

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

Certain terms and conditions will apply ONLY if you are a CONSUMER and will be marked as such. You are a CONSUMER if:

- You are an individual.
- You are buying goods from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession) and you ordered them by phone/email so your contract with us is a distance contract.

Otherwise, you are a BUSINESS CUSTOMER.

### **1 Price**

1.1 The price quoted excludes VAT (unless otherwise agreed). VAT will be charged at the rate applying at the time of delivery.

1.2 Our quotations lapse after 90 days (unless otherwise agreed).

1.3 The price quoted excludes delivery costs (unless otherwise agreed).

1.4 We will do our best to maintain any quoted prices, but we may increase the quoted price in certain circumstances, including as a result of:

1.4.1 increases in prices of raw materials, import duties, labour costs, fuel, power and similar costs; or

1.4.2 as a result of amendments to the specification for any goods at your request.

### **2 Our contract with you, the goods and delivery**

2.1 Our acceptance of your order takes place either when we email to you to accept it or we tell you verbally that we are able to provide you with the goods, at which point a contract will come into place between us.

2.2 Any brochures, catalogues and other promotional materials, and images of our goods in any brochure, on our website or otherwise, are for illustrative purposes only, and your goods may vary from any images. We may make minor changes to the goods to reflect changes in applicable laws and regulatory requirements, and/or to implement minor technical and other adjustments and improvements (which will not affect your use of the goods).

2.3 All delivery times quoted are estimates only.

2.4 If you accept delivery of goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including any increase in the price of the goods).

2.5 We may deliver the goods in separate consignments. Each such consignment is treated as a separate contract.

### **3 Payment Terms**

3.1 You are to pay us in cleared funds on or before collection or delivery, unless you have an approved credit account.

3.2 If you have an approved credit account, payment is due no later than the end of the month of the date of our relevant invoice plus 30 days unless otherwise agreed in writing.

3.3 If you fail to pay us in full on the due date, we may charge interest at a rate equivalent to that set for the purposes of s6 of the Late Payment of Commercial Debts (Interest) Act 1998. 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 judgment. You must pay us interest together with any overdue amount.

3.4 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.

3.5 We have the right to not accept orders for goods and suspend or withhold delivery of goods if it would result in you exceeding your credit limit or if the credit limit is already exceeded.

3.6 You do not have the right to set off any money you may claim from us against anything you may owe us.

3.7 While you owe money to us, we have a lien on any of your property in our possession.

#### **4 Title**

4.1 We shall retain title and ownership of the goods until we have received payment in full in cash or cleared funds of all sums due and/or owing for all goods supplied to you by us under this contract and any other agreement between ourselves and you.

4.2 Any monies received from you by us shall not relieve you of your liability to pay the price for the goods plus any interest but shall be set off against any such liability.

4.3 You must inform us (in writing) immediately if you become insolvent.

4.4 Despite our retention of title to the goods under clause 4.1, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.

4.5 You are not our agent. You have no authority to make any contract on our behalf or in our name.

#### **5 Risk**

5.1 The goods are at your risk (ie they become your responsibility) from the time of delivery.

5.2 Delivery takes place either:

5.2.1 at our premises (if you are collecting them or arranging for them to be collected); or

5.2.2 at your premises (if we are arranging delivery).

5.3 You must inspect the goods on delivery. Except as stated in clause 5.4, where the goods are damaged (or not delivered) you should inform us within 72 working hours of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods.

5.4 You should inform us in writing within seven days of delivery where there are defects in the goods which would not be apparent on reasonable inspection.

#### **6 Warranties**

6.1 BUSINESS CUSTOMERS: We give no warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.

6.3 We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits, loss of business or business opportunity, business interruption or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.

6.4 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence or where such restriction or limitation would otherwise be unlawful.

6.5 In any event our total liability to you (even if arising from two or more claims) is limited in damages to the price of the goods.

**6.2 CONSUMERS. We are under a legal duty to supply goods that are in conformity with this contract. Your key legal rights in relation to the goods are set out in the Schedule to these terms. Nothing in these terms will affect your legal rights.**

#### **7 Specification**

7.1 If we prepare the goods in accordance with your specifications, drawings or instructions, you must ensure:

7.1.1 that the specifications, drawings or instructions are accurate;

7.1.2 that goods prepared in accordance with those specifications, drawings or instructions will be fit for the purpose for which you intend to use them; and

7.1.3 that the specifications, drawings or instructions will not result in the infringement of any rights belonging to a third party.

7.2 If there is any such claim or threatened claim by a third party in respect of such specifications, drawings or instructions, you will indemnify us in respect of all loss, damage, costs or expenses (including legal fees) which we may incur in connection with any such claim or threatened claim.

