

Pebble Kitchens

Online Terms and Conditions

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1 About us

We are SFG Products Ltd (trading as Pebble Kitchens), a company registered in England and Wales under company number: 05490595. Our registered office is at: Elm House, 10 Fountain Court, New Leaze, Bradley Stoke, Bristol, BS32 4LA. Our VAT number is: 5433 930 48.

2 How to contact us

2.1 You can contact us by sending an email to info@sfgproducts.co.uk or calling us on 0117 958 5444.

2.2 Any notice by post, fax or email given by you or us under these terms shall:

2.2.1 be in writing and in English;

2.2.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

2.2.3 be sent to us using the correct address set out in these terms or, if sent to you by us, then sent to your correct address set out in your order.

2.3 Notices may be given, and are deemed received:

2.3.1 by hand: on receipt of a signature at the time of delivery;

2.3.2 by post: at 9.00 am on the second Business Day after posting;

2.3.3 by international signed for post: at 9.00 am on the fourth Business Day after posting;

2.3.4 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and

2.3.5 by email on receipt of a delivery email from the correct address.

2.4 Any change to our contact details as set out in these terms shall be notified to you by us or, if there is a change in your contact details, shall be notified to us by you, and shall be effective:

2.4.1 on the date specified in the notice as being the date of such change; or

2.4.2 if no date is so specified, ten Business Days after the notice is deemed to be received.

2.5 This clause 2 does not apply to notices given in legal proceedings or arbitration.

2.6 A notice given under these Conditions is not validly served if sent by email.

3 These terms

3.1 These terms apply to any purchases you make on our website. Please read these terms carefully before you place any orders on our site, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order.

3.2 For the purposes of these terms, you are a **'consumer'** if you are buying products from our site as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. You are a **'business customer'** if you are buying products from our site for purposes relating to your trade, business, craft, or profession. Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these terms carefully.

3.3 Any reference to **'we'**, **'us'** or **'our'** in these terms is to SFG Products Ltd, and any reference to **'you'** or **'your'** is to the person placing an order on our site.

3.4 You must be at least 18 years old and a resident of the UK to place an order on our site. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.

3.5 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

3.6 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.

4 Orders

4.1 Please check your order carefully and correct any errors before you submit it to us on our website www.pebblekitchens.co.uk. On receipt of an Order Confirmation from us, please carefully check the details on the Order Confirmation and inform us of any discrepancies within 48 hours of receipt of our Order Confirmation.

4.2 After you place your order, our acceptance of your order is done by us sending you an order confirmation (**Order Confirmation**) via fax or email. Only after you receive our Order Confirmation is there a legally binding agreement between us to fulfil your order on these terms. Our acceptance of your order by our sending you our Order Confirmation is the point at which this agreement between you and us under these terms and conditions comes into existence. Your receipt of our Order Confirmation means that your order has been accepted by us and a legally binding contract exists in which you agree to buy products from us on these terms and conditions and those of the Order Confirmation.

4.3 Our Order Confirmation sent to you by email will contain the details of your order, the price and the target date for delivery. You have 48 hours from the receipt of our Order Confirmation to check that all the details of your order are correct in the Order Confirmation, including the price, and to inform us of any discrepancies before the order goes into production. Your order will go into production on expiry of that 48 hours from receipt of your Order Confirmation and, consequently, **you will be unable to cancel or change your order after that 48-hour period starting from the time you receive our Order Confirmation by email.**

4.4 If we do not accept your order, for example because we have been unable to pre-authorise the payment and have not received the required deposit from you, or the products are unavailable, or you are under 18 or live outside of the UK, or there has been a mistake regarding the pricing or description of the products, we will email you using the details you provided when you placed your order. We have the right to reject any order for any reason.

4.5 Each product that we make for you is made bespoke according to the information in your order. Therefore, we make bespoke products for you which are based on measurements

or other information you provide to us, and you are responsible for ensuring that the measurements and other information in your order is correct.

4.6 Your order should be submitted to us via our website or, if you wish to contact us, then please do so using our contact details and we will advise you on how to make your order with us. There is an opportunity on our website to add special instructions to most products and if need to submit any relevant drawings, please send them separately to info@sfgproducts.co.uk with details of the order reference and product code and description. Further, you warrant and represent that:

4.6.1 any products made using the specifications or instructions will be fit for the purpose for which you intend to use them; and

4.6.2 your specifications, instructions, and the use by us of those and any material given to us by you in your order will not result in the infringement of any intellectual property rights of any third party or in the breach of any applicable law or regulation.

