

TERMS AND CONDITIONS

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Ashtead Retail & Wholesale LTD CONSUMER TERMS OF SALE

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE

1. Format of the Contract

1.1 These terms of sale apply to all goods supplied by Ashtead Retail & Wholesale LTD, whose registered office is at Unit 1, The Circuit Centre, Avro Way, Weybridge, Surrey, KT13 0YT, registered in England and Wales No. 5369449

1.2 No contract exists between you and the Supplier for the sale of any goods until the Supplier has received and accepted your order and the Supplier has received payment in full (in cleared funds). Once the Supplier does so, there is a binding legal contract between us.

1.3 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 you receive your acceptance e-mail. It is at this point that a binding legal contract is created and any contract is subject to these Terms and Conditions .

2. Description and Price

2.1 The description and price of the goods you order will be as shown on ebay at the time you place your order.

3. Payment

3.1 Payment must be received before the delivery has taken place, this is a fundamental term of this agreement, breach of which shall entitle the Supplier to terminate the contract immediately.

3.2 There will be no delivery until cleared funds are received.

4. Delivery

4.1 The goods you order will be delivered to the address you give when you place your order

4.2 Orders placed before 1.00 pm on a working day will be processed that day (Monday-Friday ? public holidays excluded)

4.3 If delivery cannot be made to your address for reasons under the Supplier’s control the Supplier will inform you as soon as possible and refund or re-credit you for any sum that has been paid by you or debited from your credit card for delivery.

4.4 If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under control of the Supplier) then without prejudice to any other right or remedy available to the Supplier , the Supplier may:

4.4.1 store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage; or

4.4.2 sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.

4.6 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. How-

ever, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you as soon as possible.

5. Risk/Title

5.1 The goods are at your risk from the time of delivery.

5.2 Ownership of the goods shall not pass to you until the Supplier has received in payment of all sums due to it in respect of:

5.2.1 the goods, and

5.2.2 all other sums which are or which become due to the Supplier from you on any account.

5.3 The Supplier shall be entitled to recover payment for the goods even though ownership of any of the goods has not passed from the Supplier

7. Your right of cancellation and return

7.1 You do not have the right to ebay auction once you have won the auction (without prior approval).

7.2 Except in the case of faulty or mis-described goods, we may withhold up to 20% of the purchase price of the returned item if the product or packaging is in such a condition that the item is not fully resaleable.

7.3 Once goods reported as faulty have been returned to us, will be tested, if found to be in full working order, the goods will be returned to you and the cost of any additional carriage will be charged. This does not affect your statutory rights

7.4 Arrangement for any return is the sole responsibility of the customer.

8. Warranty

8.1 All goods supplied by the Supplier are warranted free from defects for 12 months from the date of supply (unless otherwise stated). This warranty does not affect your statutory rights as a consumer.

8.2 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 Supplier, failure to follow the Supplier's instructions, or any alteration or repair carried out without the Supplier's approval.

8.3 If the goods supplied to you are damaged on delivery, you should notify the Supplier and return within 30 days

8.4 If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods, you should notify the Supplier and return the goods.

8.5 Outside of the 30 day faulty return period, returned items can not be accepted, unless covered by manufacturer's warranty. Items returned to us will be forwarded to the manufacturer for repair or replacement.

9. Lifetime Warranty

9.1 The Lifetime Warranty is valid only for cases, not clips, swivels or other accessories.

9.2 Conditions where you are covered

9.2.1 If you are the original purchaser (invoice or email confirmation required)

9.2.2 If your case shows a defect that is related to a production failure.

9.3 Conditions where you are not covered

9.3.1 Does not cover for fair wear and tear.

9.3.2 Does not cover accidental damage, misuse, improper care or alternation, or force majeure, such as floods and earthquakes.

9.3.3 Any repair work on i-nique products by unauthorized third parties voids any warranties.

9.3.4 I-nique does not take any responsibility for third party products, i.e., i-nique will not reimburse any damage to devices used together with i-nique products.

9.4 The responsibility of i-nique shall be limited to the repair or the replacement of the product at its sole discretion.

9.4.1 Should no identical product exist, then we may offer an alternative at our discretion

9.4.2 Should no suitable alternative exist, then we may award repayment via a shop coupon to the value of the amount paid as per the invoice provided, less 20%.

This warranty excludes claims for incidental or consequential damages in connection with the warranty problem. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

9.3.6 This warranty gives you specific legal rights according to UK Law, and you may also have other rights, which vary from state to state or country to country.

9.3.7 Please Note: Features and specifications of all i-nique products are subjected to change without notification.

10. Limitation of Liability

10.1 Subject to 9.2 below, if you are a consumer the Supplier shall not be liable to you for any loss or damage in circumstances where:

10.1.1 there is no breach of a legal duty owed to you by the Supplier or by its employees or agents;

10.1.2 such loss or damage is not a reasonably foreseeable result of any such breach;

10.1.3 any increase in loss or damage resulting from breach by you of any term of this contract.

10.2 Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.

10.3 If you are a business customer the Supplier shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

11. Data Protection The Supplier will take all reasonable precautions to keep the details of your order and secure but unless the Supplier is negligent, the Supplier will not be liable for unauthorised access to information supplied by you.

12. Images Product images are for illustrative purposes only and may differ from payment the actual product.

13. Advice given by us to you

13.1 We are always prepared to offer advice about the goods including advice about installation, compatibility, configuration, and product upgrades.

13.2 We know the general purpose for which you require our goods and we will take reasonable care when giving you any advice.

13.3 Without knowing the particular application for which you require our goods and the exact specification and configuration of any existing system into which you intend to install our goods we cannot and do not warrant the suitability of any of our goods for your particular purpose.

These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract, save that consumers resident in Scotland shall have the right to insist upon these terms being construed in accordance with the laws of Scotland and to submit to the jurisdiction of Scottish courts.