

# Trailer4u Terms and Conditions

## Acceptance of the Terms

Before using or planning to use any services within the website operated under the domain name <https://trailer4u.co.uk> (the “**Website**”), owned and maintained by **Trailer4U Limited**, company registered under the laws of England, (the “**Company**”, “**we**”, “**us**”, “**our**”), please read carefully these Terms of Use (the “**Terms**”) – a binding agreement between you and us.

By using any of our services (the scope is defined below), you agree to be bound by these Terms.

**If you do not agree with any part of the Terms, then you should immediately terminate the use of the services.**

## Description of the Service

Trailer4u provides you with the access to our platform, contents, functionality and other goods or services, including access to information materials, “Contact Us’ ’, Trailer4u Paid Products etc. (hereinafter together defined as the “**Services**”).

**These Terms apply to any updates, enhancements, new features, and/or the addition of any new Services.**

## Privacy

See Privacy Policy, related to the processing of your personal data within the Services.

## **1. INFORMATION ABOUT US AND HOW TO CONTACT US**

Who we are.

We are **Trailer4U Limited**, a company registered in 2E Western Road, Wolverton, MK125AF.

Our company registration number is 15659888.

Our registered VAT number is 371437888.

### **1.2 How to contact us.**

You can contact us by telephoning our customer service team at Aberdeen Landline: 01224 600 300, Milton Keynes Landline: 01908 893 246 , by writing to us at [contactus@trailer4u.co.uk](mailto:contactus@trailer4u.co.uk) or by sending us a text message or Whatsapp to [07774 497 135](tel:07774497135)

### **1.3 How we may contact you**

If we have to contact you we will do so by telephone, Whatsapp or by writing to you at the email address or postal address you provided to us in your order.

### **1.4 "Writing" includes emails.**

When we use the words "writing" or "written" in these terms, this includes emails.

## **Business Terms**

If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## **Consumer Terms**

You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

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## **2. OUR CONTRACT WITH YOU**

**2.1. How we will accept your order.** Our acceptance of your Order will take place when we contact you and send you our Order Confirmation in writing, at which point a contract will come into existence between you and us (“Commencement Date”).

2.2 No Contract for the provision of Services shall come into existence until your Order is accepted by the earliest of :

- a) our written acceptance;**
- b) us commencing the supply of the Services; or**
- c) us sending you an invoice.**

2.3 Any samples, drawings, descriptive matter or advertising issued by us and any descriptions of the Products or illustrations or descriptions of the Services contained in the our Website or any of our catalogues or brochures are issued and published for the sole purpose of giving an approximate idea of the Services and/or Products described in them.

They shall not form part of the Contract or have any contractual force.

2.4 These Terms apply to the Contract to the exclusion of any other terms that you may seek to impose.

2.5 No variation of the Contract shall be valid unless it is in writing and signed by both parties.

2.6 All of these Terms shall apply to the supply of both Products and Services except where application to one or the other is specified.

**2.7 The Terms are deemed to be incorporated into and to form part of any Contract between us and all orders accepted by us are subject thereto.** In the event of your official Order Confirmation or other documents containing special conditions, it is a term and condition of any Contract between you and us as a company that such conditions are binding only insofar as they are not at variance with the Contract incorporating these Terms.

## **2.8 Payment.**

Once you have received an Order Confirmation from us, work shall commence in preparing the Product(s), subject to any circumstances detailed in clause 5. A full invoice for the Order shall be raised by us at the point where the Products are ready for Delivery to the Delivery Location, and we have contacted you to inform you of this. Full payment is to be made prior to the Products being delivered.

## **2.9 If we cannot accept your order.**

If we are unable to accept your Order, we will inform you of this in writing and will not charge you for the Product. This might be because the Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Product or because we are unable to meet a delivery deadline you have specified.