4.7 We reserve the right to amend any specifications, instructions or aspects of your order if required to do so order to comply with any statutory or regulatory requirements.

4.8 Any quotation which we provide to you shall not constitute an offer to sell our products to you which can be accepted by you.

5 Availability

All orders are subject to availability. We cannot guarantee that any product will be available at any given time. In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop selling certain products. If this happens and it affects your order, we will notify you by email, cancel your order and provide you with a full refund (including any delivery costs) if payment has already been taken.

6 Making changes to your order

6.1 If you would like to make any changes to your order after you have submitted it, please contact us within a maximum of 48 hours of your receipt of our Order Confirmation email or fax and we will let you know if it is possible to change your order. Any changes to an order which you submit to us may or may not be accepted by us entirely at our discretion. Subject to clause 6.3, we are unable to make changes to your order which you submit to us after the 48 hours following your receipt of our Order Confirmation via email or fax.

6.2 Any changes to your order may involve additional charges for which you will be liable. We will make you aware of the amount of any such additional charges and, if we are to implement those changes, we will need to have your agreement to those additional charges before we can proceed in making those changes.

6.3 If you request additional products outside the 48 hours immediately following your receipt of our Order Confirmation then, entirely at our own discretion, we may provide those additional products with an additional cost to you which may include additional set up charges in regard to machining and/or painting. You will be made aware of the prices including such additional charges by us before you agree to our provision of those additional products on these terms. Once you and we agree to the provision by us of these additional products, we are unable to make changes to those additional products and any provision of which is made under these terms. We cannot guarantee additional products will be completed in time to

coincide with the main order, and you may incur additional delivery costs unless you choose to collect.

7 Product descriptions

7.1 Descriptions of our products are set out on our site.

7.2 Please read the product description carefully. Pictures and images of the products or their packaging on our site or in any samples, drawings, descriptive matter or advertising in our catalogues or brochures are for illustration purposes only. Your products and their packaging may vary slightly from those pictures or images.

7.3 We cannot guarantee that the colours displayed on your device will match exactly the appearance of your products. The colours of the products displayed on our website may vary depending on what device you are using and your settings.

7.4 All weights, sizes and measurements set out on our site are as accurate as possible but there may be a small tolerance of up to 0.5mm.

8 Use restrictions

8.1 You must use our products only for domestic purposes. You must not use our products for commercial or business purposes.

9 Prices

9.1 Prices for our products are set out on our site and the price of your order is set out in the Order Confirmation. All prices are in pounds sterling (£) (GBP) excluding VAT, which will be added to the price at the applicable rate and included in a valid VAT invoice, and exclude packaging, insurance and delivery charges which may be subject to an additional charge and invoiced to you separately. Delivery options and costs vary according to the size of the consignment, the timing of the delivery and the levels of assistance required. More information on delivery options and costs can be found at the basket stage of your e-commerce journey.

9.2 We require a deposit from you before we can consider your sales enquiry. The amount of the deposit required is 20% with the full balance prior to delivery unless on account, in accordance with our prices as set out on our website (www.pebblekitchens.co.uk)

9.3 **If you are a business customer, but not if you are a consumer customer**, during the period of 28 days up to the date set in the Order Confirmation for delivery of the products in your order (**Confirmed Price Date**) the supplier may prior to that Confirmed Price Date, by notice to you, increase the Price of the products to reflect any one or more of the following:

9.3.1 any increase in cost beyond the Supplier's reasonable control such as an increase in the price of materials, labour costs, foreign exchange fluctuations and other increases manufacturing costs, increased taxes and duties;

9.3.2 any change in delivery date, quantity or specification requested by the Customer; and/or

9.3.3 any delay caused by the Customer's failure to give adequate instructions or information.

9.4 Prices for our products and delivery charges may change at any time. Except as set out in clause 9.5 below, such changes will not affect existing orders after the Confirmed Price Date.

9.5 **Whether you are a consumer customer or a business customer**, if there has been an error on the site regarding the pricing of any of our products and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

10 Payment

10.1 We accept the following credit cards and debit cards: Visa, Mastercard and American Express. All credit card and debit card payments need to be authorised by the relevant card issuer.

