

WEATHERDOWN TERMS AND CONDITIONS FOR SALE OF GOODS TO OTHER BUSINESSES

These terms and conditions define the business relationship between our customers [you/your] and Weatherdown [us/we/our]. They apply if you order or accept our offer for our goods.

In this agreement:

We are: Weatherdown
Our address is: 18 Church Road, DARTMOUTH, Devon TQ6 9HQ
You are: The customer whose name and address is on the Order Form, Pro-former Invoice or Invoice

1 Definitions

Contract any contract between you and us for the sale and purchase of the Goods that incorporate these Conditions.
Order Form Weatherdown Order Form or Pro-former Invoice, detailing the Goods to be ordered
Carrier means any person or business contracted by us to carry Goods from us to you, whether all or part of the distance.
Goods means any goods we offer for sale.
Written Material means any informational material published by us in any medium with a view to providing information to our customers or prospective customers.

2 Our contract with you:

- 2.1 Our contract is made only when I accept your order by completed Order Form or Pro-former Invoice. Our response will confirm the order and detail your purchase and tell you when we shall dispatch your order.
- 2.2 The price of the Goods shall be the price ruling at the date of order.
- 2.3 All descriptions, are as provided in the samples. Any other description shall not form part of this Agreement.
- 2.4 If we do not have the Goods you order in stock, we will offer you alternatives or back order for you. If this happens you may:
 - 2.4.1 accept the alternatives we offer;
 - 2.4.2 wait for the Goods you ordered to come in stock
 - 2.4.3 cancel your order;
 - 2.4.4 leave the order valid, but tell us to omit the out-of-stock item.
- 2.5 If we owe you money (for this or any other reason), we will credit your account as soon as reasonably practicable but in any event no later than 15 days from the date the refund / credit is agreed.

3 Price and Payment

- 3.1 You must pay or commit to pay us the full price of your order before we will send any part of it.
- 3.2 No payments shall be deemed to have been received until we have received cleared funds.
- 3.3 The price for the Goods and all costs or charges in relation to delivery, carriage and insurance, shall be exclusive of 'value added tax'.
- 3.4 Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment will be borne by you.

4 Information you give us

- 4.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.
- 4.2 We will use our reasonable endeavours to respond to any point of dissatisfaction by you, provided you contact us within three months of purchase.
- 4.3 We shall comply with current regulations with respect to data regulations for any data we hold on you.

5 Delivery

- 5.1 Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery.
- 5.2 If we are not able to deliver your goods within 10 days of receipt of payment for your order, we shall notify you by e-mail to arrange another date for delivery.
- 5.3 We may deliver the goods in installments if the goods are not available at the same time for delivery.

6 Import/Export restrictions

- 6.1 Weatherdown would like to avoid conflicts of interest within our member states of the EU and so should you intend to sell to any country outside the UK or any international auction site please do contact us before doing so.

7 Goods returned

- 7.1 If Goods are damaged; then you must inform us within 7 days of receipt of the Goods and the goods must be returned to us within 14 days as follows:
 - 7.1.1 all goods and all packaging in their original condition as delivered; with an explanation of events,
 - 7.1.2 items must be securely wrapped and packaged;
 - 7.1.3 include all delivery documents ;
 - 7.1.4 return will be at your risk and cost.
 - 7.1.5 where we are at fault we shall provide credit for the goods returned.
- 7.2 If Goods are sent by mistake; then you must inform us within 7 days of receipt of the Goods and the goods must be returned to us within 14 days as follows:
 - 7.2.1 all goods and all packaging in their original condition;
 - 7.2.2 items must be securely wrapped and packaged;
 - 7.2.3 include all delivery documents and copies of all order documents;
 - 7.2.4 Charges for carriage back to us will be refunded along with the cost of the Goods in question.

8 Disclaimers

- 8.1 We may make improvements or changes to our Goods for supply at any time and without advance notice.
- 8.2 You are advised that our Written Material may include technical inaccuracies or typographical errors. Please advise us if you discover any such issues.
- 8.3 We give no warranty and make no representation, express or implied, as to:
 - 8.3.1 the adequacy or appropriateness of the Goods and Services for your purpose.
 - 8.3.2 compliance with any law;
 - 8.3.3 non-infringement of any rights.
- 8.4 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Web Site or the purchase of Goods.
- 8.5 Except for a claim for personal injury, in any claim against us our liability is limited to the value of the goods you have purchased in the contract which is the subject of the dispute.

9 Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of the Goods, or the infringement by you, of any intellectual property or other right of any person.

10 Contractual Limitation

Where we provide goods without specific charge, then it (or they) is deemed to be provided free of charge, and not to be associated with any other service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of any such goods or services.

11 Rights of third parties

Nothing in this agreement shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

12 Severability

If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

13 No Waiver

No waiver by us, in exercising any right, power or provision hereunder shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

14 Dispute Resolution

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

15 Force majeure

We reserve the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by you (without liability to you) if we are prevented from or delayed in the carrying on of our business due to circumstances beyond the reasonable control of us including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials. Provided that, if the event in question continues for a continuous period in excess of 60 days, you shall be entitled to give notice in writing to us to terminate the Contract.

16 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

17 Trademark

Any reference to Weatherdown Goods in any literature used or authorised by the Buyer including without limit any mail order catalogues, advertising literature, or any other documentation shall include the brand name "Weatherdown".

Under no circumstances shall the Buyer remove, suppress, alter and or hide any trademark or copyright used or owned by Weatherdown on the Goods.