

# Consumer Terms and Conditions

Please read the following important terms and conditions before you buy anything on our site

## **Summary of your key rights:**

*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.*

*The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:*

*up to 30 days: if your goods are faulty, then you can get a refund*

*up to six months: if they can't be repaired or replaced, then you're entitled to a full refund, in most cases*

*up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.*

*This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.*

*The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.*

This contract sets out:

your legal rights and responsibilities

our legal rights and responsibilities, and

certain key information required by law

In this contract:

We, us or our means Just Fans Limited, and

You or your means the person using our site to buy goods from us

If you don't understand any of this contract and want to talk to us about it, please contact us by:

e-mail *Monday to Friday: 9am to 5pm*

telephone *Monday to Friday: 9am to 5pm*

## **Who are we?**

*We are registered in England and Wales under company number: 06421582.*

*Our registered office is at: Unit 7 Shepherds Close, Aylsham Business Estate, Aylsham, Norfolk, NR11 6SZ.*

*Our VAT number is: 924488987*

*The details of this contract will not be filed with any relevant authority by us.*

### **1 Introduction**

If you buy goods on our site you agree to be legally bound by this contract.

You may only buy goods from our site for non-business reasons.

This contract is only available in English. No other languages will apply to this contract.

When buying any goods you also agree to be legally bound by:

(1) our Website Terms and Conditions and any documents referred to in them

(2) extra terms which may add to, or replace some of, this contract. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this contract at any time by giving one month's notice if we tell you extra terms apply.

(3) specific terms which apply to certain goods. If you want to see these specific terms, please visit the relevant webpage for the goods at any time during the online checkout process

All these documents form part of this contract as though set out in full here.

### **2 Information we give you**

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please go to [Terms and Conditions](#) or..

(1) click on the 'Terms and Conditions' link

(2) contact us by using the contact details at the top of this page

The key information we give you by law forms part of this contract (as though it is set out in full here).

If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

### **3 Ordering goods from us**

Below, we set out how a legally binding contract between you and us is made.

You place an order on the site by going to [justfans.co.uk](http://justfans.co.uk). Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

(1) When you place your order at the end of the online checkout process (eg when you click on the Confirm Order button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.

(2) We may contact you to say that we do not accept your order. This is typically for the following reasons:.

the goods are unavailable

we cannot authorise your payment

you are not allowed to buy the goods from us

we are not allowed to sell the goods to you

you have ordered too many goods

there has been a mistake on the pricing or description of the goods

(3) We will only accept your order when we email you to confirm this (Confirmation Email). At this point:

a legally binding contract will be in place between you and us, and

we will dispatch the goods to you

If you are under the age of 18 you may buy any goods from the site.

#### **4 Right to cancel this contract**

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day after the goods come into your possession, or the possession of the person you ask us to deliver them to.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

##### ***Cancellation form***

*To [insert the trader's name, geographical address and, where available, fax number and e-mail address]:*

*I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*/the supply of the following service [\*/,*

*Ordered on [\*/received on [\*/,*

*Name of consumer(s),*

*Address of consumer(s),*

*Signature of consumer(s) (only if this form is notified on paper),*

*Date*

*[\*] Delete as appropriate*

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired

##### **Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than:

14 days after the day we received back from you any goods supplied, or (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you have received goods:

you shall send back the goods without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired

you will have to bear the direct cost of returning the goods

you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

#### **5 Delivery**

We use FedEx to deliver our goods. If you want to see your delivery options, visit our webpage 'Shipping & Returns' before you place your order.

If something happens which is outside of our control, and affects the estimated date of delivery we will let you have a revised estimated date for delivery of the goods.

Delivery of the goods will take place when we deliver them to the address that you gave to us. Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will let you know, cancel your order, and give you a refund

If nobody is available to take delivery, please contact us using the contact details at the top of this page.

You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

We may deliver your goods in instalments. If you want to see whether your goods may be delivered in this way, put comments in the notes window during the online checkout process.

## **6 Payment**

We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

Your credit card or debit card will only be charged when the goods are dispatched.

All payments by credit card or debit card need to be authorised by the relevant card issuer. We

may also need to use extra security steps via Verifiedby Visa or Mastercard®SecureCode

If your payment is not received by us and you have already received the goods, you must pay for such goods within 14 days, or must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.

If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.

Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period .