10.2 In addition to your payment of a deposit as set out in the Order Confirmation, we will invoice you for the full balance prior to delivery, unless of course you pay on account.

10.3 We will take payment of your deposit from the credit or debit card whose details that you have provided us with. We will not progress your order unless your payment of your deposit is successfully made.

10.4 Time of payment is of the essence for **business customers**. Where sums due under these terms and condition are not paid in full by the due date:

10.4.1 we may, without limiting its other rights, charge business customers interest on such sums at 8% a year above the base rate of Bank of England from time to time in force, and

10.4.2 interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

10.5 Where you are a business customer, and not where you are a consumer customer, we shall be entitled to set-off under this agreement any liability which we have or any sums which we owe to you under this agreement or under any other contract which we have with you.

10.6 If you are a business customer, and not if you are a consumer customer, you shall pay all sums that you owe to us under the agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

11 Delivery dates and costs

11.1 You will be given available delivery options to choose from when you place your order. We do not deliver to Northern Ireland, Republic of Ireland, Isle of Wight, Isle of Man, and Scotland.

11.2 Your order will be delivered on the selected delivery date or within the delivery period specified, depending on the delivery option you chose when you placed your order. We will deliver your order within 30 days of the shipping confirmation email unless otherwise agreed between you and us.

11.3 Any delivery dates stated during the order process, or in your order acknowledgment or shipping confirmation emails, are estimates, unless we have agreed a specific delivery date with you.

11.4 We will do all that we reasonably can to deliver your order within the delivery period or on the delivery date agreed with you. If your delivery is delayed, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur if delivery is delayed because of circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays, supply chain issues etc.).

12 Delivery

12.1 We shall ensure that:

12.1.1 each delivery of products ordered by you from us is accompanied by a despatch note or invoice as appropriate which shows the invoice number and the date the invoice was raised, all relevant reference numbers relating to you and us, the type and quantity of the products (including the code number of the Products, where applicable), special storage instructions (if any) and, if your order is being delivered by instalments, the outstanding balance of products remaining to be delivered; and

12.1.2 **in the case of business customers only**, if we require you to return any packaging materials to us, that fact is clearly stated on the despatch note. Those business customers required to return packing under this clause 12.1.2 shall make any such packaging materials available for collection at such times as we shall reasonably request. Returns of packaging materials shall be at our expense.

12.2 If the order value is sufficient to qualify for the Subsidized Delivery Scheme and the location is within our Subsidized Delivery Zone, we shall deliver the products you have ordered to the location set out in your order or such other location as the parties may agree (Alternative Delivery Location) at any time after we have notified you that the products are ready. Deliveries will be made by a single occupancy vehicle, and it is the responsibility of you to provide access and adequate assistance to the driver to unload your order in a safe and timely manner.

12.3 Whether you collect the products in your order from us, or they are delivered to you by us, is dependent the terms set out in your order and the Order Confirmation emailed to you. Where you are to collect the products from us, you shall collect the products specified in your order from the Supplier's premises at 1 Maggs Lane, Fishponds Trading Estate, Bristol, BS5 7EP. Otherwise, the delivery by our courier of the products specified in your order shall be completed on the products' arrival at the location set out in the Order Confirmation or the Alternative Delivery Location.

12.4 Under the Subsidized Delivery Scheme, any dates quoted for delivery are approximate only, and the time of delivery is not of the essence for business customers or consumer customers. What this means is that we will deliver your products within the time frame set out in the Order Confirmation and within 30 days if there are unforeseen circumstances which affect the delivery dates in the Order Confirmation. We will use every effort to ensure that delivery dates in the Order Confirmation will be achieved but, as there may be unforeseen circumstances, the delivery dates in the Order Confirmation are approximate and not to be taken as precise. The time of delivery may be dependent on the delivery route and is also subject weather and traffic considerations. You can contact us 5

working days prior to the Subsidized Delivery Scheme date to understand our proposed delivery route and an approximate delivery time.

12.5 Notwithstanding clause 12.4, if we fail to deliver the products specified in your order when we have agreed to deliver those products on a specific, set date as detailed in the Order Confirmation, you have the right to terminate the order if we cannot deliver within the estimated time of delivery and, while you have the right to terminate the order, under such circumstances, you cannot claim any other costs and expenses, and we have no further liability to you beyond our refunding of the monies set out as payable under the Order Confirmation and which have already been paid to us by you.

