire it is always advisable to replace the complete chimney system;

Exclusions to Extended Warranty – All products

11.6. The extended warranties given by clause 11.2 to 11.5 explicitly do not cover the following:-

11.6.1. Enamelled components where these parts are subjected to abnormally high temperatures, chemical abrasion or thermal shocks, resulting in chipping, cracking, bubbling or discolouration and crazing of the enamelled finish.

11.6.2. In normal usage, the paint finish of your Stove or Fireplace may change colour slightly. As these circumstances are considered normal, they are not covered by the warranty.

11.6.3. Defects or faults caused by specific local conditions such as draught problems and chimney defects.

11.6.4. Damage resulting from installation and usage where the appliance has not been installed or used in accordance with the installation and operation instructions, or if the installation does not conform to local building, fire and safety regulations.

11.6.5. The Extended Warranty does not cover damage caused by over-firing of the appliance. (Please see your Installation and Operating Instructions for further information).

11.6.6. Damage or premature wear caused by burning inappropriate fuels not on the HETAS list of approved fuels (Please visit the HETAS website, www.hetas.co.uk, for a full list of fuels which are covered by the warranty.) Examples of inappropriate fuels are Bituminous coal, "Petro-Coke" or any other Petroleum based coals.

11.6.7. Damage caused by burning material with high creosote content or any other painted/treated timber.

11.6.8. Damage caused by unauthorised modifications, use or repair.

11.6.9. Damage or defects caused by the product being stored in a damp, unheated environment.

- 11.6.10. Consequential loss (to the extent permitted by law) relating to other associated products that have not been supplied by The Company.
- 11.6.11. Consequential loss (to the extent permitted by law) related to decorations, furnishings or other household assets.
- 11.6.12. Removal and re-installation costs.
- Conditions Applicable to Warranty Granted
- 11.7. The above warranty is given by the Company subject to the following conditions:
- 11.7.1. the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Purchaser;
- 11.7.2. the Company shall be under no liability in respect of any defect in the Goods arising, after their delivery under Clause 6, from wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's written approval;
- 11.7.3. the above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Purchaser shall only be entitled to the benefit of any such warranty or guarantee as given by such manufacturer to the Company;
- 11.7.4. the Company shall be under no liability if full payment for the Goods has not been made by the due date for payment.;
- 11.7.5. in the particular case of burning showroom models, the warranty period shall run from the original date of installation of the Goods and it shall not be extended if the Goods are moved altered or reconnected, subsequent to their initial installation.
- 11.8. Subject as expressly provided in these Terms and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) ("a Consumer Transaction") all warranties and conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the Goods are sold under a Consumer Transaction, the statutory rights of the Purchaser are not affected by the Terms.
- 11.9. Any claim by the Purchaser which is based on any defect in the quality or condition of the Goods, or their failure to correspond with specifications, shall be notified to the Company in writing within 14 days from the date on which the defect or failure became apparent. Where a valid claim is notified to the Company in accordance with these Terms, the Company shall be entitled to replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Purchaser the price of the Goods (or an apportioned part of the price), but the Company shall have no further liability to the Purchaser.
- 11.10. Except in respect of death or personal injury caused by the negligence of the Company, or for any other type of claim liability for which cannot be excluded by law, the Company's total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, or otherwise, arising in connection with the Terms or otherwise arising out of or in connection with the supply of the Goods or their use or resale by the Purchaser shall be limited to the price paid by the Purchaser for the Goods.
