

Business Returns

1. Orders

1.1 When you place an Order for Goods or Services, this will be regarded as an offer by you to purchase the Goods or Services subject to these Terms and we shall not be obliged to accept your offer at our discretion.

1.2 We will send you an Order Acknowledgement on receipt of your Order. This is not an order confirmation or order acceptance by us.

1.3 We will accept your offer and create a Contract with you by sending to you an Order Confirmation once we have confirmed availability of the Goods or Services, verified your credit card or payment details as necessary and prepared the Goods for dispatch. We reserve the right to obtain validation of your credit or debit card details before providing you with any Goods or Services.

1.4 The Order Confirmation will be binding on you unless there is an inadvertent discrepancy between the Goods or Services that you ordered and those detailed in the Order Confirmation. You should notify us as soon as you become aware of any such discrepancy.

1.5 If we cannot supply the Goods ordered by you, we reserve the right to offer alternative Goods of equal or superior quality. In such cases, if you do not wish to accept the alternative Goods offered, you may cancel the Order and require the refund of any money paid to us in respect of that Order, including carriage charges. This shall be your sole remedy.

1.6 We make every effort to supply the Goods as advertised but reserve the right to supply the Goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer.

1.7 When you place an Order, you are undertaking to us that:

(a) all details you provide to us for the purpose of purchasing Goods or Services are correct, and

(b) the credit or debit card you use to make a purchase from us is your own card, that you are authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of any Goods or Services you order from us.

1.8 Cancellation of Orders. Other than in accordance with clause 1.4, we do not accept cancellation of orders by Business Customers once an Order Confirmation has been sent as many Orders are dispatched on the same day the Order is placed. We cannot accept cancellation of an Order for bespoke Goods which have been produced to your specific requirements.

2. Delivery, Title and Risk

2.1 We shall use reasonable endeavours to despatch Goods to you by the estimated delivery

date, but time shall not be of the essence for delivery and we shall not accept liability for failure to deliver within the stated time or on a stated day where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times.

2.2 If a delay is likely, we shall contact you and advise of the delay. You will not be entitled to damages or compensation if delivery of Goods does not occur on the estimated delivery date.

2.3 If we are unable to deliver the Goods within 30 days of the estimated delivery date, you will, as your sole remedy, be entitled to cancel the Order and require any monies paid to us in respect of that Order to be refunded. In order to cancel, you must send written notice of cancellation to us after the estimated delivery date but before actual delivery of the Goods or notification from us that the Goods are ready for delivery.

2.4 Delivery is deemed to take place when the Goods are delivered to your nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to you.

2.5 You are required to be able to accept the Goods when they are ready for delivery within Normal Working Hours.

2.6 Ownership of the Goods shall not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of:

- (a) the Goods; and
- (b) all other sums which are or which become due to us from you on any account.

2.7 Until ownership of the Goods has passed to you, you must:

- (a) hold the Goods on a fiduciary basis as our bailee;
- (b) store the Goods (at no cost to us) separately from all other goods of yours or any third party in such a way that they remain readily identifiable as our property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- (d) maintain the Goods in satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction. On request you shall produce the policy of insurance to us.

2.8 You may resell the Goods before ownership has passed to you solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of your business at full market value; and
- (b) any such sale shall be a sale of our property on your own behalf and you shall deal as principal when making such a sale.

- 2.9 Your right to possession of the Goods shall terminate immediately if you have a bankruptcy order made against you or if you make or know of any arrangements in respect of your actual or possible insolvency, liquidation, winding up or other arrangements with your creditors.
- 2.10 In the event that you have failed to make full payment for Goods by the due date, then as long as monies remain outstanding, we reserve the right to enter your premises at your expense and recover from there all Goods which remain our property.
- 2.11 If you cannot accept delivery, we may re-arrange delivery provided that we reserve the right to charge you for any delivery costs incurred.
- 2.12 Upon delivery of the Goods, you will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is your responsibility to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, you should either note this on the Proof of Delivery or refuse delivery of the Goods.
- 2.13 We shall not be liable for discrepancies or damage evident on delivery where you accept delivery and sign the Proof of Delivery without amendment.
- 2.14 You may request a Proof of Delivery, provided that this request is made within 30 days of the dispatch confirmation and we shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.
- 2.15 You should notify us immediately and in any event no longer than 48 hours after delivery in the event that Goods are found to be damaged on delivery, items are missing or the Goods are not as specified in the Order Confirmation. If you need to return any Goods, then please see our Returns policy below.