#### **8 Problems with the Goods/Return of Goods**

8.1 If you have any questions or complaints about the goods, please contact us. You can telephone us at 01626 367782 or write to us at info.candoengineering.co.uk or Unit 11, The Old Cider Works, Abbotskerswell, Devon, TQ12 5NF.

8.2 If you wish to exercise your legal rights to reject goods because of a problem with them, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the reasonable costs of postage or collection.

If you are a CONSUMER and you change your mind about goods ordered within 7 days of receiving them, please contact us to arrange for a full refund, but

we will accept the return of goods from you only:

8.2.1 by prior arrangement (confirmed in writing);

8.2.2 on payment of an agreed handling charge; and

8.2.3 where the goods are as fit for sale on their return (including any packaging) as they were on delivery.

## **9 Cancellation**

9.1 You may contact us to cancel your order for goods at any time before we have delivered the goods, if cancellation is because we have told you about an upcoming change in the goods which you do not agree to, or we have told you about an error in the price or description of the products which you have ordered and you do not wish to proceed, our contract will end immediately and you will be refunded any sums you have paid in full for goods not provided. If cancellation is for any other reason, our contract will end immediately and you will be refunded any sums you have paid for goods not provided, but we may deduct from that refund (or charge you separately, if you have not paid any amounts) a reasonable amount in respect of our net costs in relation to any stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.

## **10 Default**

10.1 If:-

10.1.1 you breach the terms of this contract (including failing to pay any sum when due) and, if the breach is capable of remedy, have not remedied it within 14 days of receiving notice requiring it to be remedied;

10.1.2 you pledge or charge any goods which remain our property, or cease or threaten to cease to carry on business, or any bankruptcy or insolvency-related event or action whatsoever occurs (or appears to us to be about to occur) in relation to you in the UK or anywhere else;

10.1.3 you exceed the credit limit set by us;

10.1.4 you appear to us due to your credit rating to be financially inadequate to meet your obligations under the contract,

then:-

10.1.5 we may enter, without prior notice, any of your premises (or premises of third parties with their consent) where goods owned by us may be and repossess and dispose of or sell any goods found which are owned by us so as to discharge any sums due to us under this contract or any other agreement with you;

10.1.6 you may not re-sell or part with the possession of any goods owned by us until you have paid in full all sums due to us under this contract or any other agreement with us;

10.1.7 we may withhold delivery of any undelivered goods and stop any goods in transit;

10.1.8 we may terminate and/or suspend without liability to you any contract with you;

10.1.9 all monies owed by you to us shall immediately become due and payable; and/or

10.1.10 we may charge you a reasonable amount in respect of our net costs in relation to any undelivered goods or stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.

## **11 Waiver and variations**

11.1 Any waiver or variation of these terms is not binding unless:

11.1.1 made (or recorded) in writing; and

11.1.2 signed on behalf of each party.

11.2 All orders that you place with us will be on these terms (or any that we may issue to replace them) and not subject to any other terms whatsoever. By placing an order with us, you are expressly agreeing that only our terms will apply to any contract between us.

## **12 Force majeure**

12.1 If we are unable to supply or deliver any goods to you (or able to perform them only at unreasonable cost) because of circumstances beyond our reasonable control, we will contact you as soon as possible to let you know and will do what we can to minimise the effect of such circumstances. If we do this, we will not be liable for any failure or delay caused by the circumstances, but, if there is a significant failure or delay, you or we may then end the contract by written notice, in which case you will receive a refund for any goods paid for but not received.

12.2 Examples of those circumstances include act of God, accident, terrorism, explosion, fire, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

## **13 Data Protection**

13.1 We may store personal information about you for credit assessment, payment processing, collection, tracing and the prevention of fraud. We may make a search with, and pass your personal information to, a credit reference agency and they and we will keep a record of that search. We will only give your personal information to third parties where the law either requires or allows us to.

## **14 General**

14.1 English law is applicable to any contract made under these terms. The English courts have non-exclusive jurisdiction.

14.2 If you are more than one person, each of you has joint and several obligations under these terms.

14.3 If any of these terms are unenforceable as drafted:

14.3.1 it will not affect the enforceability of any other of these terms; and

14.3.2 if any such term would be enforceable if amended, it will be treated as so amended.14.4 Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post) the other's registered office or principal place of business. All such notices must be signed.

14.6 This contract is between you and us and no other person has any right to enforce any of its terms.

## **SCHEDULE**

### **CONSUMER. Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your goods, your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
  - b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
  - c) if your goods do not last a reasonable length of time, you may be entitled to some money back.
- See also clause 9.1.