## **2.10 Your order number.**

We will assign a serial number to your Order and tell you what it is when we accept your Order. A serial number is only relevant to a Product which has been built entirely by us. Your serial number will be stated on your Order Confirmation, invoice, Certificate of Conformity and on the “data plate” of the Product if we have manufactured the Product for you.

## **2.11 We only sell to the UK**

Our Website is solely for the promotion of our Products in the UK. Unfortunately, we do not accept Orders from or deliver to addresses outside the UK.

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## **3. OUR PRODUCTS**

### **3.1 Products may vary slightly from their pictures.**

The images of the Products on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the Product accurately reflects for example, the colour of the Products. Your Product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our Products are handmade, all sizes, weights, components, materials, capacities, dimensions and measurements indicated on our Website, we reserve the right to provide our Products to you within a reasonable tolerance.

**3.2 Sizes, measurements and descriptions of our Products** are provided as guidance, and we cannot guarantee exact consistency of size, material, proportion, colour or shade. We cannot accept liability for any such reasonable variations.

### **3.3 Making sure your measurements are accurate.**

If we are making the Product to measurements you have given us you are responsible for ensuring that these measurements are correct.

**3.4 Products which are bespoke to your specifications.** If you have placed an Order with us which is wholly to your Bespoke Modifications, any similar illustrations on our Website do not relate to your Order. By placing an Order with us for such Products or Services, you accept that the Products supplied may vary from the agreed specifications. These variations include, but are not limited to, variation in colour, catches, handles, door locks, material, sizes, weights, attachments, position and size.

### **3.5 It is your responsibility to check your drivers licence on what you can tow and your towing vehicle's capacity.**

You must ensure that all loads inside the Product are correctly balanced and secured within the payload of that particular Product. You must always ensure that the Product is correctly attached to the towing vehicle and well balanced for

towing. This includes you checking the fitness for purpose, the tow ball height and the electrics of the towing vehicle.

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## **4. YOUR RIGHTS TO MAKE CHANGES**

### **4.1 If you wish to make a change to the Product you have ordered please contact us.**

We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

**4.2 Excluding Orders for Products which include Bespoke Modifications**, all efforts must be made to inform us of a change within 14 days of the Order being placed, and not 14 days from the Order Confirmation. Please bear in mind that availability and or cost of particular materials and other elements of the Products vary on a 2-4 day basis, and that any Significant Change to an Order may affect the total cost of the Product or indeed affect the estimated Delivery. We shall not be liable to any delay in Delivery of the Product if it is as a result of a Significant Change to your Order.

4.3. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract. As some of our Products are or can include Bespoke Modifications and made to the measurements provided by you (see clause 8 Your rights to end the contract) we may deduct reasonable costs of compensation for net costs incurred from the monies you have paid to us on placing the Order for any Products which are deemed unsaleable due a Significant Change made.

**4.4. Any additional parts to a Product which has been ordered, are non-refundable unless defective at which point clause 10 shall apply.**

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## **5. OUR RIGHTS TO MAKE CHANGES.**

**5.1 Minor changes to the Products.** We may change the Product:

- 5.1.1 to reflect changes in relevant laws and regulatory requirements; and
- 5.1.2 to implement minor technical adjustments and improvements, for example to address a safety threat. These changes will not affect your use of the Product.

**5.2 More significant changes to the Products and these terms.**

In addition, as we informed you in the description of the Product on our Website, we may make changes to these terms or the Product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Products paid for but not received.

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## **6. PROVIDING THE PRODUCTS**

**6.1 Delivery costs.**

If you have purchased your Product from us, then we can at your written request deliver the Product to a different address (“Delivery Location”) and we will provide you with details of our delivery charges before you decide whether you would like to pay for us to deliver the Product to you. Delivery charges vary for each Delivery Location.

6.2 You will be charged a Storage Costs of £10.00 per day (including VAT) for Products not delivered or collected within 14 days of us having told you that they are ready for collection/Delivery. This daily Storage Cost will be charged from day 15 after we have informed you that the Product is ready for collection/Delivery until the Product has been collected, delivered or until we have brought the

contract to an end under clause 15. Any Storage Costs will be charged in addition to the price of the Product and any charge for delivery.

