



BAUMATIC LTD: RETAIL WEBSHOP TERMS & CONDITIONS

1. TERMS & CONDITIONS

- 1.1 Please read these provisions carefully before purchasing products from our website. By accessing or using our website, you agree to be bound by the provisions set out below. If you do not agree to be bound in this way, do not continue to access or use our website. We may modify these provisions at any time. Any such modifications are effective immediately from the time they are included on our website. You agree to review these provisions regularly to ensure you become aware of any modifications to them.

We recommend you print a copy of these terms & conditions for future reference.

2. OUR CONTRACT

- 2.1 We must receive payment of the whole of the price for the products that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in an order form. You will have the opportunity to correct any input errors in your order up until you submit the order. Our acceptance of your order brings into existence a legally binding contract between us.

3. PRICE

- 3.1 The prices payable for products that you order are as set out in our website and are inclusive of VAT.
- 3.2 You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations. Our delivery charges are set out in our website.
- 3.3 The total cost of your order will be the price of the products and cost of delivery. These costs will be set out clearly in your Shopping Basket before you submit the order.

4. PAYMENT

- 4.1 We accept payment by most major credit and debit cards.

5. RIGHT TO CANCEL YOUR CONTRACT

- 5.1 You may cancel your contract with us for the products you order at any time up to the end of the seventh working day from the date you receive the ordered products.

You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

5.2 If you have received the products before you cancel your contract then you must send the products back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the products for delivery you must not unpack the products when you receive them and you must send the products back to us at our contract address at your own cost and risk as soon as possible.

5.3 Once you have notified us that you are cancelling your contract, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the products in question are returned by and received by us in the condition they were in when delivered to you. If you do not return the products delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of delivery and the direct costs of recovering the products from the amount to be re-credited to you.

6. **CANCELLATION BY US**

6.1 We reserve the right to cancel the contract between us if:

- we have insufficient stock to deliver the products you have ordered;
- we do not deliver to your area; or
- one or more of the products you ordered was listed at an incorrect price due to a typographical error.

6.2 If we do cancel your contract we will notify you by email and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

7. **DELIVERY OF PRODUCTS TO YOU**

7.1 We will deliver the products ordered by you to the address you give us for delivery at the time you make the order. Delivery must be to an address on the United Kingdom mainland only.

7.2 Delivery will be made as soon as possible after your order is accepted and in any event within 30 days of your order.

7.3 You will become the owner of the products you have ordered when they have been delivered to you. Once the products have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

7.4 Delivery times are Monday to Friday between the hours of 08.00 and 18.00

8. **LIABILITY**

8.1 If the products we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 10 working days of the delivery of the products in question.

8.2 If you do not receive the products you have ordered within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 40 days of the date on which you ordered the products. If you notify a problem to us under this condition, our only obligation will be, at your option:

- to make good any shortage or non-delivery
- to replace or repair any products that are damaged or defective; or
- to refund to you the amount paid by you for the products in question in whatever way we choose.

8.3 Save as precluded by law, we will not be liable to you for any indirect, special or consequential loss, damage or expenses nor for any loss of revenue profits, loss of anticipated savings, business or goodwill howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the products in question and any other delivery charges you paid us.

8.4 If the product is faulty or develops a fault at any time in the period of 12 months from when you receive it we will repair it free of charge, unless the fault is due to misuse.

8.5 Notwithstanding the foregoing, nothing in these terms & conditions is intended to limit any rights you might have as a consumer or other statutory rights that may not be excluded nor in anyway to exclude or limit our liability to you for any death or personal injury resulting from our negligence. Details of your rights are available from your local Citizens Advice Bureau.

9. **NOTICES**

9.1 Unless otherwise expressly stated in these terms & conditions, all notices from you to us must be in writing and sent to our contact address at Customer Services, Baumatic Buildings, 6 Bennet Road, Reading, Berkshire, RG2 0QX and all notices from us to you will be displayed on our website.

10. **EVENTS BEYOND OUR CONTROL**

10.1 We shall have no liability to you for any failure to deliver products you have ordered or any delay in doing so or for any damage or defect to products delivered that is caused by any event or circumstance beyond our reasonable control including,

without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

11. **INVALIDITY**

11.1 If any part of these terms & conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

12. **DATA PROTECTION AND PRIVACY**

12.1 You acknowledge and agree to be bound by our privacy policy.

13. **THIRD PARTY RIGHTS**

13.1 Except for our affiliates, directors, employees or representatives, a person who is not a party to the agreement between us has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not effect any right or remedy of a third party that exists or is available apart from that Act.

14. **GOVERNING LAW**

14.1 The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

15. **ENTIRE AGREEMENT**

15.1 These terms & conditions, together with our current website prices, delivery details, contact details and privacy policy, set out in the whole of our agreement relating to the supply of the products to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms & conditions or as an authorised representation about the nature or quality of any products offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.