The price of the goods:

is in pounds sterling (£)(GBP)

includes VAT at the applicable rate

does not include the cost of delivering the goods (if you want delivery options and costs, these are calculated at the time of ordering).

## **7 Nature of the goods**

The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:

are of satisfactory quality

are fit for purpose

match the description, sample or model, and

are installed properly (if we install any goods)

We must provide you with goods that comply with your legal rights.

The packaging of the goods may be different from that shown on the site.

While we try to make sure that:

all weights, sizes and measurements set out on the site are as accurate as possible.

the colours of our goods are displayed accurately on the site, the actual colours that you see on your computer may vary depending on the monitor that you use

Any goods sold:

at discount prices

as remnants

as substandard

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

If we can't supply certain goods (such as outdated fan units) we may need to substitute them with alternative goods of equal or better standard and value. In this case:

we will let you know if we intend to do this but this may not always be possible

you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for

## **8 Faulty goods**

Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:

visit our webpage: '*Shipping and Returns*'

contact us using the contact details at the top of this page, or

visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06

Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

Please contact us using the contact details at the top of this page, if you want:

us to repair the goods

us to replace the goods

a price reduction

a refund

## **9 Returns**

We are insured against loss or damage within the UK for any goods that have been lost or damaged in transit.

If goods have been damaged in transit you must inform us within 30 days of receipt of them, whereupon we will arrange for replacement goods to be dispatched to you. You must return the damaged goods to us (at our expense) within 7 days of the date you informed us that the goods had been damaged in transit.

You must ensure that all returns are securely wrapped and packaged.

To return faulty goods you should download a returns form from <http://www.justfans.co.uk/shipping.php> and return it to us with the faulty goods.

Where you are entitled to replacement of faulty goods, the replacement goods will be dispatched within 30 days from return of the faulty goods by you.

Refunds are made by the same payment method that was used for the original purchase. It may take up to 14 days for credit cards to be refunded.

We will not be liable for any losses incurred due to supply or delivery problems which are out of our control.

## **10 End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **11 Limit on our responsibility to you**

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:

losses that:

- (1) were not foreseeable to you and us when the contract was formed
- (2) that were not caused by any breach on our part
- (3) business losses
- (4) losses to non-consumers

## **12 Disputes**

We will try to resolve any disputes with you quickly and efficiently.

If you are unhappy with:

the goods

our service to you

any other matter

please contact us as soon as possible.

If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

- (1) let you know that we cannot settle the dispute with you, and
- (2) If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this contract Relevant United Kingdom law will apply to this contract

### 13 Data Protection

You acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and that your personal data will be processed by and on our behalf in connection with your order.

### 14. Privacy Policy

#### What data we collect and when.

JustFans collects information in several ways.

We collect this information through secure registration forms, secure online payment forms, clickstream tracking and automatic logging files or by telephone or email conversations.

**First & Last name:** We will require your first and last name so that you can be identified. We gather this information to allow us to process your order.

**Email address:** We store an email address against all orders placed online. This will be used for transactional and confirmation emails that relate to your order or account.

**Your order history:** We will keep a record of your historic placed orders with invoice receipts which you can access under My Account > My Orders.

**Phone numbers:** If you provide us with your mobile number, we may ring you to get additional information, or to update you on the progress of your delivery. This number may also be given to our courier services so that they can contact you in case of delivery difficulties.

**Company name, invoice & postal addresses:** This information is used to ensure goods and services are delivered to the address specified and is necessary to provide our service to you.

If you place an order, we will require your payment card details e.g. credit/debit card number and expiry date but these details are shredded immediately after purchase so cannot be re-called. Any other relevant information supplied by you at the time of ordering by way of the notes section online or email/telephone contact is also stored.

#### Cookies

We do employ cookies. A cookie is an element of data that a web site can send to your browser, which may then store it on your system. Cookies allow us to understand who has seen which pages and products, to determine how frequently particular pages are visited and to determine the most popular areas of our web site. Cookies also allow us to make our web site more user friendly by, for example, allowing us to save your password so that you do not have to re-enter it every time you visit our web site. We use cookies so that we can give you a better experience when you return to our web site. Most web browsers automatically accept cookies. We also use Google analytics cookies to track website performance.

