Solution Fires Terms and Conditions

In the following, the "seller" means Solution Fires, and the "buyer" means the person or company buying the product from the "seller".

1) TRADE ACCOUNTS

a) New trade accounts are available to the buyer with no credit terms.
b) Any application from a buyer wishing to apply for credit terms will be reviewed upon receipt of two trade supplier references and after a minimum of 6 month's continuous trading period, meeting the agreed terms of payment. At time of application the buyer will be required to complete a direct debit mandate and make all future payments by direct debit. During the application process current payment terms will prevail. The seller reserves the right to refuse the application of credit terms.
c) To maintain a credit account the buyer will be required to purchase a minimum of £7,000 worth of product over a 12 month rolling period.

2) TERMS

a) Trade Account – Payment as per agreed schedule
i) Payment upon order by Debit or Credit Card
ii) Bank Transfer within 5 days following delivery
iii) Debit or Credit Card within 5 days following delivery
b) Credit Account – Payment as per agreed invoiced terms
i) Direct Debit 7 days following the week of invoice
ii) Direct Debit 10 days following the month of invoice
iii) Bank Transfer by the end of the month following the month of invoice
iv) Debit or Credit Card by the end of the month following the month of invoice
v) Direct Debit by the end of the month following the month of invoice
c) The seller reserves the right to pass on to the buyer an administration charge of £50 + VAT, if a Direct Debit Collection is declined by the bank.
d) Supply of goods maybe withheld if any account is not paid according to these terms. In addition the seller reserves the right to instruct it's solicitors to recover any outstanding debts on its behalf. All costs incurred by the seller will be added to the buyer's debt and passed on to the buyer. Once the debt has been cleared the seller reserves the right to amend the buyer's payment terms.
e) All prices are subject to VAT at the current rate.
f) Any invoice queries should be made in writing to accounts@capitalfireplaces.co.uk within 14 days of invoice date, stating your invoice number and query.

3) RISK AND TITLE

Risk in the goods shall pass to the buyer on delivery but goods shall remain the sole and absolute property of the seller as legal and equitable owner, until the buyer has paid to the seller the agreed price. The seller may for the purpose of recovery of its goods enter any premises where they are
stored or where they are reasonably thought to be stored and repossess them. If the goods belonging to the seller are mixed with or incorporated into goods belonging to the buyer the product shall belong to the seller. If goods belonging to the seller are mixed with incorporated goods belonging to any other person the product shall be owned in common with that other person.

4) DELIVERY

a) Any delivery days quoted are genuine forecasts but shall NOT be legally binding on the seller.
b) Timed deliveries cannot be arranged.
c) In the event of the seller being unable to supply goods subsequent to receiving an order from the buyer, the seller shall not be liable for any incidental or consequential loss.
d) It is the buyer's responsibility, regardless of delivery address, to ensure the goods are as ordered and that they are of satisfactory quality.
e) In the event of any delivery/product issues the buyer must notify the seller within 3 days of arrival of consignment, and before the goods are processed in any way. No responsibility can be accepted by the seller for any claims thereafter. This includes – but is not limited to – missing goods, incorrect quantities or products, order discrepancies and any damage/quality issues.
f) The seller must be notified of any issues prior to installation. No liability for loss or damage can be accepted once goods have been transported to site. Damaged items and packaging must be retained for inspection. The seller shall not be held liable otherwise.
g) If goods despatched from the seller, by van or other method do not arrive within 24 hours of the quoted delivery date, the seller must be notified immediately by telephone, fax or e-mail.
h) In all events the limits of liability for any fault or defect in the product or Solution Fires service shall be a sum not exceeding the purchase price of the particular goods, and the seller shall not be liable for any subsequent loss howsoever arising.
i) The seller will not accept any liability for delays caused by "force majeure" beyond the seller's control.
j) Our drivers are required to carry out a risk assessment for every delivery, should they consider that the risks associated with any delivery are too great, they may abort the delivery if alternative arrangements cannot be made with the buyer or their agents.
k) Any failed/rejected notified delivery that is not the fault of Solution Fires will be charged for.
l) A £10 delivery charge is applicable (per delivery, not per product)

5) RETURNS

The seller reserves the right of discretion to accept or refuse the return of any goods supplied. A restocking fee of 20% will be applied to products that have been agreed for return. It is the buyer's responsibility to ensure all goods returned are properly packed and returned in re-sellable condition. Damaged, incomplete or defaced goods/packaging will not be accepted for credit. Drivers cannot accept returned goods without the correct paperwork. All returned goods are subject to inspection. If there is a discrepancy in the stated reason by the buyer for returning the goods, the seller reserves the right to charge in full for the goods in question. Goods will only be collected from the account holder's default delivery address by our own drivers upon delivery of your next order.

6) SPECIAL ORDERS (All made to measure and special order products)

The buyer is responsible for ensuring that all product specifications and prices are correct at point of order. We do not accept cancellations or returns of special orders.

7) CANCELLATION

In any event of cancellation of any order, already delivered, the buyer will be responsible for a 20% restocking charge.

8) ERRORS AND OMISSIONS

In the event of administrative errors in the collation of the

seller's price list or brochure please note that we reserve the right to amend prices without prior notification to the buyer.

9) ORDERING

By ordering and paying for products from this price list the buyer agrees to abide by the strict conditions of sale for this range, namely that these products should not be sold by the buyer on the internet or for sale to a third party who goes on to sell them on the internet. This condition will be strictly enforced and as contravention could lead to the suspension of supply if the buyer is in any doubt they should contact the seller prior to purchase. The seller will have no liability for costs incurred should supply be suspended.

The Solution range is designed to offer quality products at competitive prices whilst supporting our retail customers and their showrooms. To this end we have stated that these products are 'showroom protected' and must not be directly, or indirectly, sold on the internet. We understand that the internet is a powerful marketing tool, to advertise your showroom and offer basic product information, and fully support the use of our official images and web links to support your own showroom website. Please note the following Terms & Conditions of sale.

Solution Fires standard terms and conditions apply to all business transactions.

Solution Dealers are officially authorised under the following additional conditions of sale:

10) INTERNET

The Solution Fires range of product is not to be directly, or indirectly, sold on the internet. No pricing, other than where applicable our official Suggested Retail Price, should be displayed on web pages. Our products are not to be sold on e-commerce or any online auction sites. Supply will be discontinued if accounts are found to be trading on the internet or trading with businesses or persons who themselves are trading these products on the internet. You should not commence an agreement to take this range unless you understand fully these conditions.

11) DISPLAYS

To be an authorised dealer of the Solution Fires range you are required to have a minimum number of products on display in your showroom, as agreed with your Area Sales Manager. Any products supplied for showroom display at a discount must be kept on display for a minimum of 9 months.

Should products be removed or sold off prior to this then Solution Fires reserve the right to invoice for these goods at full trade price.

solution fires