12.6 Neither you nor we shall be liable for any failure or delay in performing its obligations under this agreement to the extent that such failure or delay is caused by a Force Majeure Event.

12.7 A Force Majeure Event means any event beyond your reasonable control or our reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, pandemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

12.8 We shall have no liability for any failure to deliver the products specified in your order to the extent that such failure is caused by a Force Majeure Event or your failure to provide the us with adequate delivery instructions or any other instructions that are relevant to the supply of the products.

12.9 If you fail to accept delivery of the products you ordered as specified in the Order Confirmation within ten Business Days of us notifying you that the products you ordered from us are ready to be delivered, then, except where such failure or delay is caused by a Force Majeure Event or our failure to comply with our obligations under this agreement:

12.9.1 delivery of the products in your order shall be deemed to have been completed at 9.00 am on the tenth Business Day after the day on which we notified you that the products were ready;

12.9.2 then we shall store the products until delivery takes place, and you shall pay us £10 per day for all related costs and expenses (including insurance); and

12.9.3 you shall pay us reasonable additional delivery costs if we are required to make a further attempt to deliver those products specified under clause 12.9.

12.10 If twenty Business Days after the day on which we notified you that the products were ready for delivery and you have failed to take delivery of them, then we may resell or otherwise dispose of part or all of the products and, after deducting storage and selling costs in accordance with clause 12.9.2 and 12.9.3, account to the you for any excess over the price of the products or charge you for any shortfall below the price of the products specified in your order.

12.11 **Only if you are a business customer**, then you shall not be entitled to reject the products if we deliver up to and including 10% less than the quantity of products ordered, but a pro rata adjustment shall be made to the order invoice on receipt of notice from you that the wrong quantity of products was delivered.

12.11.1 **Only if you are a consumer customer**, then you have the right to reject all the **products** if the wrong quantity is delivered, but if you choose to accept the products then you must pay the price that you have agreed with us when your order was originally accepted for each of those products which you actually received and not for any products which were in your order which you did not receive. If more products are delivered than you ordered, you have the additional option to reject the excess number of the products and keep the amount set out in your order for which you must pay us the price originally agreed and set out in the Order Confirmation.

12.12 **Only if you are a business customer**, then we may choose at our own discretion to deliver the products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

12.13 If the order value is not sufficient to qualify for the Subsidized Delivery Scheme or you require a more tailored delivery, you can select from one of three chargeable delivery services:

12.13.1 Gold Delivery Service, a chargeable delivery service to cover low value deliveries and additional multi-drop' locations not covered by the Subsidized Delivery Scheme. The time of delivery will again be wholly dependent on the preferred delivery route elected by supplier, and subject to weather and traffic conditions.

12.13.2 Platinum Delivery Service, a chargeable delivery service in which you specify a desired delivery date, time and location and we will, subject to weather and traffic conditions, achieve the criteria agreed.

12.13.3 Platinum Plus Delivery Service - a chargeable two-man delivery service where you specify a desired delivery date, time and location and we will subject to weather and traffic conditions, achieve the criteria agreed. The driver and fellow occupant will unload without assistance if provided with safe and reasonable access to the delivery address.

12.14 Costs can vary for the chargeable delivery services - prices shall be provided by us upon application by you.

12.15 Once your order has been delivered to you at your address or in accordance with the delivery instructions you provided to us, or you have collected the products in your order, the risk in the products passes to you and the products are classed as having been 'delivered'. This means that you are responsible for the products, and we are not liable to you if the products are stolen or damaged after they have been delivered to you. This does not affect your legal rights if the products are faulty or misdescribed. Ownership of the products passes to you once you have paid for them in full.

12.16 Until ownership of the products has passed to you upon your payment to us in full for the products, you shall:

12.16.1 hold the products as bailee for the us;

- 12.16.2 store the products separately from all other material in your possession;
- 12.16.3 take all reasonable care of the products and keep them in the condition in which they were delivered;
- 12.16.4 insure the products from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting our interest on the policy;
- 12.16.5 ensure that the products are clearly identifiable as belonging to the us;
- 12.16.6 not remove or alter any mark on or packaging of the products;
- 12.16.7 inform the us immediately if it becomes subject to any of the events or circumstances set out in clauses 23.1.4 to 23.2.148; and
- 12.16.8 on reasonable notice permit us to inspect the products during your normal business hours and provide us with such information concerning the products as the we may request from time to time.