You do not have to accept cookies, and you should read the information that came with your browser software to see how you can set up your browser to notify you when you receive a cookie, this will give you the opportunity to decide whether to accept it. You will also get an option to not accept the Google Analytics cookie the first time you visit the website.

The other session based cookies contain no personal information and are required by the website.

#### What we do with your data.

The information collected by JustFans will be used for internal business processes only. Users who provide information will receive; confirmation by email. Registered users will have the option to receive additional announcements from us about products, services and special deals. Out of respect for the privacy of our users we present the option to not receive these types of communications.

**Here's how we'll use your personal data and why:** To process any orders that you make with Just Fans, by phone or using our website. If we don't collect your personal data during checkout, we won't be able to process your order and comply with our legal obligations.

To respond to your queries, refund requests and complaints. Handling the information you send enables us to respond.

To store address details on your account to enable easy re-ordering.

To provide couriers with enough information to deliver your goods.

To provide payment providers with enough information to process the transaction.

To protect our business and your account from fraud and other illegal activities. This includes using your personal data to maintain, update and safeguard your account.

To process payments and to prevent fraudulent transactions. We do this on the basis of our legitimate business interests. This also helps to protect our customers from fraud. To send you relevant, personalised communications by email in relation to updates, offers, services and products.

To send you communications required by law or which are necessary to inform you about our changes to the

services we provide you. For example, updates to this Privacy Policy, product recall notices, and legally required information relating to your orders. These service messages will not include any promotional content and do not require prior consent when sent by email or text message.

We offer links to other web sites. Please note: When you click on links to other Web sites, we encourage you to read their privacy policies. Their standards may differ from ours.

Our web site offers reviews. Please be advised that information posted in these venues becomes public knowledge.

#### Controlling your data.

JustFans maintains the accuracy of our information by making sure our system is regularly updated. Users may access their own personal information and contact us about inaccuracies they may find, by utilising customer login within our website or email, telephone or fax. Users may delete their information from our database by contacting JustFans.

Improper use of a customer account may result in the account being suspended.

#### How we protect your data.

At JustFans, we take security very seriously, and make shopping online as safe as in any high street retail store. Your browser will go into secure mode as soon as you click to go into the payment page so before you enter any personal or payment details. You can check that you are shopping in a secure environment by looking for either a locked padlock icon, or an image of a key in the grey bar at the bottom of your browser screen. Being in secure mode means that all of your details are encrypted to help keep them secure. Encryption creates billions of code combinations to protect each transaction made on our site, so your card details cannot be viewed by anyone else using the Internet. If you are using one of the more recent browser versions, our site supports 128 bit encryption, therefore keeping your details as safe as possible at all times.

All credit card transactions are processed using secure encryption. Card information is transmitted, stored, and processed securely on a PCI-compliant network. This protects your data while being sent over the internet from being intercepted and misused by third parties.

We are constantly checking our systems for vulnerabilities and keep up to date with all patches and security fixes.

We will retain your personal information for the period necessary to fulfil the purposes outlined in this Privacy Policy. At the end of that retention period, your data will either be deleted completely or anonymised. We do have to keep order records for up to 5 years for HMRC and warranty reasons.

No credit or debit card details are stored once your order has been processed. This is why you can save your favourite delivery address, but you need to enter your card details each time you order.

If you have any further questions about privacy or security **when using our site, please call our Customer Services team on 01263 734666 or use our contact us page.**

#### 15 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract

# **Business to Business Terms and Conditions**

## **Interpretation**

In these Conditions the following definitions apply:

<b>Business Day</b>	means a day other than Saturday, Sunday and public holidays when banks generally are open for non-automated business in London;
<b>Buyer</b>	means the person(s) or firm who purchases Goods from the Seller identified and whose details are set out in the Order;
<b>Conditions</b>	means the terms and conditions set out in this document;
<b>Confidential Information</b>	means any commercial, financial or technical information, information relating to products, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
<b>Contract</b>	means the agreement between the Seller and the Buyer for the sale and purchase of Goods incorporating these Conditions;
<b>Delivery Location</b>	means the address for delivery of the Goods as set out in the Order;
<b>Force Majeure</b>	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract, except any party's failure to pay shall not be an event of Force Majeure in any event;
<b>Goods</b>	means the goods and related accessories, spare parts and documentation set out in the Order and to be supplied by the Seller to the Buyer;
<b>Intellectual Property Rights</b>	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case:  whether registered or not;  including any applications to protect or register such rights;

including all renewals and extensions of such rights or applications;  
whether vested, contingent or future;  
to which the Seller is or may be entitled; and  
in whichever part of the world existing;

