

TERMS & CONDITIONS

1.1 These Terms and Conditions govern the supply of goods sold by Combi-Vent Engineering Ltd, trading as cveshop.co.uk (No. 2920438) of Northumberland House, Emerald Street, Denton, Manchester, M34 3GQ ("we" and "us") to the customer ("you") and constitute the entire and only agreement between us in relation thereto.

1.2 All orders placed by you are on the basis of these Terms and Conditions and are subject to acceptance by us by delivery of the goods to you at which point a legally binding contract is constituted between us. The processing of your payment and acknowledgment of your order does not constitute legal acceptance of your order.

2. Price & Payment

2.1 The price payable for the goods you order is as set out on our web site at the time you place your order or, if you order from one of our catalogues, as set out in the catalogue from which you order provided it is a current catalogue, plus any charges for delivery as advised to you.

2.2 Prices are correct at time of going to press, and we reserve the right to update prices in future catalogues which will then supersede the prices in this catalogue. We also reserve the right to change the price of commodity goods, such as aluminium, at any time due to market conditions but we will confirm the prevailing price with you before accepting your order. We are not obliged to accept your order for such goods and may decline it or limit the order quantity.

2.3 On occasion, the prices payable for goods advertised on our web site may differ from those prices offered in our current catalogue or at our trade counter, and we are under no obligation to honour any web site price if there is such a difference. Occasionally, we advertise goods at a promotional price; you must quote the relevant promotion code, otherwise you may be charged the full price.

2.4 Occasionally an error may occur and goods may be incorrectly priced in which circumstances we will not be obliged to supply the goods at the incorrect price.

2.5 Subject to clause 2.6, we must receive payment for the whole of the price of the goods you order, and any applicable charges for delivery, before your order can be processed unless we have agreed otherwise in advance in writing.

2.6 If you are an account customer, payment shall be made in full at the end of the month following the date of invoice. Time shall be of the essence for payment. We may revoke credit if you fail to make payment when due. If payment is not made when due, interest is payable at the monthly rate of 2 per cent on the amount outstanding from the due date for payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement, together with any reasonable legal or other recovery costs. You are responsible for all orders placed by your authorised employees.

2.7 Even if we have provided you with credit previously we reserve the right to refuse to complete any order if payment of the account or your credit rating is not satisfactory to us.

2.8 You may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim, which you may have, or allege to have.

2.9 We shall be entitled at all times to set off any debt or claim which we may have against you against any sums due from you to us.

2.10 The format of our invoice and statements to you will solely be dictated by us and we will not enter into any variation of our format unless any proposed variations are requested in writing at least six months in advance and unless expressly agreed by us.

3. Delivery & Title

3.1 Unless you order and collect the goods from our trade counter, we will deliver them in accordance with your order usually within the stated delivery time but certainly within 30 days of accepting your order. In addition to your rights under clause 5, in the unlikely event that we do not make the goods available to you within 30 days of accepting your order you will have the option of cancelling your order by notifying us accordingly prior to delivery. Before placing your order, please refer to the delivery options set out on our website to ensure that we can deliver to your address. A valid signature will be required on collection or delivery. In the unlikely event that you have not received all the goods within the stated delivery time, you must notify us immediately. You must not schedule or commence any installation work until after you have received your order and checked all the goods for any defects or missing parts.

3.2 For reasons of health and safety and to avoid any property damage, most items can only be delivered to the exterior of a ground floor location at the delivery address. You must therefore make your own arrangements at your own risk if the relevant item needs to be transported from the delivery location. We will not provide any unpacking, installation or fitting services upon delivery unless otherwise agreed by us.

3.3 You must do all that you reasonably can to enable delivery to take place at the given time and place. If you delay delivery, or delivery fails because you have not taken appropriate steps, we will try to arrange for an alternative delivery date within 30 days of the failed delivery. If delivery fails as a result of circumstances within your reasonable control, the cost of any re-delivery shall be borne by you. If we are unable to arrange a date for re-delivery we may cancel your order and refund to you the price that you have paid for the goods, less the failed delivery costs.

