

KINDLE ENERGY LTD TRADING AS KINDLE STOVES - TERMS & CONDITIONS

1. GENERAL

- (a) In these conditions, **Kindle Energy Ltd (#6682113)** is referred to as the "**Company**", and the Person, Firm or Company purchasing is referred to as the "**Customer**". Any agreement documented for the supply of goods or services is referred to as "**Contract**" – The Company only enters into Contracts supported by printed documentation. Suppliers of Goods and Services to customers, other than goods and services supplied by the Company are "**Other Suppliers**".
- (b) The goods ordered by the Customer are sourced by the Company for the Customer and the Company insists that there can be no right for the Customers to cancel or withdraw after materials have been partially or fully paid for and any refund to the Customer would be the cost price to the Company not the retail price. No refunds are available for installed materials, unless proven faulty under warranty.
- (c) The Company enters into Contract with the Customer solely on the terms of these conditions, and no representation or warranty, collateral or otherwise, shall bind the Company and no statement made by any Representative of the Company shall vary these conditions unless printed and signed by the Company.
- (d) Any Contract for goods or services, is entered into by the Company on the basis of its Representative's assessment and agreed documentation of the Customer's requirements
- (e) Any Contract is conditional upon final inspection by the Company's representative and his recommendations for the work. In the event of the Company determining that it is not feasible to carry out the works on the terms specified herein, the Company will notify the Customer accordingly and will return the Customer's deposit; whereupon this contract shall be null and void and neither party shall be under any liability to the other.
- (f) Quotations and Estimates by the Company shall be open for acceptance for a period of three calendar months days during and after which the Company reserves the right to modify or withdraw the same.
- (g) Quotations and Estimates are offered for the guidance of the Customer and the Company's Representatives. Quotations and Estimates must be not be shown/copied in any form by the Customer to Other Suppliers.
- (h) Quotations and Estimates may summarize situations and omit issues that are unknown at the time of the Quotation or Estimate and so must not be taken as fully definitive of the work necessary or of the costs.
- (i) The Customer is entirely responsible for ensuring compliance with any applicable Planning or Listed Building Regulations, and for confirming their compliance to the Company in writing. The Customer hereby accepts any and all legal and financial ramifications resultant from any failure to comply with any and all applicable local authority regulations.
- (j) Any estimates, pamphlets and publications produced by the Company are generic and neither for the specific guidance of Customers or Other Suppliers, nor for comparative pricing.

2. PERFORMANCE

- (a) **The Customer** agrees to give free and unrestricted access at all reasonable times to the Company's Representatives to carry out all necessary surveys and works relating to the installation. Unless the Customer notifies the Company in writing at the date of order that he requires delivery or installation after a certain date and the Company accepts, the Customer is obliged to give access to the Company, or accept delivery within 28 days of the agreed Fitting date. In the event of such access not being given, then at the entire discretion of the Company, the Company may treat the Contract as at an end upon the Customer's Breach, and seek to recover damages that may amount to the full estimated price plus legal expenses.
- (b) If, during the course of the works, problems of a structural nature to the Customer's property become apparent, which could not be foreseen by the Company's Representatives, then the Company shall have the right to call in suitably qualified professionals to advise on the problem and report in writing with recommendations; such recommendations to be implemented by the Customer and at the Customer's expense, as soon as it is practical to enable the Company to proceed safely with its work.
- (c) **The Company** undertakes to use its best endeavors to adhere to any delivery period discussed with the purchaser, but time shall not be of the essence of any Contract and the Company shall not be liable in respect of any delay in installation caused by reasons beyond the Company's control; nor for any consequential loss, resulting there-from. If work is not completed within the delivery period stated in the Contract, the Customer may serve notice on the Company in writing, requiring that the work be completed within such an extended period as the Customer may specify: in general, the Company would accept 28 days as being reasonable, with the proviso that the Quotation or Estimate may be varied by the Company.
- (d) If the work is not completed by the Company within such extended 28 days, the Customer may cancel the uncompleted work covered by the contract, without penalty to the Customer, by the service of a written notice to that effect on the Company by the 28th day. Any Customer payments for goods and services to date will be retained by the Company.

3. OTHER SUPPLIERS OF GOODS & SERVICES

- (a) The Quotation or Estimate will outline tasks to be undertaken other than by the Company. These may include but not exclusively, Asbestos surveys including sampling and/or removal, Gas, Oil, Electrical, Survey, Structural rectification and other Construction work.
- (b) The Company in no way recommends or endorses the Customer's involvement with or direct employment of anyone other than representatives of the Company.
- (c) The Company shall be in no way held responsible for the thoughts, words, deeds or omissions of other equipment or materials suppliers, or other services suppliers per 3a).
- (d) At all times, responsibility for verification of the necessary qualifications of other equipment, materials or Services Suppliers shall reside solely with the Customer.
- (e) For Customers' information, the Company's HETAS Registration reference is #2402 and the Company's HETAS certificated fitters or sub-contracted fitters are registered with HETAS.
- (f) Where non-HETAS installations are planned, the prior approval, on-going supervision and final sign-off must be by a Local Authority Building Control Officer (BCO)
- (g) UK Solid Fuel "Wet-Side" standalone and integrated systems are not installed by the Company. For this work Grade 1 wet-systems-qualified HETAS Engineers are required, or the work must be done under BCO supervision.

