

## **Elcocks Ltd., Terms and Conditions**

### **Elcocks Ltd.,**

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the goods (Goods) listed on our website <http://www.elcocks.co.uk> (our site) to you. Please read these terms and conditions carefully before ordering any Goods from our site. You should understand that by ordering any of our Goods, you agree to be bound by these terms and conditions (and our standard terms and conditions of sale – please see clause 18.3). You should print a copy of these terms and conditions for future reference.

#### **1. Information about us**

- 1.1 <http://www.elcocks.co.uk> is a site operated by Elcocks Ltd., we are registered in England and Wales under company number 01294435 and with our registered office at Elcock House, Hospital Fields Road, York, YO10 4FT. Our head office is the above address. Our V.A.T. number 182888022.

#### **2. Service availability**

- 2.1 Our site is only intended for use by customers in mainland U.K. we **do not** accept orders from customers outside U.K. mainland.

#### **3. Your Status**

- 3.1 By placing an order through our site, you warrant that:
- You are legally capable of entering into binding contracts; and
  - You are at least 18 years old
  - You are a resident in Mainland U.K.; and
  - You are accessing our site from Mainland U.K.

#### **4. How the contract is formed between you and us**

- 4.1 After placing an order you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean your order has been accepted. Your order constitutes an offer to us to buy the Goods. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Goods have been dispatched (the Dispatch Confirmation). The contract between us (Contract) will only be formed when we send you the Dispatch Confirmation.
- 4.2 The contract will relate only to those goods whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other goods which may have been part of your order until the dispatch of such Goods has been confirmed in a separate Dispatch Confirmation.

#### **5. Availability Delivery.**

- 5.1 Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

#### **6. Risk and Title**

- 6.1 The Goods will be at your risk from the time of delivery.
- 6.2 Ownership of the goods will only pass to you when we receive full payment of all sums due in respect of the Goods including delivery charges.

#### **7. Price and Payment**

- 7.1 The price of any Goods will be as quoted on our site from time to time, except in cases of obvious error.
- 7.2 These prices including V.A.T. (unless indicated otherwise) and delivery costs, which will be added to the total amount due as set out in the confirmation of order before you place your order.

- 7.3 Prices are liable to change at any time, however changes will not affect orders in respect of orders we have already sent you a Dispatch Confirmation.
- 7.4 Our site contains a large number of Goods and it is always possible that, despite our best efforts, some of the Goods listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a product's correct price is less than our stated price, we will charge the lower amount when dispatching the Goods to you. If a product's correct price is higher than the price stated on the site, we will normally, at our discretion, either contact you for instructions before dispatching the Goods, or reject your order and notify you of such rejection.
- 7.5 We are under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 7.6 Payment for all Goods must be by credit or debit card. We accept payment with most generally accepted credit and debit cards. We will not charge your credit or debit card until we despatch your order. Notwithstanding the aforementioned we sometimes offer credit accounts to some customers if we deem it appropriate. Payment in respect of such credit accounts (if granted to the customer) shall be made in full by the end of the month of which the order is placed or 30 business days from the date of order, whichever is the sooner.