- 11.11. Subject to clause 11.7 and clause 11.9 the Company shall not be liable to the Purchaser for any indirect loss or damage suffered by the Purchaser (whether for loss of use, loss of profit, loss of contract or business, depletion of goodwill, any financial or economic loss, costs, expenses or otherwise) whatsoever.
- The Company shall not be liable to the Purchaser or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
- (a) act of God, explosion, flood, tempest, fire or accident;
- (b) war or threat of war, sabotage, insurrection, act of terrorism, civil disturbance;
- (c) acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- (d) import or export regulations or embargoes;
- (e) strikes, lock-outs, or any other industrial actions or trade disputes (whether involving employees of the Company or a third party);
- (f) difficulty in obtaining raw materials, labour, fuel, parts or machinery;
- (g) power failure or breakdown in machinery;
- (h) pandemic and/or epidemic
- If the Company becomes aware that any cause beyond its reasonable control will, or is likely to, cause the Company to be unable to perform, or to be delayed in the performance of, its obligations in relation to the Goods the Company shall inform the Purchaser as soon as practicable and shall use its reasonable endeavours to perform its obligations as soon as, in the Company's judgement, it is practicable to do so or if in the Company's judgement it will not be practicable to do so within a reasonable time the Company shall have the option to cancel the Order without incurring any liability to the Purchaser and refund any payment made by the Purchaser under the Order.
- 12. Patent and design rights**
- 12.1 The patent, copyright, registered design, design rights and trademark rights relating to the Goods remain the absolute property of the Company and any designs and drawings in respect of the Goods may not be produced or disclosed to any third party without the written consent of the Company.
- 12.2 The Company grants a non-exclusive licence to Purchaser (provided that the Company has separately agreed in writing that the Purchaser may hold itself out as an official retail reseller of the Company's Goods), which licence may be revoked by the Company at any time, without notice or explanation, to the Purchaser to use all the Company's trade names, brand logo's, copyright, registered designs, design rights, photographic images and trade mark rights supplied by the company in relation to the Goods or ancillary materials (such as brochures and information pertaining to the Goods) but only for the purposes of advertising the Goods for re-sale in a showroom owned or occupied by the Purchaser. Such licence will terminate if and when the Purchaser ceases to be an official re-seller of the Goods.
- 12.3 The Purchaser is not entitled to use any of the Company's trade names, brand logos, patents, copyright, registered designs, design rights, photographic images or trade mark rights for the purposes of advertising the Goods on any website whether owned by the Purchaser or any third party without the prior written consent of the Company or indeed to any other extent save as authorised by sub-clause 12.2.
- 13. Export**
- 13.1 Where the Goods are supplied for export from the United Kingdom, the conditions of this clause 13 shall (subject to any special terms agreed in writing between the Company and the Purchaser) apply notwithstanding any other provision of these Terms.
- 13.2. The Purchaser shall:
- 13.2.1. promptly obtain and maintain all licences, clearances and other consents that are necessary for the supply of the Goods in the jurisdiction where the Goods are to be delivered and supplied ("Delivery Location") (including but not limited to import licences);
- 13.2.2. at its own cost provide to the Company, or (where local laws or regulations require the Company to do so) assist the Company in procuring, any documents necessary under applicable laws and regulations for the Company to export the Goods to the Delivery Location in accordance with such laws and regulations;
- 13.2.3. be responsible for complying with any legislation or regulations governing the importation, labelling, approvals, installation and resale of the Goods into any country of destination outside the United Kingdom and for the payment of any duties or fees thereon.
- 13.3. The Purchaser acknowledges and agrees that unless otherwise agreed in writing:
- 13.3.1. the prices of the Goods are exclusive of the following which shall be payable by the Purchaser to the Company in addition and which shall be added to relevant invoices:
- 13.3.1.1. freight, and insurance;