**Order** means the Buyer's order for the Goods from the Seller;

**Seller** means Just Fans Limited, Company number 06421582, Registered Office address, Unit 7, Shepheards Close, Aylsham Business Estate, Aylsham, Norfolk, NR11 6SZ;

**Value Added Tax or VAT** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods.

**1. Unless the context otherwise requires:**

1. each gender includes the others;
  2. the singular includes the plural and vice versa;
  3. references to the Contract include these Conditions, the Order and its schedule (if any);
  4. references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- clause headings do not affect their interpretation;
5. general words are not limited by example; and
  6. references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

**2. Application of these terms and conditions**

1. These Conditions apply and form part of the Contract between the Seller and the Buyer. They supersede any previously issued terms and conditions of supply.
2. No terms or conditions endorsed on, delivered with, or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract.
3. No variation of these Conditions or to an Order, or to a quotation from the Seller will be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Seller.
4. Each Order by the Buyer to the Seller will be deemed to be an offer to purchase Goods and subject to these Conditions.
5. The Seller reserves the right at all times to reject any Order, in whole or in part, at its sole discretion.
6. Any quotation by the Seller for the provision of Goods will be deemed to be:

1. an invitation to treat (and shall not be an offer) by the Seller to supply Goods on and subject to these Conditions; and
  2. will be valid for 28 days only from the date of issue.
7. A Contract will be formed upon the earlier to occur of:
1. written acceptance by the Seller of the Buyer's Order; or
  2. the execution of a specific written agreement by both the Seller and the Buyer.

### **3. Price**

1. The price for the Goods will be as set out in the Order or in default of such provision will be calculated in accordance with the Seller's standard scale of charges in force on the date of formation of the Contract.
2. The price:
  1. does not include delivery charges which will be calculated during the checkout process and charged in addition;
  2. does not include Value Added Tax which will be charged in addition at the then applicable rate;
3. The Seller reserves the right to increase the price for any undelivered Goods:
  1. by giving 45 days' written notice to the Buyer, such increase to take effect in respect of any relevant Goods delivered after the expiry of such notice; or
  2. with immediate effect by written notice to the Buyer, where such increase arises as a consequence of any increase in the direct cost to the Seller of supplying the relevant Goods which is due to any factor beyond the control of the Seller.
4. If the Buyer does not agree with any increase in the price notified in accordance with clause Error: Reference source not found then the Buyer may terminate the Contract in respect of any undelivered Goods by giving the Seller 30 days notice, such notice to expire no earlier than the date on which the price increase was due to take effect, provided always that the Buyer shall accept delivery of (and shall, where applicable pay the increased price for) any Goods referred to in clause Error: Reference source not found, in respect of which the Seller had (at or prior to the time of receiving such notice) entered into an irrevocable commitment to purchase or subcontract from any third party.

### **4. Payment**

1. The Seller shall issue its invoice for the Goods when the Order is accepted.
2. The Buyer will pay all invoices:
  1. in full, without deduction or set-off other than as required by law, in cleared funds within 30 days of the date of each invoice, and
  2. to the Seller's nominated bank account specified in the Order.
3. Where sums due hereunder are not paid in full by the due date:
  1. the Seller may, without limiting its other rights, charge interest on such sums at 2% a year above the base rate of HSBC from time to time in force, and

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

4. VAT will be charged by the Seller and paid by the Buyer at the then applicable rate.

## **5. Credit limit**

The Seller may set and vary credit limits from time to time and withhold all further supplies if the Buyer exceeds such credit limit.

## **6. Delivery**

1. The Goods will be:

1. delivered by or for the Seller to the Delivery Location on the date(s) specified in the Order; or
2. made available for collection by the Buyer at the Seller's, or carrier's as the case may be, premises set out in the Order. The Buyer will collect the Goods within the period specified in the Order.

2. The Goods will be deemed delivered:

1. if delivered by or for the Seller under clause Error: Reference source not found, on completion of unloading of the Goods at the Delivery Location;
2. if collected by the Buyer under clause Error: Reference source not found, on completion of loading at the Seller's, or carrier's as the case may be, premises.