**6.3 When we will provide the products.** During the order process we will let you know when we imagine we will provide the Products to you. We shall use all our reasonable endeavours to provide you with an estimated Delivery date, however we cannot guarantee this.

**6.3.1 If the products are goods.** If the products are goods we will inform you by e-mail or telephone once your Product is ready for collection by you from our Premises or one of our Dealers (or Delivery by us if you have decided to pay for that service). All Products must be either collected or delivered within 14 days of us informing you that they are ready for collection/Delivery. All Products must be paid for in full before collection by a third party or Delivery and must be paid for on collection when collected by you in accordance with clause 3.8.

6.3.2 If the products are one-off Services such as any Warranty Work carried out on the Product, we will begin the Services on the date agreed with you prior to sending you an Order Confirmation. The estimated completion date for the services is as told to you on the Order Confirmation.

#### **6.4 Risk in the Products shall pass to you on Delivery.**

6.5 Title to the Products shall not pass to you until we receive payment in full (in cash or cleared funds) for the Products or Services and all other sums that are or that become due from you.

**6.6 We are not responsible for delays outside our control.** If our supply of the Products is delayed by an Force Majeure Event, an Emergency Event or any other event outside of our control, including but not limited to supplier issues, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused, but if there is a risk of substantial delay, namely more than 6 months from estimated Delivery, you may contact us in accordance with clause 9.

**6.7 Collection by you.** If you have asked to collect the Products from our Premises, you can collect them from us at any time during our working hours on Business Days. You must call us at least two Business Days in advance to arrange collection and make sure that we will be at the Premises when you intend to collect



the Product. Please remember all Products must be paid for in full before collection by a third party or delivery and must be paid for on collection when collected by you.

6.8 If you engage with a third party /delivery services in order to collect or have your Products delivered to a Delivery Location, then Delivery shall be completed when the third party courier service takes control of the Products from our Premises, or the premises of any of our Dealers.

**6.9 Time Slots for Delivery are approximate and you must be present when the Product is delivered.** Due to staffing, weather and traffic conditions time slots for Delivery are 7 approximate only. We require you to be present when we arrive to deliver the Product so you can confirm its receipt and indicate to us where it is to be parked at your risk. In any event delivery time is not of the essence.

**6.10 If you are not present when the product is delivered.** If no one is available at the Delivery Location to take Delivery and we do not consider it practicable or safe to leave the Product unattended whilst you are absent, we will leave you a note informing you of how to rearrange Delivery. This will be subject to additional costs.

**6.11 If you do not re-arrange delivery.** If you do not collect the Product after a failed delivery to you and you do not rearrange delivery, we will contact you for further instructions and may charge you for Storage Costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re- arrange delivery or collection, we reserve the right to serve notice to you to allow us to deliver the Product, and if this is not carried out within 6 months, we shall dispose of your goods and pass any additional costs of doing so to you.

6.12 If you fail to collect the Product after we have provided Services. If you fail to collect the Product from our Premises after we have carried out our Services including Warranty Work, and we have told you that the Product is ready for collection, we will charge you Storage Charges. If, despite our reasonable efforts, we are unable to contact you or you fail to collect the Product, we reserve the right to serve notice to you to collect the Product, and if this is not carried out within 6 months, we shall dispose of your Product.

**6.13 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Products to you. If so, this will have been stated in the description of the Products on our Website

or in an e-mail from us before we have sent you our Order Confirmation in writing. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

6.14 We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. If information has been requested by us on the location for parts but no instructions have been given by you, we will either supply the parts loose or place the parts in such a location as we see fit.

6.15 Replacements Documents On collection/Delivery of the Products you will be provided with the After Care Sheet for the Product. We recommend that you read and consider the After Care Sheet carefully and take a copy of our invoice for future use and in case you lose the original document. If we agree to provide replacement documents then we will only do so to you and subject to the following administration charges which are inclusive of VAT: Replacement invoices £10.00, replacement Certificates of Conformity £20.00.