13 Consumer cancellation rights

This clause 13 only applies to you if you are a consumer.

13.1 Because all our products are made bespoke to any order you make and none are held in stock, you only have the period of **48 hours** from receipt of our Order Confirmation to cancel your order if you wish to cancel it. Beyond that 48-hour period from the time of your receipt of our Order Confirmation, you do **not** have the right to change your mind and cancel your order. Consequently, we do **not** offer refunds if you change your mind and wish to cancel your order after the deadline of 48 hours from the time of your receipt of our Order Confirmation because our products are all made bespoke to your order, and you cannot change your mind and cancel your order after those 48 hours have passed.

13.2 We require a 20% deposit to be paid by you. Once we begin work on your bespoke product after the 48-hour period starting from the time of your receipt of our emailed Order Confirmation, we cannot offer you a refund if you wish to cancel your order. This means that your deposit is non-refundable after the expiry of that 48-hour period, and you are liable to pay us the full contract price after that 48 hour period, unless we breach these terms and/or those contained within the Order Confirmation. After that 48-hour period following your receipt of our email Order Confirmation, you are liable to us for the full amount of the price set out in the Order Confirmation which includes the deposit that you have already paid to us.

14 Faulty products—consumers

This clause 14 only applies to you if you are a consumer.

14.1 The products that we provide to you must be as described, fit for purpose and of satisfactory quality. We are under a legal duty to supply products that are in conformity with our contract with you.

14.2 During the expected lifespan of your product, you are entitled legally to the following:

Up to 30 days:	If your product is faulty, you can get an immediate refund.
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Up to six months:	If the product cannot be repaired or replaced, then you are entitled to a full refund in most cases.
Up to six years:	If the product does not last a reasonable length of time, you may be entitled to some money back.

14.3 This is a summary of some of your key rights. They are in addition to your cancellation rights set out in clause 13 above. For more detailed information on your rights, visit the Citizens Advice website at www.citizensadvice.org.uk or call 0808 223 1133.

14.4 If your products are faulty or misdescribed, please contact us as soon as reasonably possible.

14.5 In addition to your statutory rights as a consumer stated under clauses 14.1 to 14.3, we provide a warranty on our products for consumers as set out in clause 14.6. Your statutory rights are unaffected by our provision of this warranty and you may still exercise your statutory rights as a consumer as set out in clauses 14.1 to 14.3 above.

14.6 We warrant to consumers that our products will from the date of delivery (as set out in clause 12.15), for a period of 20 years from the date of delivery in respect of cupboards containing shelves and drawers (**Cabinets**) and for a period of 20 years in respect of Blum drawer slides, runners, hinges and lift up mechanisms (**Moving Parts**) and for a period of 10 years in respect of Kessebohmer and Peka pull out mechanisms (**Wirework**) and for a period of one year in respect of doors, drawer fronts, show panels, plinths, cornices and pelmets (**Fascias**), during those respective warranty periods (**Warranty Period**):

14.6.1 conform in all material respects to their product descriptions on our website;

14.6.2 be free from material defects in design, material and workmanship; and

14.6.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

14.7 Therefore, in light of clause 14.6, and **in addition to your rights as a consumer to obtain a refund, repair or replacement as set out in clauses 14.1-14.3**, by our warranty we will choose to do one of the following, which one being entirely at our discretion: repair or replace or refund the price in full of any defective products that do not comply with clause 14.6, provided that you notify us by email to info@sfgproducts.co.uk within the Warranty Period of the defects and include a photograph showing the defects in our products delivered. Then:

14.7.1 we will consider whether to send a carrier to collect the products concerned if they are damaged or otherwise defective; and

14.7.2 if, subsequently, our carrier is to collect the products from you, you will be notified within 5 days of the date the products are to be collected from you; and

14.7.3 you will give us a reasonable opportunity to examine such products for the defects of which you have complained; and

14.7.4 we will not charge you for our collection or handling of the products in question if the damage to them was not caused by you and was caused by us or our carrier.

14.8 It is entirely at our discretion as to whether a handling charge of £200 is charged to you if:

- (a) the products we collect from you are damaged and are found to be damaged by you and not by us or our carrier; or
- (b) if the products we have come to collect from you are in fact not damaged or defective at all.

14.9 Any products to be collected by us, or which are returned to us by you, shall be returned in their original packaging.