3. MATERIALS

- (a) All materials supplied and/or fitted by the Company will comply with HETAS recommendations and be of good quality and suitable for use under those recommendations.

- (b) The Company shall be under no liability whatsoever in respect of minor blemishes and imperfections in the materials not covered by a manufacturers' performance warranty.
- (c) Despite the Company's best endeavors installations may not be aesthetically perfect due to peculiarities in fireplaces, stoves, chimneys, hearths and buildings design & construction.
- (d) The Customer accepts that unavoidable compromises may be necessary during installation under 3(c) placing HETAS standards above minor aesthetic considerations.
- (e) Until full payment has been made to the Company, all materials shall remain the property of the Company.

4. REGULATIONS

- (a) All Materials supplied will comply with HETAS & Building Regulations. Installations will comply with HETAS & Building Regulations, cosmetic & clearance considerations excluded.
- (b) Certificates of Compliance with Building Regulations will only be issued once full payment has been received by the Company.

5. WARRANTY

- (a) The Company undertakes to repair or replace, free of charge, any installation proven defective as a result of faulty workmanship within 1 year from the date of Installation.
- (b) Manufacturer's Warranties apply to all installation materials used, provided the relevant Warranty paperwork is returned to the relevant Manufacturer in the stated time and fashion. Specific Manufacturers' Warranty exclusions apply to some internal and external service-renewable parts of their stoves.
- (c) Customers wishing to obtain redress from Manufacturers' Warranties for Materials and/or labour charges made by the Company for rectification must do so directly.
- (d) Warranty facilities apply only to the original Customer and are neither extendable nor transferable to any other party.
- (e) Interference with or modification to the Installation if undertaken by other persons, including damage due to accident or misuse and faults or premature deterioration resulting from misuse or abuse will invalidate any warranty.
- (f) Customers' failure to correctly use and maintain installations are excluded. The Company may charge for service calls of this nature, or may refuse to rectify related issues.

6. PAYMENTS

- a) Where technical reports or input are required by a Customer or a Supplier, the charge is from £50+VAT per hour, including on-site, research and report writing activities.
- (b) A minimum 30% deposit is required before setting a fitting date. Special order stoves must be paid in full in advance and may be subject to manufacturers' delivery delays of between 7 days and 3 months.
- (c) When no stove is bought from the Company, (eg: stove installation only) 50% of the quoted / estimated cost is due before setting the Fitting Date.
- (d) The balance due plus any necessary extras arising during installation, is due in full when installation is complete.
- (e) The Quotation / Estimate will specifically include the known tasks to be undertaken by the Company. Anything not expressly included in the Quotation / Estimate must therefore be considered "Extras".
- (f) Any new or changed legislation arising after provision of a Quotation / Estimate and affecting legal completion of an Installation shall be considered "Extras" e.g. air-vents & Carbon Monoxide alarms.
- (g) Any levies or variations in taxation imposed by the Government after the Quotation or Estimate but prior to Installation will be added to the final invoice.
- (h) Where an Installation is proceeding by Stages, full payment is required at the completion of each Stage defined in the Quotation / Estimate.
- (i) The presence of any alleged defect does not constitute a reason for withholding any payment. Any costs of pursuit of the customer for outstanding payments will be charged.
- (j) The Company will seek to agree to and/or rectify any potential issues with the Customer post-implementation, only provided that all deposit or stage payments due to date have been made.
- (k) Any issues arising that cannot be agreed between the Company and the Customer shall only be settled through the HETAS arbitration scheme. See HETAS.co.uk for details.
- (l) Interest is due on all unpaid accounts will be charged at 5% per month or part-month over the annual base rate per annum for the time being of the Company's bank.
- (m) Any dishonored cheque will attract a penalty payment of £25 plus 5% per month or part-month over the annual base rate per annum for the time being of the Company's bank.
- (n) There is no exception to the Interest due and penalty payment clauses 6(l) & 6(m) above and this condition will be rigorously enforced in English Law.

7. ACCEPTANCE & CANCELLATION

- (a) The Terms & Conditions shall not be construed so as to affect the statutory rights of Customers whose acceptance of a Quotation / Estimate implies full acceptance of these Terms & Conditions.
- (b) If a contract is cancelled, then at the entire discretion of the Company upon the Customer's Breach, the Company may seek to recover damages up to the full Quotation or Estimate price.
- (c) If the Company, at the Company's sole decision, cannot complete an installation due to building structure issues, then any pre-payments will be refunded to the Customer in full.
- (d) Cancellation may be effected by written notice of cancellation to: 177 Gloucester Rd, Bristol, BS7 8BE. A fee up to the full value of the Quotation or Estimate may apply.
- (e) These terms and conditions shall not be construed to affect the statutory or common law rights of the purchaser or the Company.

Copies of these Terms & Conditions are prominently displayed in Company premises and on the Kindle Stoves Web-site. In accepting any opinions, publications, goods or services from the Company, Customers accept that all such communications and transactions are limited and controlled by these Terms & Conditions.