- 13.3.1.2. customs, handling, import and/or export duties; and
- 13.3.1.3. VAT (or equivalent sales tax), sales, withholding or other tax (other than income tax to which the Company may be subject);
- 13.3.2. if any amount due under this Agreement is subject to VAT, sales, withholding or any other tax (other than income tax applicable to the Company) which has the effect of reducing the amount of money which the Company would have been entitled to receive from the Purchaser or to retain under these Terms but for such tax, the Purchaser will, at the Company's request, pay to the Company such additional sum at the rate for the time being prescribed by law for that tax.
- 14. Returns Policy**
- 14.1. Items faulty on arrival: If the Goods are found to be faulty on delivery the Purchaser must notify the Company within 30 days of delivery. The Company will then issue instructions as to the return to it or collection by it of the Goods or attendance on site to repair. If Goods are to be returned or collected they must be returned in their original packaging complete with all accessories and documentation. The Company shall not be liable for any loss or damage occasioned by the Purchaser's failure to follow the Company's directions as to re-delivery to it of the Goods. Once the Company has verified the fault, the Company will provide a replacement or full refund at its sole discretion. The Company tests returned items, and if a returned item is found not to be faulty by the Company's technicians the Company reserves the right not to provide a refund but to return the Goods to the Purchaser and to make a charge for the reasonable costs of the return carriage.
- 14.2. Where a Purchaser requests to return the Goods to the Company, within 60 days of their despatch, despite there being no fault or defect with them, the goods being in their original packaging and unused, then the Company may allow them to do so, at its absolute discretion, but reserves the right to levy a restocking charge of 10%, by way of reduction against the credit due to the Purchaser.
- 14.3. A reduction against the credit to the Purchaser may also be made for the return carriage costs of the products of £15.00 for a small box and £30.00 for a palletised product.
- 14.4. Returns of goods to the Company, where there is no fault or defect with them will not be accepted by the Company after 60 days of despatch.
- 15. Anti-Bribery**
- 15.1. Each party shall comply with Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:
- 15.1.1. all of that party's personnel;
- 15.1.2. all others associated with that party; and
- 15.1.3. all of that party's subcontractors;
- involved in performing the Contract so comply.
- 16. Anti-slavery**
- 16.1. Each party confirms and agrees that:
- 16.1.1. neither it nor any of its officers, employees, agents or subcontractors has:
- 16.1.1.1. committed an offence under the Modern Slavery Act 2015 (an MSA Offence); or
- 16.1.1.2. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- 16.1.1.3. is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 16.2. it shall comply with the Modern Slavery Act 2015 and the Company's modern slavery policy ([\(LINK\)](#)).
- 17. Anti-tax evasion facilitation**
- 17.1. For the purposes of this clause 17:
- 17.1.1. the expressions associated with, Prevention Procedures, UK Tax Evasion Offence and Foreign Tax Evasion Offence shall be construed in accordance with Part 3 of the Criminal Finances Act 2017 (CFA 2017) and guidance published under it;
- 17.1.2. Corporate Failure to Prevent Offence means an offence under section 45 and/or section 46 of CFA 2017;
- 17.1.3. Associated Person means persons involved in performing services for or on behalf of a party in connection with this Agreement.
- 17.2. Each party shall ensure that it and Associated Persons shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including the Principal, of a:
- 17.2.1. Corporate Failure to Prevent Offence;
- 17.2.2. UK Tax Evasion Offence; or
- 17.2.3. Foreign Tax Evasion Offence, in connection with this Agreement.
- 17.2.4. A party shall not solicit or engage with or take steps to solicit or engage with any person to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with the performance of its obligations in connection with this Agreement.
- 18. General**
- 18.1. If any provision of these Terms is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected thereby.
- 18.2. These Terms and any contract incorporating them shall be governed by, and construed in accordance with, English law and all disputes arising hereunder shall be submitted to the non-exclusive jurisdiction of the English courts.
- 18.3. Any waiver by the Company of any breach of, or any default under, any provision of these Terms by the Purchaser, will not be deemed a waiver of any subsequent breach or default and will in no way affect the other provisions of these Terms.
- 18.4. The parties to these Terms do not intend that any of these Terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to them.
- 18.5. Without prejudice to the generality of clause 14.4 whilst the Company will honour the warranty set out in clause 11 to the Purchaser it is personal and not transferable to any person to whom the Purchaser supplies the Goods. Accordingly, any warranty offered by the Purchaser to any person to whom it sells or otherwise supplies the Goods is a matter between that person and the Purchaser.
- 18.6. All communications between the parties about these Terms must be in writing and delivered by hand or sent by pre-paid first class post;
- 18.6.1. in the case of the Company, to the registered office at the foot of these Terms, marked for the attention of the Company Secretary."
- 18.6.2. in the case of the Purchaser, to the registered office of the Purchaser (if it is a company) or otherwise to any address of the Purchaser notified in writing to the Company.
- 18.7. Communications shall be deemed to have been received:
- 18.7.1. If sent by post, two Working Days after posting (excluding the day of posting);
- 18.7.2. If delivered by hand, on the day of delivery.
- 19. ESSENTIAL INSTALLATION SAFETY CONSIDERATIONS**
- 19.1. The Purchaser must be aware that Goods incorrectly installed may be a serious danger to people and property. The Purchaser is responsible for the proper installation of the Goods and the Company cannot accept any liability in respect of any omissions errors or failures on the part of the Purchaser or any other third party (whether nominated by the purchaser or not) to install the Goods in accordance current laws or industry guidelines in the applicable jurisdiction or with any installation instructions provided by the Company.
- 19.2. Any installation instructions provided by the Company are provided by way of guidance only to the Purchaser and the correct method of installation will vary according to the environmental factors present on each installation. The Purchaser should in no circumstances undertake installation of the Goods unless it, or its agent or employee, is suitably qualified and sufficiently expert in such installation to understand how to follow the instructions correctly and install the Goods safely in the circumstances of each individual installation.

