

FIRED EARTH

TRADING NAME

All Orders are placed with Fired Earth which is a business name of Fired Earth Limited, part of the Aga Rangemaster Group. Registered in England and Wales. No. 1733704. VAT Registration No GB 100 5835 13. Registered office: Aga Rangemaster Group, Juno Drive, Leamington Spa, Warwickshire. CV31 3RG ("Company", "We" or "Us").

APPLICATION OF THESE TERMS AND CONDITIONS

These Terms and Conditions ('Terms') will apply to all sales of Products made by Fired Earth ('us' or 'we') to our trade customers ('you'). The following Terms and Conditions apply to and are incorporated into all transactions and shall prevail over any other terms and conditions which you seek to impose via any communications between you and us. All orders are made subject to your acceptance of these Terms and Conditions and your acceptance of delivery of any Order constitutes unqualified acceptance of these Terms and Conditions. Please read them carefully before placing Your Order as Your Order will be accepted strictly on the understanding that you accept these conditions of sale. Nothing in these Terms and Conditions shall affect your statutory rights.

DEFINITIONS

Certain words or expressions which have a capital letter in these Terms will have the following meanings:

'Tile Sample' means a cut piece or whole tile you have chosen tile from our Current ranges

'Ancillary Products' means installation and maintenance Products;

'Order Confirmation' means the printed or electronic copy of the order confirmation provided by us itemising the Products to be purchased, their specification and the price, plus delivery charges where applicable;

'Product' or 'Products' means any goods sold by us;

'Product Data' means the information about our Products set out on our website, which details their description/specification, suitability, etc;

'Current lines' means Products which are not classed as obsolete or discontinued on the day of enquiry.

TRADE SAMPLES

Cut samples of tiles, whole samples and sample pots up to the value of £10 per month can be requested by the Trade account holders. Please note that this allowance cannot be rolled over the following month. If you require more samples or larger formats then these can be purchased and returned as per the returns policy.

DESCRIPTION AND SAMPLES

Order and Sale

You order and agree to buy, and we agree to sell, the Goods at the Price, subject to these terms and conditions.

Products which are not standard and are therefore specifically ordered for you or manufactured for you must be paid for in full before the order/manufacture will be processed and cannot be cancelled after the order/manufacture process has started.

It is your responsibility to check that all the details relating to your order are correct and to provide us with all relevant information relating to the environment in which the Goods are intended to be used and for their Delivery.

It is important that you check your measurements carefully. An order should always include an additional 10% to allow for wastage to cover cutting, minor imperfections, as could be expected with the type of stone and finish ordered, and breakage. If you do not order enough, subsequent Goods (as they are a naturally occurring product) may not be exactly the same as the original Goods.

It is your responsibility to provide accurate measurements to ensure that the correct quantities of Goods are ordered. You should therefore seek professional advice as variations in surfaces and angles may affect the quantities required. We will not be responsible for any shortfalls or surpluses outside of our returns policy.

As we have not carried out a survey or inspection of the installation site of the Goods, we cannot give any warranty as to the suitability of the Goods for that, or any other given environment you cannot rely on any implied or express representation, advice or information given to you by us that is not incorporated into the Agreement and signed by both of us.

We cannot be held responsible for circumstances beyond our reasonable control. This may include (without limitation) shortfalls at source, natural disasters and restraints or delays affecting suppliers or transportation to us. We will endeavour to notify you as soon as possible should these problems occur.

Description and samples

All descriptions, images (in both print and on the internet) and samples of our Goods are for the purpose of giving an approximate representation of the Goods only.

You acknowledge that the Goods are natural and geological variations will occur in terms of colour, markings, texture, and size and between consignments, which are beyond our control. We advise you to view as much of the Goods as possible before entering into this Agreement.

PLACING AN ORDER

Goods Availability

If for any reason the ordered goods are no longer available the Company will notify you and either: give you the option of receiving alternative goods of a similar price and quality; or cancel the item from your order and refund you in full. If you do not wish to accept the alternative goods offered you may cancel the Order and require any money paid to the Company in respect of that Order to be refunded in full.

Installation and Technical guides

We have free downloadable installation guides available from the website. Installations should only be carried out once the relevant guide has been read and understood by the installer.

Installation constitutes acceptance of the products.

Fired Earth offer a number of design and installation services; for terms and conditions governing these services please contact our customer service team on 01295 814310

Payment

Payment may be made by MasterCard, Maestro, Amex and Visa at the time of Order. The Company is totally committed to respecting the privacy of its customers and any data provided will only be used in accordance with their wishes. We also understand that shopping on the internet can feel risky and insecure. Therefore, card security is a high priority and we have taken every precaution to ensure that this information is collected and stored accurately and confidentially without danger of unauthorised access. Unless the Company is negligent, it will not be liable to you for any losses caused as a result of unauthorised access to the personal and transactional information you provide when placing an Order. Full payment is required on the placement of your order unless you have a credit account. Please note that we will not be able to dispatch the goods until we are in receipt of cleared funds.

To qualify for a credit account your business must operate in a like business for example, an interior design business, property developer, painting and decorating and kitchen and bathroom installers. Please note that this list is not exhaustive.

Credit searches will be carried out and if the application is successful the terms of payment are strictly 30 days end of the month.

Credit Account customers who fail to pay will be liable to pay interest on the Total Price from the due date until you make the payment, at a rate 2% above the base rate of Lloyds TSB Plc on a daily basis.

Payment of trade accounts can only be made by the Owner/Director or the designated buyer for the company named as the Trade account.

Errors and Omissions

Although we try to ensure that all prices on our web site are accurate, errors may occur. If we discover an error in the price of goods you have ordered, we will inform you as soon as possible and you will have the option of reconfirming Your Order at the correct price or cancelling it. If we are unable to contact you, we will treat the Order as cancelled and refund you in full.

