

1 PRICES

All prices shown include VAT at the current rate. The description and price of the goods you order will be as shown on our website at the time you place your order. All goods are subject to availability and will be delivered as per section 8. If the goods that you have ordered are not available from stock, we will inform you as soon as possible and hold the order awaiting the outstanding item(s). Alternatively we will cancel the item(s) from your order and refund or re-credit the relevant value if you direct us to do so. In addition to the prices shown you may be required to pay a delivery charge for the goods.

2 ACCEPTANCE

No binding contract shall exist until we have received and accepted your order and received payment in full (in cleared funds), once this happens there is a binding legal contract between us. This contract is subject to your right of cancellation (see below).

3 FORCE MAJEURE

We shall be relieved of all our obligations under the contract to the extent to which the fulfilment thereof is prevented, frustrated or impeded as a consequence of any circumstances outside our control including, but not limited to: industrial action, war, statutes, rules, regulations, orders or requisitions issued by any Government Department, or other duly constituted authority or non-availability of raw materials, fuel or energy.

4 INDEMNITY

The purchaser shall indemnify us against all claims and demands whatsoever made by any person or persons against us in any respect of all injury, loss or damage arising directly or indirectly from delivery and use of goods supplied by us or our failure to supply such goods howsoever caused and whether or not amounting to negligence on our part.

5 TERMS OF CONTRACT

(a) No communication from our agents or ourselves shall be of any contractual effect or be relied on as representation, condition or warranty unless incorporated in our Acceptance of Order and no variation of these Conditions or any contract shall be effective unless confirmed by us in writing.

(b) Unless otherwise confirmed by us in writing these Conditions shall apply to the Contract to the exclusion of all other terms, conditions, warranties, whether express, statutory or implied to the extent that all such other terms conditions and warranties are inconsistent herewith.

6 LIABILITY FOR DEFECTS

(a) The purchaser relies on his own skill and judgement as to the suitability of all goods supplied for any particular purpose or for use under any specific conditions.

(b) We warrant that we will make good by replacement or (at our option) by repair, all defects in the goods supplied which arise solely out of faulty design (other than a design made, furnished or specified by the Purchaser for which we have disclaimed responsibility in writing) or the use of faulty materials or bad workmanship on our part and which are notified to us within 12 months from the date of despatch to the Purchaser provided that:

- i The Purchaser shall have installed and used goods properly; and
- ii The goods are returned to us if we so request; and
- iii Our liability shall be limited to the delivery of repaired or replacement goods free to the Purchaser's premises; and
- iv These conditions shall apply to the repaired or replacement goods.

Subject to paragraph (b) hereof we shall be under no liability whatever, for any breach of contract, howsoever arising, whether of any express or implied condition, warranty or term of the contract (and whether amounting to a repudiation of fundamental breach or not) nor for negligence including miss-statement either in tort or contract or otherwise nor, beyond the terms of paragraph (b) for any loss, injury or damage whether direct or consequential, whether following from any defect, latent or otherwise, and whether or non attributable to any delay in repair or replacement by us and whether in tort or contract or otherwise.

7 TITLE OF GOODS

(a) The ownership of the goods shall remain with ourselves and we reserve the right to dispose of the goods until payment in full for all the goods has been received by us in accordance with the terms of this Contract or until such time as the Purchaser sells the goods to his customers by way of a bona fide sale at full market value. In the meantime the Purchaser shall keep the goods as bailee for us and shall store the goods in such a way that they are separately identifiable. If such payment as aforesaid is overdue in whole or in part we may (without prejudice to any of our other rights) recover or resell the goods or any part thereof and may enter on the Purchasers premises by our servants or agents for that purpose. All such payments will become due immediately upon the commencement of any Act or proceeding in which the Purchasers solvency is involved.

(b) If any of the goods are incorporated in and used as part of other goods before such payment as in (a) above the property in whole of such goods shall be and remain with ourselves until such payment has been made or the other goods shall have been sold as aforesaid and all the Purchasers rights hereunder in the said goods shall extend to those other goods.

(c) Until we are paid in full for all goods the relationship of the Purchaser to ourselves shall be fiduciary in respect of the products and other goods in which they are incorporated or used and if the same is sold by the Purchaser so it shall be right to retrace the proceed thereof according to the principles in 'Re Halletts Estate'. A Like right for ourselves will apply where the Purchaser uses the products in any way so as to be entitled to payment from a third party.

(d) We contract only to transfer to the Purchaser such Title (if any) to goods as we have therein at the time when Title is to pass.

(e) Notwithstanding the reservations of Title to the goods the risk in the goods will pass to the Purchaser on delivery.

8 DELIVERY

(a) The goods you order from us will be delivered to the address given by you at the time the order is placed.

(b) Delivery will usually be within 7 working days, however for certain non-stock items that are made to order delivery may be up to 14 working days. In these cases we will inform you of this by e-mail.

(c) If you fail or refuse to take delivery of the goods (Other than by reason of circumstances under control of the supplier) then without prejudice to any other right or remedy available to us, we may;

i Store the goods until actual delivery and charge you reasonable costs for administration, storage and re-delivery.

ii Unpack, retest and return the goods to our stocks and charge you reasonable costs for this action and the associated administration.

(d) Should you require the goods to be redirected to a different address after the goods have been dispatched; you may be required to pay an additional delivery charge.

(e) Every effort is made to deliver the goods as soon as possible after your order has been placed. However, we are not liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery, in which case we will inform you as soon as possible.

(f) Whilst every effort is made to deliver products within 7 days, time of delivery shall not be of the essence, we shall not be liable for any consequential loss incurred out of any failure to meet any estimated delivery date.

9 YOUR RIGHT OF CANCELLATION

(a) You have the right to cancel the contract at any time up to the end of 7 working days after you receive the goods. To exercise this right, you must give written notice to us by hand, post, or e-mail. Notification by phone is not sufficient.

(b) Except in the case of faulty or in-correct goods, if you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to us at your own cost. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit. In the case of faulty or in-correct goods we will collect the goods at our own cost, or provide return postage for you to return the goods.

(c) Once you have notified us that you are cancelling the contract and we have received the goods back, we will refund or re-credit you within 30 days for any sum that has been paid by you for the goods, this does not include any transit costs. Returned goods must be undamaged, in the original packaging, in saleable and unused condition.

(d) The right to return goods will NOT apply in the following circumstances;

- i In the event that the product has been used
- ii If the product has been made or customised specifically for you

(e) In the event that the order is cancelled whilst in transit, or an order is returned due to non-delivery, you will be liable for the transit costs.

10 RETURNS POLICY

(a) It is your responsibility to return / collect goods to / from our company premises unless otherwise agreed.

(b) Goods cannot be returned to us unless a valid returns number has been requested and obtained from us, and the package is clearly marked with this returns number.

(c) It is your responsibility to take reasonable care of the goods whilst in your possession. If this condition is not met, the company reserves the right to make a reasonable charge for repair / replacement. This charge will vary according to the condition of the returned goods; this provision is designed to ensure that returned goods can be sold again as new.

11 DATA PROTECTION

We will take all reasonable precautions to keep details of your order and payment secure, but unless the supplier is negligent, the supplier will not be liable for unauthorised access to information supplied by you. Should you require a copy of any data relating to you we will provide such information but will make a small charge to cover administration costs.

12 IMAGES

Product images are for illustrative purposes only and may differ from the actual product.