6.16 All replacement documents shall be provided in electronic form only, and no hardcopy replacements shall be provided by us.

6.17 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a Product to:

- 6.17.1 deal with technical problems or make minor technical changes;

- 6.17.2 make changes to components of the Product due to material or supplier issues, including part shortages;

- 6.17.3 update the Product to reflect changes in relevant laws and regulatory requirements; 8

- 6.17.4 make changes to the Product as requested by you or notified by us to you (see clause 6).

6.18 Your rights if we suspend the supply of Products. We will contact you in advance to tell you we will be suspending supply of the Product unless the problem is urgent or an emergency. If we have to suspend the Product for longer than 6

months from the estimated Delivery, we will adjust the price so that you do not pay for Products while they are suspended. You may contact us to end the contract for a Product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 6 months from the estimated Delivery and we will refund any sums you have paid in advance for the Product in respect of the period after you end the contract.

6.19 We may also suspend supply of the Products if you do not pay. If you do not pay us for the Products when you are supposed to (see clause 13.5) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the Products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Products. We will not suspend the Products where you dispute the unpaid invoice (see clause 13.8). We will not charge you for the Products during the period for which they are suspended. As well as suspending the Products we can also charge you interest on your overdue payments (see clause 13.7).

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## **7. YOUR RIGHTS TO END THE CONTRACT**

### **7.1 You can always end your contract with us.**

Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- 7.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the Product repaired or replaced or to get some or all of your money back), see clause 10.3 if you are a consumer and clause 11 if you are a business;
- 7.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause
- 7.1.3 If you are a consumer and have just changed your mind about the product, see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.

**7.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 7.2.1 to 7.2.5 below the contract will end immediately and we will refund you in full for any Products which have not been provided.

The reasons are:

- 7.2.1 we have told you about an upcoming change (excluding any changes in accordance with clause 5.1, 6.17.3 or 6.17.4) to the Product or these terms which you do not agree to (see clause 5.2);
- we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;
- there is a risk that supply of the Products may be significantly delayed because of events outside our control in accordance with clause 18.1;
- we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 6 months; or
- 7.2.5 you have a legal right to end the contract because of something we have done wrong.

### **7.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).**

If you are a consumer then for most Products purchased you have a legal right to change your mind within 14 days from the Order Confirmation and receive a refund. These rights are covered under the Consumer Contracts Regulations 2013.

7.4 When consumers do not have a right to change their minds. Any of our Products which have had Significant Changes done to them and made to your specification and or are personalised you do not have an automatic right to change your mind and cancel your Order (Regulation 28 Consumer Contracts Regulations 2013).

7.5 How long do consumers have to change their minds? If you are a consumer, how long you have to change your mind depends on what you have ordered and how it is delivered.

#### **7.5.1 Have you purchased Services (for example, Warranty Work)?**

If so, you have 14 days after the day we send to you the Order Confirmation to confirm we accept your Order. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

**7.5.2 Have you purchased Products?**, if so you have 14 days after the day you (or someone you nominate) receive Delivery of the Product.

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## **8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)**

Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

### **8.1. Phone or email.**

Send us an instant message via Whatsapp © on [07774 497 135](https://www.whatsapp.com/business/contact?phone=07774497135) or email us at [contactus@trailer4u.co.uk](mailto:contactus@trailer4u.co.uk).

Please provide your name, home address, details of the order and, where available, your phone number and email address.

### **8.2 Returning Products after ending the contract.**

If you end the contract for any reason after Products have been delivered to you or you have received them, you must return them to us. Send us an instant message via Whatsapp © on [07774 497 135](https://www.whatsapp.com/business/contact?phone=07774497135) or email us at [contactus@trailer4u.co.uk](mailto:contactus@trailer4u.co.uk)

### **8.3 When we will pay the costs of return. We will pay the costs of return:**

8.3.1 if the Products are faulty or misdescribed; or

8.3.2 if you are ending the contract because we have told you of an upcoming change to the Product or these terms, an error in pricing or description, a delay in Delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return if applicable.