14.10 We will not be responsible for any associated costs of yours in relation to the replacement of defective products.

14.11 If you wish to return any defective products to us under this warranty, you shall (if asked to do so by the us) return those defective products to our place of business at the address set out in this agreement.

14.12 Subject to the provisions of clause 17.1, we will not be responsible for any associated costs in relation to the replacement of defective products.

14.13 We shall not be liable for the products failure to comply with the warranty set out in this clause 14 in any of the following events:

14.13.1 you make any further use of the defective products of which you have given us notice, after giving notice to us in accordance with clause 14.7;

14.13.2 the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the products (including all instructions in the care and maintenance document as published by the us);

14.13.3 the defect arises as a result of you following any drawing, design or specification supplied by you to us;

14.13.4 you work, alter, tailor or repair the products (including drilling the products) without our written consent to this;

14.13.5 the defect in the product arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;

14.13.6 the defect arises as a result of you using the products in circumstances, or in an environment, in which the products were not intended by the manufacturer of the products to operate in;

14.13.7 the defect is that the products differ from their description and the products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;

14.13.8 the defect or damage in the products can be attributed to household animals and misuse by children.

14.14 The warranty in the provisions of clauses 14.6 to 14.13.8 covers the products for domestic use only and **not** within any of the following: a business, business premises or place of work, student property or similar, rental property (being a property which is being rented to someone other than you or to a business).

14.15 The warranty contained in the provision of clauses 14.6 to 14.13.8 is non-transferrable from you to anyone or any legal entity.

14.16 Natural aging of our products means that they will patina over time. Consequently, we are unable to guarantee that any replacement product will be of an identical match to the original colour and/or finish of the products originally purchased by you from us. In the event that any replacement product is supplied by us as a result of the provisions of this clause 14, we shall not be liable for providing a replacement product that matches the original colour and/or finish of the product originally purchased and being replaced. Additionally, our total liability concerning that replacement product will be limited to the purchase price paid by you of the product you are seeking to replace. In the event that any product supplied by us is not supplied by us as a result of the operation of this clause 14, then we make no representation or warranty regarding the suitability of that supplied product to match or blend with or replace any product previously supplied by us.

14.17 The provisions of this clause 14 shall apply to any products repaired or replaced by us.

14.18 Except as set out in this clause 14, if you are a consumer customer, we give no warranties and make no representations in relation to the products, and all warranties and conditions (including the conditions implied by sections 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

15 Faulty products—business customers

This clause 15 only applies to you if you are a business customer.

15.1 We warrant that the products will from the date of delivery (as described in clause 12.15), for a period of 20 years from the date of delivery in respect of cupboards containing shelves and drawers (**Cabinets**) and for a period of 20 years in respect of Blum drawer slides, runners, hinges and lift up mechanisms (**Moving Parts**) and for a period of 10 years in respect of Kessebohmer and Peka pull out mechanisms (**Wirework**) and for a period of one year in respect of doors, drawer fronts, show panels, plinths, cornices and pelmets (**Fascias**), during those respective periods (**Warranty Period**):

15.1.1 conform in all material respects to their product descriptions on our website;

15.1.2 be free from material defects in design, material and workmanship; and

15.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

15.2 As your sole and exclusive remedy, we will choose to do either of the following, which one being entirely at our discretion, the repair or replacement of products that do not comply with clause 15.1, provided that:

15.2.1 you notify us of the defective products by email to info@sfgproducts.co.uk within the Warranty Period;

15.2.2 you provide us with sufficient information as to the nature and extent of the defects in the products;

15.2.3 you give us a reasonable opportunity to examine the defective products; and

15.2.4 you make the defective products available to collect from you at a reasonable time when we are able to collect them.

15.3 In the case of any of our products delivered to you which do not comply with provisions of clause 15.1 because of defects in our products which exist and are discoverable upon physical inspection, you must give notice in writing to us of those defects within 10 business days of delivery of the products to you. Beyond the period of 10 business days from the date of delivery we will not accept or consider any complaints about our products unless those concern latent defects in our products. Please do not attempt to fit or alter any products which have been reported as defective.

15.4 When you rely on our warranty in clause 15.1, you must send, first, a photograph of the defective product to the us showing the defects in our products delivered. Then:

15.4.1 we will consider whether to send a carrier to collect the products concerned if they are damaged or otherwise defective; and

15.4.2 if, subsequently, our carrier collects the products from you, you will be notified within 5 days of the date the products are to be collected from you;

15.4.3 you will give us a reasonable opportunity to examine such products for the defects of which you have complained.