Prices

Prices and delivery charges are quoted by the Company in £ Sterling exclusive of VAT at the prevailing rate. The Company reserves the right to revise prices and details displayed on the website without notice. Any prices listed on the website do not constitute an offer until the Company has accepted Your Order.

CANCELLATIONS

You may cancel Your Order at any time prior to dispatch of the goods by notifying the Company, to do this contact 01295 814315 or at trade@firedearth.com . The Company shall refund any money paid to us by you in respect of the cancelled Order within 30 days of you cancelling the Order.

INCORRECT AND UNSATISFACTORY PRODUCTS

Faulty goods/shortages and incorrect deliveries:

We hope you are fully satisfied with your Fired Earth product(s) however in the unlikely event that the product(s) is unsuitable or that you are not fully satisfied please contact us within 10 days of receipt of the goods on 01295 814315 or at trade@firedearth.com to inform us of your intentions. We ask that you take reasonable care of the product(s) while they are in your possession and that, wherever possible, you return the goods either in or with the original packaging. Following your notification of your intent to return product(s) we will make contact with you to make arrangements for the return of the item(s). If the goods are not returned by you as arranged it may be necessary for us to charge you the direct costs of recovery.

Refunds will be processed within 30 days of you notifying us of your intention to return product and will be made in the same method as payment.

DELIVERIES

Deliveries will generally be made **between 7am and 6pm Monday to Friday (excluding bank holidays). Deliveries will be made within 3 to 5 working days from receipt of your paid order subject to availability.**

Delivery will be made to the address of the registered debit/ credit card holder/credit account holder used to place the order and must be a UK address only.

We are unable to accept responsibility for lost working time and associated costs and recommend goods are ordered well in advance of any project start dates.

If we are unable to gain access to the agreed delivery address we will return the goods to our warehouse and make contact with you to re-arrange delivery. Unfortunately in these circumstances we may have to charge you a further delivery fee.

All goods must be signed for to confirm receipt.

Delivery Details

Heavy goods deliveries may require your assistance to offload the delivery.

Any subsequent problems that are not immediately identifiable upon delivery must be reported to us within 10 working days of receipt of the order, please contact 01295 814315 or at trade@firedearth.com. If Products are considered by you to be faulty or defective after the 10 day period has expired please contact us for consideration of your query.

The cost of the delivery is in addition to the price and subject to VAT.

Risk and Property

The risk of, for example, breakage, loss and damage in the Goods will pass from us to you on completion of delivery or, if you decide to collect the Goods, at the point of collection.

The ownership of the Goods will not pass to you until we have received payment of the Total Price in full in cleared funds.

Unpacking, stacking and storing

Care needs to be taken when unpacking the Goods as the spacers may need to be removed from the packaging before the Goods are lifted out. The Goods should always be stacked and stored vertically (on edge) but not on a hard surface as this may cause unnecessary edge chip. We cannot be held responsible for damage which occurs after delivery or, if you decide to collect the Goods, after collection.

Stone tiles may need to dry out before the installation process begins. You should ask your fitter to advise you if this is the case.

Examination and Acceptance

We take care to ensure that all of our Goods leave us in perfect condition. If there is any obvious damage to the Goods, please make a note of the damage on the delivery note. If the Goods are deemed and proven to be damaged on delivery, by way of documentary evidence such as a photograph, we will bear the cost of re-delivery and replacement Goods.

RETURNS AND REFUND POLICY

We hope you are fully satisfied with your Fired Earth product(s) however in the unlikely event that the product(s) is unsuitable or that you are not fully satisfied please contact us within 10 days of receipt of the goods on 01295 814315 or at trade@firedearth.com to inform us of your intentions. We ask that you take reasonable care of the product(s) while they are in your possession and that, wherever possible, you return the goods either in or with the original packaging.

Following your notification of your intent to return product(s) we will make contact with you to make arrangements for the return of the item(s). If the goods are not returned as arranged it may be necessary for us to charge you the direct costs of recovery. You will be refunded for all goods

returned and we will refund you the delivery charge in the unlikely event that all items in your order are unsatisfactory.

Refunds will be processed within 30 days of you notifying us of your intention to return product and will be made in the same method as payment.

Liability

The Company shall in no circumstances be under any liability for:

- (a) Losses that were not foreseeable to both parties when the contract was formed; or
- (b) Losses that were not caused by any breach on the part of the Company; or
- (c) for the business losses, and/or losses to non-consumers or any third party arising out of or in connection with the sale, supply or operation of goods under these Terms, save as may be expressly imposed by statute (Without prejudice to the foregoing the Company's liability for any loss or damage caused to You shall be limited to the invoice value of the goods).

Nothing in these Terms and Conditions shall operate to exclude or restrict the Company's liability for: death or personal injury resulting from negligence; breach of the obligations arising from section 12 of the Sale of Goods Act 1979; or fraud or deceit. This does not affect your statutory rights.

General

Any notices given under these Terms and Conditions shall be in writing and sent (a) by first class pre-paid post and in respect of You to the last known address notified by You; and in respect of Us the address stated at Condition 2 or by email to Us at. The notice shall be deemed served (a) two working days after posting or (b) upon receipt of a successful email receipt. The Company reserves the right to change or amend these Terms and Conditions at any time and without prior notice.

Copyright

All design and imagery on the website is the copyright of Fired Earth. The site may not be altered in any way or republished without permission from Fired Earth.

Law & Jurisdiction

These Terms and Conditions shall be governed and construed in all aspects in respect of the laws of England and shall be subject only to the jurisdiction of the English courts.