3.4 Without prejudice to Clause 3.3, upon delivery of the goods to you, the goods shall be at your risk. In spite of delivery having been made, ownership (also known as "title") in the goods shall not pass to you until you have paid the price for the goods in full and no other sums whatsoever shall be due to us from you. Until title in the goods passes from us, you shall: (i) not be entitled to use the goods; (ii) safely hold the goods for us; (iii) return the goods to us immediately if we ask you to; and (iv) be liable to us for any loss, damage or destruction of the goods. In addition, until title in the goods passes from us to you, you shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.

4. 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.

5. Cancellation & Returns

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5.1 CVE Shop is dedicated to customer satisfaction. We will issue a refund/credit if you are not satisfied with your purchase and notify us within 30 days of product receipt. It must be returned in the original packaging and in saleable condition. **Returned products are subject to a 20% restocking charge** and must be returned freight prepaid.

5.2 On cancellation for whatever reason, on standard stock equipment, you must return the goods to us at your cost. Where the goods are being returned because they are faulty or we have despatched incorrect goods or because of unsuitable substitution by us, we will meet the cost of return but we ask that you allow us to nominate the carrier.

5.3 **MADE TO ORDER.** These products are not standard stock equipment. They are manufactured specifically to your order on a 5-day manufacturing basis. Therefore, please check before ordering that they are the correct items and correct size you require, as all made to order items are **NON-REFUNDABLE**.

6. Liability

PLEASE READ THIS CLAUSE

6.1 If you have notified us of a problem with the goods within 7 days of delivery, we will (subject to clause 4) 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.

6.2 We shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. Our liability to you shall not in any event include losses related to any business of yours, such as loss of profits or business interruption, neither will we be responsible to you for any other loss which is not a foreseeable consequence of us being in breach of these Terms and Conditions or our legal duties.

6.3 This does not affect your statutory rights if you are 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.

6.4 Goods are intended for use in the UK only and we cannot confirm that the goods comply with any laws, regulations or other standards applicable outside the UK. All goods are sold in accordance with the manufacturer's specifications and are subject to any qualifications, representations or instructions contained in the documentation associated with the goods.

6.5 If you are a trade customer and subject to Clause 6.3, we will not be responsible to you or, in the event that you are undertaking work for another person, to any other person, for the use or installation of any goods by you. Accordingly, if you are a trade customer, you hereby agree to hold us harmless, and indemnify us against any liability associated with, any claim or allegation that we are responsible for any failings in the installation or use of goods that we supply.

7. Limited Companies Guarantee

7.1 Those signing the Trade Credit Account Application Form on behalf of limited companies agree and guarantee that they will pay all monies owing to us by the relevant limited company if we believe that the limited company cannot meet its obligations.

7.2 If the limited company goes into receivership, liquidation or administration the guarantor will pay to the receiver, liquidator or administrator, as the case may be, such sum as will enable him to pay all monies owed to us by the limited company.

8. 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 hereunder 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, any payments you owe to us (even if they are not yet due for payment) will be immediately due and payable and we shall be under no further obligation to supply goods to you.

9. 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 hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

10. Disposal of Electrical and Electronic Equipment

The WEEE regulations (January 2007) ensure that the amount of waste on certain electrical and electronic equipment is reduced, separated from household waste, collected separately and ultimately disposed of in a sound environmental manner (recycled and recovered). If you are a trade customer, you agree that the collection,

recovery/treatment and disposal of non household Electrical or Electronic Equipment purchased from us will be your responsibility. In the case of household waste, please take this waste to your nearest Designated Collection Facility (DCF) where special facilities exist for correct disposal. To find your nearest DCF please visit the following web site: www.recycle-more.co.uk.

11. 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.