### **8.4 What we charge for collection.**

If you are responsible for the costs of return and we are collecting the Product from you, we will charge you the direct cost to us of collection.

### **8.5 How will we refund you?**

If you are entitled to a refund under these terms we will refund you the price you paid for the Products including delivery costs, by the method you used for payment.

### **8.6. When we may make a deduction from refunds if you are a consumer exercising your right to change your mind.**

If you are exercising your right to change your mind:

8.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Product, if this has been caused by your handling them in a way which would not be permitted by the After Care Sheet. If we refund you the price paid before we are able to inspect the Product and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

8.6.2 The maximum refund for delivery costs will be the costs of Delivery by the least expensive delivery method we offer. For example, if we offer Delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option. If you are collecting the Product then no charge shall apply.

8.6.3 Where you have ordered a Service, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

8.7.1 If the Products have not been offered by us to collect them, your refund will be made within 7 days from the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us.

**8.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.**

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## **9. OUR RIGHTS TO END THE CONTRACT**

**9.1. We may end the contract if you break it. We may end the contract for a Product at any time by writing to you if:**

- 9.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- 9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Product;
- 9.1.3 You do not, within a reasonable time, allow us to Deliver the Products to you or collect them from us.

**9.2. You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**9.3 We may withdraw the Product.** We may write to you to let you know that we are going to stop providing the Product and will refund any sums you have paid for Products which will not be provided.

**9.4 Refund and Cancellation.** We reserve the right to cancel an Order at any time with a full refund of any money paid by you.

## **10. IF THERE IS A PROBLEM WITH THE PRODUCT**

### **10.1 Customer service is important to us.**

Unless otherwise agreed in writing, and always subject to the availability of parts required for any repairs, we will start carrying out those repairs or Warranty Works within 5 working days of being notified. At a time of high demand it is possible that we will not be able to start work on your Product within that period of time. We reserve the right to sub- contract or recommend another Supplier on those occasions when we are unable to provide Warranty Work or repair works within a timescale we consider reasonable.

**10.2 How to tell us about problems.** If you have any questions or complaints about the Product, please contact us. Send us an instant message via Whatsapp © on [07774 497 135](tel:07774497135) or email us at [contactus@trailer4u.co.uk](mailto:contactus@trailer4u.co.uk)

**10.3 Summary of your legal rights.** We are under a legal duty to supply Products that are in conformity with these terms. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. Subject to certain exceptions, all Products will have to be as described, fit for purpose and of satisfactory quality.

### **10.4 Your obligation to return rejected Products.**

If you wish to exercise your legal rights to reject Products you must return them in person to us. Send us an instant message via Whatsapp © on [07774 497 135](tel:07774497135) or email us at [contactus@trailer4u.co.uk](mailto:contactus@trailer4u.co.uk)

**10.5 Warranty.** Our Products come with a 12 month return to base warranty (“Warranty”) from the date of purchase from us. If you purchase a Product from



one of our Dealers, the Warranty shall be up to 18 months and begin from the date of your purchase from that Dealer (collectively the “Warranty Period”).

10.6 Our Product Warranty only applies to new Products, and shall not apply to any demonstration Products, prototype models, hire fleet Products or any second hand Products purchased outside of the Warranty Period.

10.7 At our discretion we will repair or replace Products found to have defective materials or workmanship at no charge. Please note that damage due to overloading, defects which arise as a result of your drawing or design, use for a purpose other than that for which the Product is designed, misuse in accordance with the After Care Sheet, fair wear and tear, third party damage, modification in any way, incorrectly balanced loads and lack of general maintenance will invalidate the Warranty. Tyres are excluded from our Warranty, as are any components of the Product which are covered by a warranty from their manufacturer. The Warranty is provided to you only and is not transferable.