15.5 It is at our discretion as to whether a handling charge of £200 is charged to you if the products we collect from you are damaged and are found to be damaged by you, and not us or our carrier. If the products found to be damaged by you are in a condition where they cannot be sold, those products will be returned to you and you will be charge a handling charge.

15.6 Any products to be collected by us, or which are returned to us by you, shall be returned in their original packaging.

15.7 We will not be responsible for any associated costs in relation to the replacement of defective products.

15.8 We shall not be liable for the products failure to comply with the warranty set out in this clause 15 in any of the following events:

15.8.1 you make any further use of the defective products of which you have given us notice, after giving notice to us in accordance with clause 15.2;

15.8.2 the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the products (including all instructions in the care and maintenance document as published by the us) or (if there are none) good trade practice regarding the same;

15.8.3 the defect arises as a result of you following any drawing, design or specification supplied by the you to us;

15.8.4 you work, alter, tailor or repair the products (including drilling the products) without our written consent to this;

15.8.5 the defect in the product arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;

15.8.6 the defect arises as a result of you using the products in circumstances, or in an environment, in which the products were not intended by the manufacturer of the products to operate in;

15.8.7 the products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;

15.8.8 the defect or damage in the products can be attributed to household animals and misuse by children.

15.9 Natural aging of our products means that they will patina over time. Consequently, we are unable to guarantee that any replacement product will be of an identical match to the original colour and/or finish of the products originally purchased by you from us. In the event that any replacement product is supplied by us as a result of the operation of our warranty under this clause 15, we shall not be liable for providing a replacement product that matches the original colour and/or finish of the product originally purchased and being replaced. Additionally, our total liability concerning that replacement product will be limited to the purchase price paid by you of the product you are seeking to replace. In the event that any product supplied by us is not supplied by us as a result of the operation of our warranty, then we make no representation or warranty regarding the suitability of that supplied product to match or blend with or replace any product previously supplied by us.

15.10 The warranty contained in the provision of clauses 15.1 to 15.8.8 is non-transferrable from you to anyone or any entity.

15.11 The warranty in the provisions of clauses 15.1 to 15.8.8 covers the products for domestic use only and **not** within any of the following: a business, business premises or place of work, student property or similar, rental property (being a property which is being rented to someone other than you or to a business).

15.12 The provisions of this clause 15 shall apply to any products repaired or replaced by us.

15.13 Except as set out in this clause 15, if you are a business customer, we give no warranties and make no representations in relation to the products, and all warranties and conditions (including the conditions implied by sections 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

16 Events beyond our control

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

17 Our liability to consumers

This clause 17 only applies to you if you are a consumer.

17.1 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time this agreement was made, it was either clear that such loss or damage would occur to you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

17.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

17.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

18 Our liability to business customers

This clause 18 only applies to you if you are a business customer.

18.1 Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the products.

18.2 We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

18.2.1 consequential, indirect or special losses; or

18.2.2 any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) loss of opportunity;
- (c) loss of savings, discount or rebate (whether actual or anticipated); or
- (d) harm to reputation or loss of goodwill.

18.3 Nothing in these terms will limit or exclude our liability for:

18.3.1 death or personal injury caused by negligence;

18.3.2 fraud or fraudulent misrepresentation; or

18.3.3 any other losses which cannot be excluded or limited by law.

19 Your information

Any personal information that you provide to us will be dealt with in line with our Privacy Policy available here <https://pebblekitchens.co.uk/privacy-policy/>, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

20 No third party rights

No one other than us or you have any right to enforce any of these terms.

21 Complaints

21.1 If you are unhappy with us or the products you ordered, please contact us at info@sfgproducts.co.uk.

22 Indemnity and insurance

22.1 You shall indemnify us from and against any losses, damages, liability, costs (including legal fees), and including those arising as a result of any action, demand or claim that use of the products delivered to you by us infringe the Intellectual Property Rights of any third party, which we may suffer or incur directly or indirectly from the breach of any of your obligations under this agreement. For the benefit of consumers this means that you will pay us for any damage, losses, costs or expenses which we suffer, and which are caused by your breach of any of your obligations under this agreement.