VAT: All prices are subject to current appropriate VAT rate

12. Ordering

- a) You may place an order to purchase a product advertised for sale on this website by following the onscreen prompts after clicking on the item you are interested in. You will have an opportunity to check and correct any input errors in your order up until the point at which you submit your order by clicking the "Submit Order" button on the checkout page.
- d) All orders placed by you are subject to acceptance by us. We may choose not to accept your order for any reason and will not be liable to you or to anyone else in those circumstances.
- b) If your order includes products which are not available from stock, we will attempt to contact you using the details you have provided to us to ask you how you wish to proceed. You will have the option to wait until the products are available from stock, or cancel your order.
- c) Acceptance of your order and the formation of a contract between us will take place when we send you an email confirming that the products you have ordered and are available for collection from the trade counter pursuant to conditions (l) to (o) below.
- d) If you need to cancel your order after you have submitted it, please call us on 0161 336 5065.

Payment

- e) We cannot accept your order until you have paid for it in full. Payment can be made by most major credit or debit cards, by completing the relevant details on the checkout page (although for certain age-restricted products only a credit card may be used).
- f) By using a credit/debit card to pay for your order, you confirm that the card being used is yours. We may charge a refundable one pence charge to your credit/debit card for verification purposes.
- g) All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment we will not accept your order, we will not be obliged to inform you of the reason for the refusal, and we will not be liable for the item not being made available for collection. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your order.
- h) We recommend that you do not communicate your payment card details to anyone, including us, by email. We cannot be responsible for any losses you may incur in transmitting information to us by internet link or by email. Any such loss shall be entirely your responsibility.

13. Privacy and Cookies

Our Commitment to Privacy

CVE Shop Ltd takes data protection seriously and your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used.

Our website uses Google Analytics, a service provided by Google Inc. They use 'cookies' which are small text files to help our website analyse how users use the site. Cookies also provide Google Analytics with information about how our website is used so that we can keep it as up-to-date and as error-free as possible.

This website uses Analytical/Performance Cookies – these cookies recognise and count the number of visitors to our website.

Functionality Cookie – these cookies are used to recognise you when you return to our website.

Targeting Cookie – These cookies record your visit to our website, the pages you have visited and the links you have followed.

Cookies are used on this website to keep track of the contents of your shopping cart and to store delivery addresses. They are also used after you have logged on as part of that process. You can turn off cookies within your browser by going to 'Tools | Internet Options | Privacy' and selecting to block cookies. If you turn off cookies, you will be unable to place orders or benefit from the other features that use cookies.

The Information We Collect:

When placing an order on our website you will pay via PayPal. All PayPal transactions are subject to the PayPal Privacy Policy. We employ reasonable administrative, technical and physical measures to maintain the security and confidentiality of any and all PayPal data and information, including data and information about PayPal users and Paypal.

Data collected by this website is used to:

1. Take and fulfil customer orders
2. Administer and enhance the site service
3. Only disclose information to third-parties for goods delivery purposes

We do not store Credit/Debit Card Information

The Way We Use Information:

We use the information you provide about yourself when placing an order only to complete that order. We do not share this information with outside parties except to the extent necessary to complete that order.

We use the information you provide about someone else when placing an order only to ship the product and to confirm delivery. We do not share this information with outside parties except to the extent necessary to complete that order.

We use return email addresses to answer the email we receive, advise of offers and new products and to send a VAT invoice. Such addresses are not used for any other purpose and are not shared with outside parties.

Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

Our Commitment To Data Security:

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

Our Commitment To Children's Privacy:

Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our website from those we actually know are under 16, and no part of our website is structured to attract anyone under 16.

CVE Shop Ltd believe in being open and honest with our customers at all times and take the subject of your privacy very seriously. We will not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Laws.

If you feel that we have not acted in a manner that reflects this please contact:

Howard Smith, Managing Director, CVE Shop Ltd

Telephone: 0161 336 5065, Email: hsmith@combivent.co.uk