## **11. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS**

**11.1** If you are a business customer we warrant that on delivery, and for the duration of the Warranty Period, any Products which are goods shall:

- 11.1.1 conform with their description and any relevant specification;
- 11.1.2 be free from material defects in design, material and workmanship;
- 11.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 11.1.4 be fit for any purpose held out by us.

11.2 Subject to clause 11.3, if:

you give us notice in writing during the Warranty Period within a reasonable time of discovery that a Product does not comply with the Warranty set out in clause 12.1; 12.2.2 we are given a reasonable opportunity of examining such Product; and 12.2.3 you return such Product to us if possible at our cost, (if this is not possible we shall collect the Product from you at no additional charge) we shall, at our option, repair or replace the defective Product, or refund the price of the defective Product in full.

12.3 We will not be liable for a Product's failure to comply with the Warranty in clause 12.1 if: 12.3.1 you make any further use of such Product after giving a notice in accordance with clause 12.2.1; 12.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice, including information provided in the After Care Sheet; 12.3.3 the defect arises as a result of us following any drawing, design or specification supplied by the one of your customer's; 12.3.4 you alter or repair the Product without our written consent; or 12.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions. 12.4 You or any Dealer shall, prior to sale to an end customer: 12.4.1 store the Products in suitable conditions and protected from any adverse effects of exposure to the weather conditions; 12.4.2 not use the Products nor permit others to use the Products in any way or fashion which would result in any damage to the Products or cause any wear and tear to the Products, including for the avoidance of doubt the hiring or letting of the Products or personal use of the Products for transporting loads, or any uses or actions/omissions not in line with the After Care Sheet. 12.5 Except as provided in this clause 12, we shall have no liability to you in respect of a Product's failure to comply with the Warranty set out in clause 12.1. 12.6 These terms shall apply to any repaired or replacement Products supplied by us under clause 12.2.

## **12. PRICE AND PAYMENT**

**12.1 Where to find the price for the product.** The price of the Product (which includes VAT) will be the price agreed when you placed your Order. Quotations are only valid for a period of 14 days unless otherwise agreed or informed otherwise in writing by us in accordance with clause 6 and/or clause 19. We take all reasonable care to ensure that the price of the Product advised to you is correct. However please see clause 12.4 for what happens if we discover an error in the price of the Product you Order. We will not deal with any potential claims for refund of VAT and it is your responsibility to make any claims for refund of VAT to which you may be entitled.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

12.3 VAT is applicable on all Products and Services, including if a purchase has been made from the Channel Islands.

**12.4 What happens if we get the price wrong?** It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your Order so that, where the Product's correct price at your Order date is less than our stated price at your Order date, we will charge the lower amount. If the Product's correct price at your Order date is higher than the price stated to you, we will contact you for your instructions before we accept your Order.

If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any Products provided to you.

12.5 When you must pay and how you must pay. We accept payment via cash or BACS only. When you must pay depends on what Product you are buying: 13.5.1 For Products, you must pay for the Products before we allow collection by you, or we Delivery the Product to you.

12.5.2 For Services, if you are a Consumer, we reserve the right to demand payment of 50% of the price of the Services before we start providing them. We will invoice you for the balance of the price when we have completed them. You must pay each invoice prior to collecting your Product after the Services have been completed. If you are a Business customer, we shall issue you with an invoice at completion of the Services, or (as the case may be) when the Product is ready for collection/Delivery. Payment of our invoice shall be in accordance with clause 3.8.

12.6 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12.7 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.

12.8 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

### **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable, including but not limited to any direct or indirect consequential loss and loss of profit. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products including the right to receive Products which are as described and match information we provided to you, of satisfactory quality, fit for any particular purpose made known to us, supplied with reasonable skill and care and for defective Products under the Consumer Protection Act 1987.