3. The Goods may be delivered by instalments if provided in the Order. Any delay in delivery or defect in an instalment will not entitle the Buyer to cancel any other instalment.

4. Delivery of the Goods, or part thereof, will be accompanied by a delivery note stating:

1. the date of the Order;
2. the relevant Buyer and Seller details;
3. the product numbers and type and quantity of Goods in the consignment;
4. any special handling and other instructions; and
5. The Seller will use its reasonable endeavours to meet delivery dates but such dates are approximate only, and time of delivery is not of the essence.

5. The Seller will not be liable for any delay in or failure of delivery caused by:

1. the Buyer's failure to: (i) make the Delivery Location available, (ii) prepare the Delivery Location in accordance with the Seller's instructions or (iii) provide the Seller with adequate instructions for delivery;
2. the Buyer's failure to collect the Goods from the Seller's premises; or
3. an event of Force Majeure.

6. If the Buyer fails to accept delivery of or collect the Goods as provided in clause Error: Reference source not found or Error: Reference source not found on the date or within the period set out in the Order:
  1. delivery of the Goods will be deemed to have occurred at 4pm on the third Business Day following such date or the last day of such period; and
  2. the Seller will store and insure the Goods pending delivery, and the Buyer will pay all costs and expenses incurred by the Seller in doing so.
7. If 10 Business Days following the due date for delivery or collection or the last day of the period for delivery or collection of the Goods, the Buyer has not taken delivery of or collected them, the Seller may resell or otherwise dispose of the Goods. The Seller will:
  1. deduct reasonable storage charges and costs of resale; and
  2. account to the Buyer for any excess of the resale price over, or invoice the Buyer for any shortfall of the resale price below, the price paid by the Buyer for the Goods.

## **7. Title and risk**

1. Risk in the Goods will pass to the Buyer on completion of delivery or when the Goods are transferred to the carrier under clause Error: Reference source not found.
2. Title to the Goods will pass to the Buyer once the Seller has received payment in full for the Goods.
3. Until title to the Goods has passed to the Buyer, the Buyer will:
  1. hold the Goods as bailee for the Seller;
  2. store the Goods separately from all other material in the Buyer's possession;
  3. take all reasonable care of the Goods and keep them in reasonable condition;
  4. insure the Goods: (i) with a reputable insurer (ii) from the date of delivery (iii) against all risks (iv) for an amount at least equal to the price (v) noting the Seller's interest on the policy;
  5. ensure that the Goods are clearly identifiable as belonging to the Seller;
  6. not remove or alter any mark on or packaging of the Goods;
  7. inform the Seller as soon as possible if it becomes subject to any of the events set out in clause 15.1; and
  8. provide the Seller such information concerning the Goods as the Seller may request from time to time.
4. If, at any time before title to the Goods has passed to the Buyer, the Buyer informs the Seller, or the Seller reasonably believes, that the Buyer has or is likely to become subject to any of the events specified in clause 15.1, the Seller may:
  1. require the Buyer at the Buyer's expense to re-deliver the Goods to the Seller; and
  2. if the Buyer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

## **8. Warranty**

1. The Seller warrants that, for a period of 12 months from delivery (the Warranty Period), the Goods will:
  1. conform in all material respects to their description;
  2. be free from material defects in design, material and workmanship;
2. The Seller will, at its option, repair, replace or refund the price of defective Goods, provided that and subject to clause Error: Reference source not found:
  1. the Buyer informs the Seller in writing during the Warranty Period and within one Business Day of discovery that some or all of the Goods do not comply with clause Error: Reference source not found;
  2. the Buyer gives the Seller a reasonable opportunity to examine the defective Goods;
  3. the Buyer returns the defective Goods to the Seller at the Buyer's expense.
3. These Conditions will apply to any Goods repaired or replaced under clause Error: Reference source not found.
4. The Seller will not be liable for any failure of the Goods to comply with clause Error: Reference source not found:
  1. where such failure arises by reason of fair wear and tear, wilful damage, negligence, abnormal working conditions, or could be expected to arise in the normal course of use of the Goods;
  2. to the extent caused by the Buyer's failure to comply with the Seller's instructions as to: (i) storage, installation, commissioning, use or maintenance of the Goods, or (ii) good practice in relation to the storage, installation, commissioning, use or maintenance of the Goods;
  3. to the extent caused by the Seller following any design or specification or requirement of the Buyer in relation to the Goods;
  4. where the Buyer repairs or alters any Goods without the Seller's prior written agreement; or
  5. where the Buyer uses any of the Goods after notifying the Seller that it does not comply with clause Error: Reference source not found.
5. Except as set out in this clause Error: Reference source not found:
  1. the Seller gives no warranty in relation to the Goods; and
  2. will be under no liability for their failure to comply with the warranty in clause Error: Reference source not found.