19.3. The Purchaser shall indemnify the Company against all costs, claims and expenses arising in connection with any failure by the Purchaser or its employees, agents, or sub-contractors to install the Goods correctly.

19.4. *Cooperation with provision of Health and Safety Information and Product Recalls or Product Modifications*

The Purchaser undertakes to keep proper sales records of any Company Goods sold or otherwise supplied by the Purchaser to third parties, comprising as a minimum the address/contact details of the person to whom the Goods have been supplied the serial number of the appliance and if known the identity and qualification of the person installing such Goods and any location at which they are installed. The Purchaser will fully cooperate with the Company (at the Company's reasonable expense) in the event of the Company wishing to issue to users of the Goods essential health and safety information about the Goods or in the case of a product recall or product modification including without limitation promptly making the records available to the Company for such purpose. The Purchaser will encourage all persons to whom it may supply an appliance acquired from the Company to complete their appliance registration card and or registering their appliance on line at www.stovax.com promptly following purchase.

20. E-purchase

20.1 The Purchaser must, to the reasonable satisfaction of the Company, prominently identify the following "Safeguard Statement" acknowledged by all Customers via a tick box prior to E-purchase of an Appliance:

"Stovax Limited and Gazco Limited Safeguard Statement"

"Important considerations before making your purchase:

The importance of visiting a Retailer

Stovax Limited and Gazco Limited take great care to ensure their products are designed and manufactured to the highest possible quality and safety standards, and it is vital that they are sold and installed correctly. Stovax Limited and Gazco Limited recommend that a pre-site survey is carried out prior to purchase to ensure that your chosen appliance will be installed in accordance with all local and national regulations. For this reason, Stovax Limited and Gazco Limited strongly encourage you to visit one of its qualified independent retailers, who will be able to provide you with the best support both before and after making your purchase.

Please be aware that Stovax Limited and Gazco Limited do not offer technical support to products bought via nationwide online sales, where a Stovax Limited and/or Gazco Limited qualified independent retailer would otherwise offer this support.

Warranty

Your Retailer will be responsible for ensuring that the installation complies with relevant regulations (Building Regulations in the United Kingdom) and the rules in force, and is carried out by a suitably trained and qualified individual (HETAS registered or Gas Safe registered in the United Kingdom or equivalent in other countries) with a certificate of installation and the appropriate commissioning report completed and retained by the end-user. These can be found within your Installation and User Manual.

Statutory rights as a purchaser of products manufactured by Stovax Limited and Gazco Limited are primarily against the retailer. Traditional methods of purchase may provide more direct/additional means of communicating such rights."

20.2 The Purchasers shall retain and provide records of any E-purchase as and when requested by the Company.

20.3 The Purchaser must for the purpose of compliance with this clause allow the Company unfettered access to any website displaying Goods or otherwise Company products.

20.4 Clause 16.4 in relation to all E-purchase amended includes the requirements of sub-clause 17.2 above and/or the Purchaser shall cause a sales registration record, inclusive of any Appliance serial number, to be made upon the Company's "Retailer login area" of the main brand websites; stovax.com, gazco.com, yeomanstoves.co.uk, nordpeis.co.uk, vardestoves.com, lotusfires.com and dovre.co.uk.

20.5 The Purchaser will be responsible for reporting all warranty claims relating to an Appliance including, but not limited, to proof of purchase along with any product commissioning reports required by the

Company prior to any warranty call taking place. The Purchaser agrees to a fee of £120 (VAT inclusive) for any warranty call conducted by, or on behalf of, the Company where the Appliance is not defective or where the Appliance has been incorrectly installed and/or specified; save where otherwise agreed by the Company.

20.6 In order to maintain and ensure appropriate levels of service and support to E-purchase Customers, the Purchaser agrees to a Support Cost Charge equating to 15% of the Company's list price for all E-purchase Goods. Support Cost Charge will be payable to the Company pursuant to clauses 7 and 20.7.

20.7 The Company will conduct a monthly audit and invoice Support Cost Charge each calendar month, in arrears. The Support Cost Charge will be waived if the Purchaser can demonstrate that during any material period they met the Company's National Support Infrastructure Requirements set out below:

- 20.7.1 Minimum of 4 internal telephone technical support staff
- 20.7.2 Minimum of 4 Regionally based service engineers (Gas Safe and HETAS registered)
- 20.7.3 Minimum of 2 Engineer visit / spares planners
- 20.7.4 All of the above 100% dedicated to and fully trained on the Stovax Limited and/or Gazco Limited product range (as appropriate)
- 20.7.5 Recommended spares stock holding maintained and replenished as used
- 20.7.6 Clear system of handling and documenting field issues and reporting on actions and timings
- 20.7.7 Clear system of programming customer service visits
- 20.7.8 Obtain and provide evidence of design and/or contractors all risk or equivalent insurance cover(s) for appliance installation to the reasonable satisfaction of the Company.

