

# Terms And Conditions

## **Our Contract**

These Terms and Conditions govern the supply of goods sold by Express Trade Supplies Ltd, Unit 5, Queensway Trading Estate, Waterloo Road, Widnes, WA8 0FD (“we” and “us”) to the customer named on the order form provided on this website. Together with the completed order form, these Terms and Conditions constitute the entire and only agreement between us in relation thereto. Our acceptance of your order by delivery of the goods constitutes a legally binding contract between us on these terms and conditions.

### **1. Price & Payment**

2.1 The price payable for the goods you order is as set out on our website at the time you place your order or plus any charges for carriage and insurance as set out in the order form.

2.2 We must receive payment for the whole of the price of the goods you order, and any applicable charges for carriage and insurance, before your order can be accepted unless we have agreed otherwise in advance in writing. Payments must be made in pounds sterling.

### **2. Delivery & Title**

We will deliver them in accordance with your order. Goods paid for through the website can be supplied to UK addresses only. A valid signature will be required on collection or delivery. Immediately prior to dispatch of the goods to you, title in the goods will pass to you. In the unlikely event that you have not received all the goods within 21 days of the date of delivery (or where you have requested a delayed dispatch within 21 days of the requested dispatch date), you must notify us immediately.

### **3. Availability**

While we endeavour to hold sufficient stock to meet all orders, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we may, at our discretion, supply or deliver a substituted product or refund you the price paid for such goods as soon as possible and in any case within 30 days or, in the case of an account customer, we may, in our absolute discretion, as soon as possible raise a credit to offset the amount invoiced to you.

### **4. Damages**

We go to great lengths to ensure your order is packed in a way which ensures that no damage occurs in transportation, however in the event of your goods being damaged by the carrier whilst in transit, you need to notify us within 24 hours, either by telephone or email, providing a detailed description of the damage and where possible, high resolution photographs that clearly show the damage incurred. Please note: Once your order has been delivered and signed for, care of the goods passes directly to you, the consumer. We are no longer responsible or liable for any damages that occur once the goods have been delivered.

### **5. Cancellation & Returns**

You may cancel your order by giving us notice of cancellation within 7 days of the date of collection or delivery. Such notice must be given by telephone call or email to the number or address given on our website.

On cancellation, you must return the goods to us at our registered business address at your cost within 7 days of the date of collection or delivery. Collection of the goods by us or a third party carrier can be arranged, but only at our discretion. You, the consumer, remain responsible for the condition of the goods until they are delivered to our registered returns address or collected by us, or a third party carrier arranged by us. If they are damaged or beyond reasonable condition upon return/collection, we reserve the right to deduct a restocking/handling charge before final reimbursement. Goods returned after the 7-day returns window will also be subject to a restocking charge. We do not refund the original delivery charge except in the instance of an incorrect product being supplied.

### **6. Liability**

If you have notified us of a problem with the goods, we will either make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question. Please check all deliveries are correct after they

have been signed for, and check all items are present and in good order. Any missing items must be reported within 3 days of receipt of delivery. Any claims for missing items after this period will not be entertained. We will not be liable to you for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the goods and we shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. This does not affect your statutory rights as a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

#### **7. Termination**

We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation here under or you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, your indebtedness to us becomes immediately due and payable and we shall be under no further obligation to supply goods to you.

#### **8. Force Majeure**

We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered here under that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

#### **9. General**

If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of any other part of these conditions will not be affected. This contract shall be governed by and interpreted in accordance with English law.

#### **10. Design and Reproduction**

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#### **11. Customer Feedback**

We always welcome feedback from our customers, as it gives us insight into whether the products we supply and the service we provide are performing satisfactorily and which areas can be improved. We send an email request to the email address given in your order one week after the order has been completed with a link to write a review on the product/s purchased. You can unsubscribe from receiving this email via the link provided.