In particular, the conditions implied by ss 13–15 of the Sale of Goods Act 1979 are expressly excluded.

## **9. Obligations of the Buyer**

1. The Buyer will:
  1. place all Orders on these Conditions and ensure that the contents of any Order are complete and accurate;

2. ensure that any Specification which it provides is complete and accurate and contains all information the Seller may require;
3. co-operate fully with the Seller in relation to delivery or collection of the Goods.

## **10. Returns**

1. The Seller is insured against loss or damage within the UK for any Goods that have been lost or damaged in transit.
2. If Goods have been damaged in transit, the Buyer must inform the Seller within 24 hours of receipt, whereupon the Seller will arrange for replacement Goods to be dispatched to the Buyer. The Buyer must return the damaged Goods to the Seller (at the Seller's expense) within 7 days of receipt of them.
3. Goods returned by the Buyer which are under warranty may need to be examined by the manufacturer of the Goods before a replacement can be issued.
4. Goods found to be tampered with or otherwise damaged by the Buyer will not be replaced, but will be returned at the Buyer's expense.
5. The Buyer must ensure that all returns are securely wrapped and packaged.
6. To return faulty Goods the Buyer should download a returns form from [HERE](#) and return it to the Seller with the faulty Goods.
7. Where the Seller agrees to replace or provide alternative Goods, the Goods will be dispatched as promptly as possible, and usually within 5 Business Days. If Goods are out of stock, they will become a priority back order, to be dispatched once stock is available.
8. Refunds are made by the same payment method that was used for the original purchase. It may take up to 14 days for credit cards to be refunded.
9. The Seller will not be liable for any losses incurred due to supply or delivery problems which are out of its control.

## **11. Liability**

1. The Seller does not exclude its liability:
  1. for death or personal injury caused by its negligence; or
  2. for breach of the terms implied by s 12 of the Sale of Goods Act 1979 and by s 2 of the Supply of Goods and Services Act 1982; or
  3. for defective products under the Consumer Protection Act 1987; or
  4. for fraud or fraudulent misrepresentation.
2. The Seller will be liable to the Buyer for direct damage to tangible property in an amount which will not exceed the price paid for the Goods concerned per incident or series of related incidents caused by the failure of any Goods, as supplied by the Seller to the Buyer, to comply with applicable product liability laws or regulations in force at the date of delivery.
3. Neither party will be liable for:
  1. loss of data or use;
  2. any form of indirect, consequential or special loss; or

3. any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect;

and, in each case, however arising.

Other than as set out above, the Seller limits its liability (however arising) in respect of or in connection with the Goods, and otherwise in connection with the Contract, to the total value of the Goods.

## **12. Third party Intellectual Property Rights infringement**

1. The Seller will defend or, at its option, settle any action brought against the Buyer arising from any claim that the use of the Goods by the Buyer in accordance with the Contract infringes any third party Intellectual Property Right, and indemnify the Buyer against all reasonable costs incurred by the Buyer in connection with such claim.
2. The Seller's obligations under clause 12.1 will not apply to Goods modified or used by the Buyer other than in accordance with these Conditions. The Buyer will indemnify the Seller against all reasonable costs and expenses incurred by the Seller in connection with any claim arising from such modification or use.
3. The Seller's obligations under clause 12.1 are conditional on the Buyer:
  1. promptly advising the Seller in writing of any claim or action;
  2. making no admission as to, or settlement or compromise of any claim or action without the Seller's prior written consent;
  3. giving the Seller sole conduct of any defence and any settlement negotiations; and
  4. co-operating fully with the Seller and providing the Seller with all reasonable assistance in the defence or settlement of such claim or action.
4. The Buyer's reasonable costs of compliance with clauses 12.3.3 and 12.3.4 will be paid by the Seller.
5. The provisions of this clause 12 set out the Seller's entire liability and the Buyer's sole right in respect of third party Intellectual Property Rights infringement claims or actions.

