

## TERMS AND CONDITIONS OF SALE FOR ABLE2 UK LTD

These terms and conditions apply to all orders placed. Please read all information carefully. By placing an order with us you are accepting the Terms and Conditions set out herein. If you have any queries regarding these terms and conditions, please contact us by e mail at orders@able2.eu or telephone on 01254 619000 or fax 01254 619001 or in writing to Able2 UK Limited of Moorgate Street, Blackburn, BB2 4PB.

### 1. Parties

- 1.1 "Conditions" means the terms and conditions as set out in the document.
- 1.2 "Product" means any Product supplied by Us in accordance with these Conditions.
- 1.3 "United Kingdom" means England, Wales, Scotland, Northern Ireland and the Channel Islands
- 1.4 "We/Us" means Able2 UK Limited and "Our" shall be construed accordingly.
- 1.5 "You" means any person ordering Products from Us.

### 2. Payment

- 2.1 All payment must be made within 30 days of the date of the invoice and are made subject to acceptance by You of Our terms and conditions. Fulfillment of the order is subject to stock availability and acceptance of Your order, and We are under no obligation to fulfill Your order.
- 2.2 Payments can be by most major credit cards, Switch, Delta or by Cheque made payable to "Able2 UK Limited" and all cheques must be accompanied with a valid cheque guarantee card number.
- 2.3 We reserve the right to charge interest on all overdue payments and outstanding balances at the rate of 9% per month.
- 2.4 If You experience any ordering difficulties or have any concerns please phone or e mail us. Please ensure that You leave the correct details.

### 3. Price

- 2.1 Prices shown by Us are accurate on the date they were published but are subject to change.
- 3.1 We reserve the right to vary the price of the Product to take account of any increases in the cost of raw materials, manufacture, packing, transport or wages or otherwise.

### 4. Currency

- 4.1 All prices quoted by Us are in pounds sterling and exclude VAT at the current rate.

### 5. Delivery

- 5.1 Standard time scales for delivery of Products to UK addresses by a nominated carrier chosen by Us are as follows:
  - 5.1.1 Stocked products: 2-3 working days.
  - 5.1.2 None stocked products: confirmed on order.
- 5.2 For our Standard UK delivery charges please see our current Trade Price List.
- 5.3 For all deliveries to the Channel Islands, We will confirm the delivery charge per individual order.
- 5.4 We will not be liable for late delivery of Products and time shall not be of the essence in these Conditions and We reserve the right to make partial deliveries.
- 5.5 Additional delivery options are available; please contact our Customer Services Department for further details and pricing information.
- 5.6 We reserve the right to increase this delivery charge where such an increase is beyond Our control. Contact Us if You have any special delivery requirements.

### 6. Cancellation procedure for Consumers

- 6.1 You have the right to cancel the order except for made to measure Products within 7 working days of receipt of the Products provided that the Products are not damaged, opened or used.
- 6.2 All cancellations must be made in writing to Us with a completed Able2 Returns Note detailing the reason for return and received at Our address within the 7 days cooling off period.
- 6.3 If You do cancel within 7 days and in accordance with the procedure stated in 5.2 then You will be entitled to a full refund by Us of all monies debited by Us within 30 days of the date the notice of cancellation was given together with the reasonable costs to You of the return of the Products provided such return is a result of the Products being defective.
- 6.4 If You cancel Your order but do not comply with clause 5.2 then You will be entitled to a refund of the cost of the Products minus the cost for Us to collect the Products from You.

### 7. Passing of Title

The legal title of the Products shall not pass to You until all sums due payable by You the customer to Us have been paid.

### 8. Warranty

Unless otherwise stated, a 12 month guarantee applies to all products with the exception of disposable and limited life products. The warranty is valid providing that the Products have been used in accordance with the user instructions.

### 9. Returns

- 9.1 Except as provided for in Clause 5 above relating to consumers all cancellations or arrangements for the return of Products are at Your own cost.
- 9.2 If You receive Products that are defective please contact Us by e mail or telephone within 21 working days of receipt of the Products. In this case You will be entitled to a refund from Us limited to the cost of repair or (where appropriate in our Opinion) replacement of the Product.
- 9.3 If You wish to return Products please e mail us at Our address listed above or the telephone listed at the top of these Conditions stating the reason for return. We will then provide you with a Returns Note for You to complete and return with the packaging of all returned Products.
- 9.4 If You comply with clause 6.3 above We will refund you all monies debited by Us.
- 9.5 If You do not return the Products in accordance with clause 6.3 We will be entitled to deduct the charge from monies owed to You for the cost of Us recovering such Products
- 9.6 Where Products are returned for Credit We will be entitled to incur the following restocking fees:
  - Within 21 days: None
  - 21-60 days: 20%
  - 60 days - 6 months: 40%
  - 6 -12 months: 60%
  - Over 12 months: 100%

### 10. Refunds

- 10.1 If You feel that You have been incorrectly charged for the Products that You have ordered or that Your goods are different to Your original order (except where it has been agreed in advance by You and Us) please contact Us by e mail or telephone.
- 10.2 If You comply with clause 7.1 You will be entitled to a full refund of incorrect amounts debited to Us or all monies debited by Us should You cancel the order within 30 days receipt by Us of Your complaint.

### 11. Liability

- 11.1 In relation to the purchase of Products We accept no liability for indirect or consequential loss or damage or for any loss of data, profit or revenue or business (whether direct or indirect) however caused.
- 11.2 We accept no liability for the loss however caused whether due to the inaccuracy, error, omission or any other cause or whether on Our part or that of Our servants, agents or any other person.

### 12. Jurisdiction

The Conditions shall be governed by and construed in accordance with the laws of England and You irrevocably submit to the exclusive jurisdiction of the courts of England.

### 13. Force Majeure

We shall not be liable to You where performance of any of Our obligations to You is prevented or impeded by any act of God, war and other hostilities, civil commotion, accident, strikes, lock outs, trade disputes, acts or restraints of Government or any other cause that is not reasonably within Our control.

### 14. Severance

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not effect the validity and enforceability of any of the remaining provisions of the Conditions

### 15. Waiver

No waiver by Us of any provision of the Conditions shall be construed as a waiver of any proceeding, succeeding or continuing breach of any provision of the Conditions

### 16. Entire Agreement

These Conditions govern Our relationship with You. Any changes to these Conditions must be in writing and signed by both parties. You confirm that in agreeing to accept the Conditions You have not relied on any representation save insofar as the same has expressly been made a term of these Conditions and You agree that You shall have no remedy in respect of any representation.

### 17. Statutory Rights

Where You are a consumer as defined by the Distance Selling Regulations 2000 Your statutory rights are not affected by these Conditions.