22.2 If, and only if, you are a business customer (and **not if you are a consumer customer**) then you shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover your obligations under this agreement. On request, you shall supply (so far as is reasonable) evidence of the maintenance of the insurance and all of its terms from time to time applicable.

23 Termination Business Customers

23.1 If you are a **Business Customer**, we may terminate this agreement at any time by giving notice in writing to you if:

- 23.1.1 you commit a material breach of this agreement and such breach is not remediable;
- 23.1.2 you commit a material breach of the agreement which is not remedied within 14 Business Days of receiving written notice of such breach;
- 23.1.3 you have failed to pay any amount due under this agreement on the due date and such amount remains unpaid 30 days after the date that we have given notification to you that the payment is overdue; or
- 23.1.4 any consent, licence or authorisation held by you is revoked or modified such that you are no longer able to comply with your obligations under this agreement or receive any benefit to which it is entitled.

23.2 If you are a **Business Customer**, we may terminate this agreement at any time by giving notice in writing to you, if you:

- 23.2.1 stop carrying on all or a significant part of your business, or indicates in any way that it intends to do so;
- 23.2.2 are unable to pay your debts either within the meaning of section 123 of the Insolvency Act 1986 or if we reasonably believe that to be the case;
- 23.2.3 become the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 23.2.4 become subject to a moratorium under Part A1 of the Insolvency Act 1986;
- 23.2.5 become subject to a restructuring plan under Part 26A of the Companies Act 2006;
- 23.2.6 become subject to a scheme of arrangement under Part 26 of the Companies Act 2006;

- 23.2.7 have a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 23.2.8 have a resolution passed for its winding up;
- 23.2.9 have a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against you;
- 23.2.10 are subject to any procedure for the taking control of your goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- 23.2.11 have a freezing order made against you;
- 23.2.12 are subject to any recovery or attempted recovery of items supplied to you by a supplier retaining title to those items;
- 23.2.13 are subject to any events or circumstances analogous to those in clauses 23.2.1 to 23.2.12 in any jurisdiction;
- 23.2.14 take any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 23.1 to 23.2.13 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process; or
- 23.2.15 are found, following inspection of your books of account by auditors to have liabilities which exceed the value of your assets (taking into account both contingent and prospective liabilities).
- 23.2.16 (being an individual) you are the subject of a bankruptcy petition or order;
- 23.2.17 (being an individual) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 23.2.18 (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.
- 23.3 If the you become subject to any of the events listed in clause 23.2, or we reasonably believe that you are about to become subject to any of them and notify you accordingly, then, without limiting any other right or remedy available to us, we may cancel or suspend all further deliveries under this agreement or under any other contract between the you and us without incurring any liability to you, and all outstanding sums in respect of the products delivered to the you shall become immediately due.
- 23.4 We may terminate this agreement any time by giving not less than four weeks' notice in writing to you if you undergo a change of Control, (Control having the meaning given to it in section 1124 of the Corporation Tax Act 2010) or if it is realistically anticipated that it shall undergo a change of Control within two months.

23.5 Our right to terminate this agreement pursuant to clause 23.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) and where the amalgamated, reconstructed or merged entity agrees to adhere to this agreement.

23.6 If you become aware that any event has occurred, or circumstances exist, which may entitle the us to terminate this agreement under this clause 23, you shall immediately notify us in writing.

23.7 Termination or expiry of this agreement shall not affect any accrued rights and liabilities that we have at any time up to the date of termination.

24 Waiver

24.1 No failure, delay or omission by us in exercising any right, power or remedy provided by law or under these terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

24.2 No single or partial exercise of any right, power or remedy provided by law or under these terms by us shall prevent any future exercise of it or the exercise of any other right, power or remedy by us.

24.3 A waiver of any term, provision, condition, or breach of these terms by us shall only be effective if given in writing and signed by us, and then only in the instance and for the purpose for which it is given.

25 Governing law and jurisdiction

25.1 If you are a consumer, the laws of England and Wales apply to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

25.2 If you are a business customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

26 General terms

26.1 You are not allowed to assign, transfer or subcontract any of your rights and obligations under these terms to anyone or any business without our prior written consent. We may assign, transfer or subcontract our rights and obligations under these terms to another business without your consent, but we will notify you of the transfer, assignment or subcontracting and make sure that your rights are not adversely affected as a result.

26.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

26.3 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the you and we shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

26.4 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

26.5 If you are a business customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us.

26.6 If you are a business customer, you and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.