## **8. Quality**

- 8.1 We warrant that on delivery, and for a period of 12 months from the date of delivery (warranty period), the goods shall (provided that they are properly used in relation to a function for which they were designed/advertised and that they are not used in an application for which they are not designed or for which they are not appropriate to use or incorporate):
- a. Conform in all material respects with their description;
  - b. Be free from material defects in design, material and workmanship; and
  - c. Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
  - d. Be fit for any purpose held out by us (stated in our literature).
- 8.2 Subject to clause 8.3 if:
- a. You give us notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 8.1;
  - b. We are given a reasonable opportunity of examining such Goods; and
  - c. You (if asked to do so by us) return such Goods to our place of business at our expense, we shall, at our option, replace the defective Goods, or refund the invoiced price of the defective Goods in full. Any potential issues with Goods raised by you must be accompanied by returned samples of the Goods, original packaging and box label reference numbers to the Elcocks Ltd Quality Control department.
- 8.3 We shall not be liable for Goods' failure to comply with warranty set out in clause 8.1 in any of the following events:
- a. You make any further use of such Goods after giving notice in accordance with clause 8.2;
  - b. The defect arises because you and/or the end user failed to follow our oral or written instructions as to the storage commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - c. The defect arises as a result of following any drawing or design supplied by you;
  - d. You alter or repair such Goods without written consent;
  - e. The defect arises as a result of fair wear and tear, wilful damage, negligence, misuse, incorrect application or abnormal storage or working terms and conditions; or
  - f. The Goods differ from their description or the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 8.4 Except as provided in this clause 8, we shall have no liability to you in respect of the warranty set out in clause 5.1.
- 8.5 Except as set out in these terms and conditions, all warranties, terms and conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.6 These terms and conditions shall apply to any replacement Goods supplied by us.
- 8.7 Any complaints must be made in writing to our registered office.

## **9 Our Liability**

- 9.1 We warrant to you that any Goods purchased from us through our site is satisfactory quality and reasonably fit for all the purposes for which Goods of the kind are commonly supplied.

9.2 Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the purchase price of the Goods you purchased.

9.3 This does not include or limit in any way our liability:

- a. For death or personal injury caused by our negligence;
- b. Under section 2(3) of the Consumer Protection Act 1987
- c. For fraud or fraudulent misrepresentation; or
- d. For any deliberate breaches of these Terms by us that would entitle you to terminate the contract between us.
- e. For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

9.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us and even if such losses result from a deliberate breach of these terms and conditions by us that would entitle you to terminate the contract between us, including but not limited to:

- a. Loss of income or revenue
- b. Loss of business
- c. Loss of profits or contracts
- d. Loss of anticipated savings
- e. Loss of data
- f. Loss of data; or
- g. waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable; provided that this clause shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 9.1 or clause 9.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (g) inclusive of this clause 9.4.

9.5 If we find it necessary to use solicitors or other professional parties to recover any amounts, costs and/or expenses owing to us, or in dealing with any breaches of these terms and conditions by you, you will, in addition, be required to pay for the costs incurred and shall indemnify us in respect of the same regardless of any court decision as to the liability for costs.

## **10 Written Communications**

10.1 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 email 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.

## **11 Notices**

11.1 All notices given by you to us must be given to Elcocks Ltd., Elcock House, Hospital Fields Road, York YO10 4FT [orders@elcocks.co.uk](mailto:orders@elcocks.co.uk). We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any way ways specified in clause 10. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **12 Transfer of Rights and Obligations**

12.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

12.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

12.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights and obligations arising under it, at any time during the term of the Contract.

## **13 Events Outside our Control.**

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

13.2 A Force Majeure Event includes any event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- a. Strikes, Lock outs or other industrial action
- b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- d. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster.
- e. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- f. Impossibility of the use of public or private telecommunications networks.
- g. The acts, decrees, legislation, regulations or restrictions of any government.

13.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

#### **14 Waiver**

14.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights of remedies and shall not relieve you from compliance with such obligations.

14.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

14.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11.

#### **15 Severability**

15.1 If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining term, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### **16 Entire Agreement**

16.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

16.2 We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

16.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

#### **17 Our Right to Vary These Terms and Conditions.**

17.1 We have the right to revise and amend these terms and conditions from time to time

17.2 You will be subject to the policies and terms and conditions in force at the time that you order any Goods from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation.

17.3 Our standard terms and conditions of sale available online or upon request apply to the Contract to the extent that they do not conflict with these terms and conditions. For the avoidance of doubt in the event of conflict then these terms and conditions shall prevail.

#### **18 Law and Jurisdiction.**

18.1 Contracts for the purchases of Goods through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute

or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.