## **13. Confidentiality**

Each party shall keep confidential all Confidential Information of the other party and will only use the other's Confidential Information as required to perform the Contract. The provisions of this clause will not apply to:

1. any information which was in the public domain at the date of the Contract;
2. any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
3. any information which is independently developed by the other party without using information supplied by the first party; or
4. any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

5. This clause 13 will remain in force for a period of five years from the date of the Contract.

#### **14. Force Majeure**

1. A party will not be liable if delayed in or prevented from performing its obligations due to an event of Force Majeure, provided that it:
  5. promptly notifies the other of the event of Force Majeure and its expected duration; and
  6. uses reasonable endeavours to minimise the effects of that event.
2. . If, due to an event of Force Majeure, a party:
  1. is or will be unable to perform a material obligation; or
  2. is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days the other party may terminate the Contract on immediate written notice, or the parties may, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

#### **15. Termination**

1. The Contract may be terminated forthwith at any time by the Seller on written notice to the Buyer if:
  7. the Buyer commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or if capable of remedy is not remedied within 15 days of written notice to do so;
  8. the Buyer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due;
  9. the Buyer (a) negotiates with its creditors for rescheduling of its debts, (b) makes a proposal to or compounds with its creditors in respect of its debts, other than solely by way of solvent amalgamation or reconstruction, or (c) makes an application to court for protection from its creditors generally;
  10. the Buyer passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the Buyer, or a winding-up order is made in relation to the Buyer other than solely in relation to a solvent amalgamation or reconstruction;
  11. a receiver or administrative receiver may be or is appointed in relation to the Buyer or any of its assets;
  12. any creditor of the Buyer attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the Buyer's assets, and such attachment or process is not discharged within 14 days;
  13. the Buyer takes or suffers any action similar to any of the above in any jurisdiction;
  14. there is a material change in the management, ownership or control of the Buyer;
  15. the Buyer suspends trading, ceases to carry on business, or threatens to do either;
  16. the Buyer, (being an individual) dies or ceases to be capable of managing his own affairs; or

17. the Buyer is subject to an event of Force Majeure under clause 14.

2. In addition to its rights under clause 15.1 the Seller may terminate the Contract at any time immediately on written notice to the Buyer if the Buyer has failed to pay any amount due under the Contract within 3 Business Days of the due date.

3. On termination of the Contract for any reason:

1. the Buyer will immediately pay all invoices of the Seller then outstanding and not disputed in good faith;
2. the Seller will, within 3 Business Days, invoice the Buyer for all Goods delivered or provided but not yet invoiced and the Buyer will pay such invoice within a further three Business Days (unless the invoice is disputed in good faith);
3. the Buyer will within 10 Business Days return any materials of the Seller then in its possession or control; if it fails to do so, the Seller may enter onto any premises owned by or under the control of the Buyer and take possession of them;
4. the accrued rights and liabilities of the parties will not be affected; and
5. any clauses which expressly or by implication are to survive termination will do so.

## **16. General**

### **1. Time**

Unless stated otherwise, time is not of the essence of any date or period specified in these Conditions, the Order or otherwise in the Contract.

### **2. No set-off**

All payments by the Buyer will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless the Buyer is compelled by law to deduct or withhold any such amounts, in which case it will pay to the Seller such additional amount as will ensure that the Seller is paid the full amount it would have received but for such deduction or withholding.

### **3. Relationship**

The parties are independent businesses and not principal and agent, partners, or employer and employee.

### **4. Severability**

If any part of the Contract is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Contract and the remaining provisions of the Contract will otherwise remain in full force.

### **5. Notices**

Notices under the Contract will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:

1. by first-class post: two Business Days after posting;
2. by airmail: seven Business Day after posting;
3. by hand: on delivery;
4. by facsimile: on receipt of a successful transmission report from the correct number; and
5. by e-mail: on receipt of a delivery or read receipt mail from the correct address.

## **6. Waiver**

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

## **7. Rights of Third Parties**

The Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **8. Priority**

In the event of conflict, the terms of these Conditions prevail over those of the Order, including its schedule (if any).

## **9. Entire Agreement**

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

## **10. Succession**

The Contract will bind and benefit each party's successors and personal representatives.

## **11. Governing Law & Jurisdiction**

1. The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).