

## **General**

1. Unless otherwise expressly agreed in writing by a director of the Company, the Conditions are the only terms on which the Company accepts any Order(s) or requests for the supply of products to the Customer, and cannot be varied by any other person acting or purporting to act as an employee or agent of the Company.
2. All Sales of Products by the Company are subject to the Conditions, and apply to all Orders, whether or not the Conditions were specifically referred to at the time of ordering, to the exclusion of all other terms and conditions, including, without limitation, any contained in an acceptance of a quotation, a form of order or any other document issued by the Customer.
3. In case of any conflict between the Conditions and any terms and conditions contained on any documents accompanying the purchased Product(s), the Conditions shall prevail.
4. No waiver or amendment to the Conditions shall be binding on the Company unless made in writing expressly stating that it is such a waiver or amendment, and agreed and signed as such by a director of the Company.
5. The Company and the Customer acknowledge that Conditions have been given due consideration and that they are considered fair and reasonable by all parties.
6. By placing an Order, you warrant that you are legally capable of entering into binding contracts and are at least 18 years of age.
7. In purchasing any Product(s) you are declaring that you have carefully read, understand, and agree to be bound by the Conditions.

## **The Contract**

1. No contract exists between you and the Company for the sale of any goods until we have received and accepted your Order and the Company has received payment in full (in cleared funds). Once the Company does so, there is a binding legal contract between you and us (the "Contract").
2. By way of clarification, an acknowledgement of your Order will be sent to you via e-mail when you place your Order, but acceptance of your offer to buy the goods will not take place until after your payment is taken and the Company has received cleared funds in full. It is at this point that the Contract is created and any Contract is subject to the Conditions.
3. Each Order for goods will be treated as an offer by you to purchase the goods subject to the Conditions.

## **Price and Payment**

1. The price of any Products sold via the website will be as quoted on the website from time to time, except in cases of obvious error
2. Prices are liable to change at any time, but changes will not affect Orders in respect of which we have already sent you an acknowledgement of your Order.
3. While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.
4. We are under no obligation to provide the Product(s) to you at an incorrect price, even after we have sent you an acknowledgement of your Order, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

## **Purchase and Delivery of Products**

1. The description of the Goods has been given by way of identification only and the use of such description shall not constitute a sale by description.
2. Acceptable methods of payment on all Orders will be as depicted on the Sales Order page on the Company website
3. For Credit/Debit card users, the goods you Order will be delivered to the address you give when you place your Order, which may or may not be the registered cardholders address as known by the card issuing bank.
4. Every effort will be made to deliver the goods as soon as possible after your Order has been accepted. However, the Company will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Company will inform you as soon as possible.
5. Any packages returned to us via our courier and marked as "DAMAGED", we will dispatch a new package immediately at no extra cost to you.
6. If the goods supplied to you are damaged or any item missing/incomplete on delivery, you must notify the Company within 7 days of receipt.
7. Whilst every effort shall be made to keep any delivery date, time of delivery shall not be of the essence. The Company shall not be liable for any consequential loss incurred by the Buyer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.
8. Any claim for non-delivery of any Goods must be notified in writing by the Buyer to the Company within 7 days from the date on which the Goods were to be delivered. The Buyer must afford the Company reasonable opportunity and facilities to investigate any claims made by the Buyer and if requested in writing by the Company must promptly return any Goods, which are the subject of a claim (together with any packing) securely packed and carriage paid to the Company for examination.
9. Unless otherwise agreed, the Company may deliver by instalments in any sequence, and in such case each instalment shall be treated as a separate Contract and any delay, default or non-delivery in respect of any instalment by the Company shall not entitle the Buyer to cancel the remainder of the Contract in respect of the previously delivered or undelivered Goods.
10. The Company may deliver to the Buyer and the Buyer must accept in satisfaction of the contract a lesser sum than the number of the Goods ordered.
11. Quantities of the Product(s) are subject to availability. In the event of production difficulties or Product shortages, the Company may allocate sales and deliveries at its sole discretion.

## **Risk and Title**

1. The Products will be at your risk from the time of delivery
2. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## **Rights of Cancellation.**

1. Under the Distance Selling Regulations, if you are contracting as a consumer you have the right to cancel the Contract of sale at any time up to the end of 7 working days after you receive the goods.
2. To exercise your right of cancellation, you must give written notice of the intention to cancel to the Company, by either posting to our Returns address or via email, giving all details of the goods ordered, including your address and sales reference number, and the reason for cancellation.

3. Once you have notified us that you are cancelling the Contract, you must return the goods back to the Company and upon receipt of the goods we will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods, minus an amount equal to the cost of the postage and packing.

**Warranty & Faulty Items.**

1. All goods supplied through only authorised and licensed distributors\*\* of the Company are warranted free from defects from the date of supply (unless otherwise stated). This warranty does not affect your statutory rights as a consumer.
2. This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Company, failure to follow the Company's instructions, or any alteration carried out without the Company's approval.
3. If you consider that upon opening of your product(s) that it/they is/are faulty, return the product to us within 5 working days from the date you noticed the fault, and in any case within 14 calendar days from the date of receipt.
4. If a product that was faulty at the time of sale is returned to us, the buyer will be entitled to a replacement product that will be dispatched immediately at no extra cost to the customer.
5. If we do not find the Product to be faulty (in our sole discretion) and it has been opened this replacement policy will not apply. We will not refund or replace any opened returned Products that are not considered faulty.
6. If you have any complaint about the goods supplied to you, you should notify the Company in writing as soon as possible, but in any event within 7 calendar days of the date you discovered or ought to have discovered the cause giving rise for complaint.

**Written Communications.**

1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

**Data Protection.**

1. We will take all and every reasonable precautions to keep the details of your Order and payment secure at all times, but unless the Company is negligent, we will not be liable for unauthorised access to information supplied by you.