21. Force Majeure.

21.1. A Party has the right to defer the fulfilment of its obligations and is exempt from liability for failure to fulfil its obligations under the Agreement, if performance is hindered, if the performance is significantly impeded or if the performance is unreasonably more expensive due to a circumstance beyond the Party's control, and which the Party neither could nor reasonably should have foreseen at the time of the execution of this Agreement. Such event ("Force Majeure Event") can comprise of, e.g., war or warlike situations, armed conflict, civil war, military mobilisation or military conscription of a similar scope, insurrection and riot, terrorism, sabotage, fire, flood, natural disaster, epidemic, pandemic, shortages of raw material and components, break-down of means of transport, disruptions in supply- and transport chains, discontinuation of the supply of energy, strike, lock-out or other general or local industrial action (notwithstanding that the Party itself is a party to the action), requisition, seizure, public authority order, trade restrictions, payment restrictions, or currency restrictions, or circumstance comparable therewith. The same apply if a Force Majeure Event exist for the Party's subcontractors;

21.2. A Party shall notify the other Party if there is a risk that an obligation may not be fulfilled or will be delayed due to a Force Majeure Event. Failure to give such notice within a reasonable time entails an obligation to compensate for the damage that could have been avoided if timely notice had been given.

21.3. Should a Force Majeure Event continue for more than six (6) months, either Party shall have the right to terminate the Agreement with immediate effect.

22. Data Protection.

In these Terms 'Data Protection Law' means:

- 22.1. Retained Regulation (EU) 2016/679;
- 22.2. the General Data Protection Regulation ((EU) 2016/679) where applicable;
- 22.3. the Data Protection Act 2018; and
- 22.4. terms defined in Data Protection Law have the same meaning.

The data controller is the Company.

The Purchaser agrees that the Company may need to pass personal data which you provide to us to our credit insurers, credit reference agencies and information providers, insurance companies, intermediaries and agents for the sole purpose of enabling such organisation to carry out credit risk assessment pursuant to the terms of any credit insurance policy, which the company may, from time to time have in force. The Purchaser shall procure that it has such consents as may be required pursuant to Data Protection Law to enable the Purchaser to provide the Company with any such personal information.

Information regarding the processing of personal data

The Company processes your personal data in connection with your trading with the Company. We care about your integrity and therefore want to provide you with information regarding the processing of your personal data.

The data controller

The Company is the data controller for the processing of your personal data. The Company's contact details are Falcon Road, Sowton industrial Estate, Exeter, Devon. EX2 7LF.

Data protection officer

You can contact our data protection officer at the following address:-

The Company Secretary, Stovax Heating Group Limited , Falcon Road, Sowton industrial Estate, Exeter, Devon. EX2 7LF.

The purpose and legal basis for the processing

We process your personal data by storage, viewing and registration.

The personal data stored by us may include some or all of the following :-

Name & title

Address

Telephone No

Personal email

Website address

Trade Name

We may also hold similar information for any additional contacts which you may have provided to us to assist with the smooth running of your business relationship with us.

The legal basis for the processing is that it is necessary for the performance of a contract with yourself and to comply with our legal obligations.

It is necessary for us to collect the personal data in order to fulfil our legal requirements.

Who has access to your personal data?

The data is primarily used by the customer services departments and those members of the finance department responsible for processing the company's credit control and cash receipts processes. Members of management may also have selective access, but only where necessary as part of duties relating to managing your relationship with the Company.

For how long do we store your personal data?

We store your personal data as long as necessary to fulfil the above mentioned purpose of the processing and for any further period necessary under UK law relating to the retention of documents and records for tax purposes. However, we do not store personal data longer than 7 years after trading with the Company has ceased.

Your rights

If the processing is based on your consent, you have the right to withdraw the consent at any time. However, such withdrawal does not affect the lawfulness of the processing of your personal data based on the consent before the withdrawal. You have the right to request access to information regarding which of your personal data that is being processed and request rectification of your personal data. You also have the right to object to and request restriction of

the processing concerning your personal data, as well as the right to request erasure of your personal data. You also have the right to receive your personal data in a structured, commonly used and machine-readable format and the right to transmit those data to another controller (data portability).

To exercise these rights please contact the Data Protection Officer, whose details are given above. If you are not satisfied with our service, you have the right to lodge a complaint the Information Commissioners' Office or another competent supervisory authority in accordance with the General Data Protection Regulation.

Our privacy policy may be accessed via this link: <https://www.stovax.com/information/privacy-policy/>

Stovax Limited

(December 2022 Edition)