3. Returns and Warranties

- 3.1 Other than the express provisions set out in these Terms, all other terms and the implied terms or warranties relating to the supply of goods or services are excluded to the fullest extent permitted by law.

- 3.2 In the event that any Goods Delivered to you do not correspond with the Goods in the Order Confirmation, or have been Delivered to you by mistake, then you will be under a duty to take reasonable care of such Goods and to contact our Customer Services team immediately no later than 14 days. We will then arrange for a courier to collect the Goods and replacements to be supplied on a credit and recharge basis.

Care of Goods to be Returned

- 3.3 Whilst in possession of the Goods you are under a statutory duty to take reasonable care of them. We reserve the right to claim against you for Goods returned which have been made unfit for resale or damaged whilst in your possession.

3.4 Return of Defective Goods

- (a) In the event that Goods are found to be defective at any time within the first 30 days from delivery then please contact our Customer Services team

immediately that you become aware of the defect. Different manufacturers have differing policies for dealing with Goods, which are termed 'dead on arrival' meaning that the Goods are found to be faulty either on delivery or very shortly afterwards. You will therefore be advised by our Customer Services team of the relevant manufacturer's returns policy. It is your responsibility to package and secure the Goods prior to collection to prevent damage during their return to us.

- (b) If we arrange for a courier collection of your Goods, this will normally take place between 9.00am and 5.30pm, and it is your responsibility to ensure that someone will be present at the collection address when the courier arrives.

- (c) On receipt by us of the returned Defective Goods, if following the testing process the Defective Goods are found to be in good working order without defect, we will return the Goods to you, and the carriage costs of this return will be your responsibility. If, when we examine the Defective Goods, it is evident that the defect has arisen because you have failed to follow ITinStock's or the manufacturer's instructions as to the storage, installation, commissioning, use or maintenance of the Goods, or if you have altered the Goods without the written consent of ITinStock then we reserve the right to refuse a repair, replacement or refund.

3.5 Warranty Claims

- (a) If Goods become faulty more than 30 days after delivery then you are advised to contact the manufacturer and use their warranty procedure. Unless otherwise stated in the manufacturer's documentation.

3.6 Return for credit

- (a) In the event that we, at our absolute discretion, agree to accept the return for credit of unwanted products, the Goods must be returned with our prior written agreement within 14 days of delivery.

6. Our Liability

6.1 The following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

- (a) any breach of these Terms;
- (b) any use made or resale by you of any of the Goods, or of any product incorporating any of the Goods; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

- 6.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded.
- 6.3 Nothing in these Terms excludes or limits our liability:
- (a) for death or personal injury caused by our negligence; or
 - (b) for any matter which it would be illegal for us to exclude or attempt to exclude our liability; or
 - (c) for fraud or fraudulent misrepresentation.

7. Force Majeure

- 7.1 We shall not be liable to you or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of our obligations in respect of the Goods or Services, if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control: act of God, explosion, flood, tempest, fire or accident; war, threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or of a third party); difficulty in obtaining materials, labour or machinery; and power failure or breakdown in machinery.
- 7.2 If we are unable to provide you with your Goods within a reasonable time due to circumstances outside our control, we shall either agree a new timescale with you for the delivery of the Goods or either of us may decide to terminate the Order in which case we will return any prepayments that you have made in full.

8. Errors & Omissions

- 8.1 We make every effort to ensure that all prices and descriptions quoted in our catalogue and on our website are correct and accurate. In the case of a manifest error or omission, we will be entitled to rescind the contract, notwithstanding that we may already have accepted your Order and/or received payment from you. Our liability in that event will be limited to the return of any money that you have paid in respect of the Order. In the case of a manifest error in relation to price, you will be entitled to purchase the Goods or Services by paying the difference between the quoted price and the correct price, as confirmed in writing by us after the manifest error has been discovered. A 'manifest error', as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by us which is more than 10% less than the price that would have been quoted had the mistake not been made.

9. Trade Names and Trade Marks

- 9.1 10.1 Trade names and marks (other than ours) are not always indications of the actual manufacturer of a particular product and may rather be indicative of general use systems and machines associated with such products.
- 9.2 In the case of component purchases, if you require a particular brand of product should, then before placing an order, please check with us to confirm the identity of the manufacturer of the component that you are proposing to purchase.
- 9.3 Both parties hereby acknowledge the intellectual property rights of suppliers and manufacturers of the Goods appearing in our sales literature and on our website.