13.3 We are not liable for business losses. If you are a consumer we only supply the Products to you for domestic and private use. If you use the Products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause

## **14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

14.1 Nothing in these terms shall limit or exclude our liability for: 15.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

14.1.2 fraud or fraudulent misrepresentation;

14.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or 15.1.4 defective products under the Consumer Protection Act 1987; or 15.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

14.2 Except to the extent expressly stated in clause 12.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

14.3 You as a business customer shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the Product. This clause

### **14.3 shall survive termination of the Contract.**

14.4 We reserve the right to amend the Products if required by any applicable statutory or regulatory requirement, and we shall notify you in any such event.

14.5 Subject to clause 14.1: 14.5.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any direct or indirect consequential loss arising under or in connection with any contract between us; and 14.5.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £2.5 million.

## **15. HOW WE MAY USE YOUR PERSONAL INFORMATION**

How we will use your personal information. We will only use your personal information to supply the Product to you, to process payment for the Product, to respond to your enquiries about a Product and our guarantee and when we comply with all our statutory and regulatory obligations.

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## **16. DATA PROTECTION**

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 17, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

## **17. FORCE MAJEURE**

17.1 Neither party shall be in breach of the Contract or these Terms nor liable for delay in performing, or failure to perform, any of its obligations under the Contract or these Terms if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been

delayed or failed to be performed and the party not affected may terminate the Contract by giving 30 days' written notice to the affected party

17.2 Emergency Events. An Emergency Event shall be any of the following: 17.2.1 Either us, one of our Dealers, our Suppliers, or you as our customer has received a positive diagnosis and / or test of an illness or disease, whether bacterial, infectious, or viral, which includes such illnesses and diseases caused (whether it be directly or indirectly by an epidemic or pandemic and has been ordered to self-isolate as a matter of urgency; or

17.2.2 If any of the above parties have been in contact with someone who has received such diagnosis / or positive test referred to in clause 17.2.1 and has been ordered to self-isolate for 10 or more days.

## **18. FORCE MAJEURE STATEMENT**

In addition to, and in conjunction with our Terms and Conditions, if in any jurisdiction, the imposition of, or a change to, a duty, tax or levy imposed on imports or exports of the Products of materials required for the Products, for any reason caused by a Force Majeure Event, Emergency Event or any other unforeseen circumstance out of our control, (“Increases”), then:

18.1.1 We shall bear the costs incurred by the us in performing our obligations under this statement and under these Terms up to a maximum 2% of the Increases since the price for the Products were last agreed;

18.1.2 If the Increases exceed 2%, then you shall bear the cost of the additional Increases;

18.1.3 We shall not be liable to contribute to any Increases incurred by you in performing its obligations under this statement or under these Terms;

18.1.4 If the price of the Products agreed is at least 10% lower than the market value for similar goods, then we reserve our right to amend the price of the Products to reflect the market value in accordance with this statement and these Terms.

Any changes imposed as stated above, shall not terminate or alter (or give any party a right to terminate or alter) a party's obligations created by this statement, these Terms, or invalidate any of its content or discharge or excuse performance under them. If there is an inconsistency between the provisions of this statement and any other provision of these Terms, then the provisions of this statement shall prevail.

## **19. OTHER IMPORTANT TERMS**

19.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

**19.2 Notices.** Unless specifically expressed to be in writing, any notice or other communication given under the Contract may be given in writing, e-mail or communicated verbally. Notices in writing shall be posted, e-mailed or faxed to the place of business or residence of the person to whom it is addressed and shall be deemed to have been received, in the case of fax or e-mail transmission on the day of transmission and in case of notice given by post, within two days of posting.

**19.3 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

19.4 Waiver. No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

19.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

19.6 We reserve our right to amend these Terms. These Terms are subject to variation from time to time by us. We shall inform you in writing if these Terms have been changed and provide you with an updated copy.



19.7 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.<sup>4</sup>

19.8 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

19.9 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.

**19.10 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.

**19.11 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## **SCHEDULE 1**

### **MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS**

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

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