

TALLEY ENVIRONMENTAL CARE LTD
TERMS AND CONDITIONS FOR THE SALE OF GOODS (EX-WORKS)

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply goods to you.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are. We are Talley Environmental Care Ltd a company registered in England and Wales. Our Company Registration number is 06185725 and our registered office is 23 Premier Way, Abbey Park Industrial Estate, Romsey, Hampshire SO51 9DQ.

- 2.1. **How to contact us.** You can contact us by telephoning our customer service team on 0845 226 9394 or by writing to us at sales@TECcare.com or Hannah Way, Gordleton Industrial Park, Lymington, Hampshire SO41 8JD.
- 2.2. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.3. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this will include e-mail.

3. OUR CONTRACT WITH YOU

- 3.1. These terms apply to orders placed face to face at your home or premises, via telephone, in writing, via fax or via the internet.
- 3.2. **If you are a business customer** these terms apply to the exclusion of all other terms and conditions including any terms or conditions which you seek to apply under any purchase order, confirmation of order or similar document, or which are implied by trade, custom, practice or course of dealing.
- 3.3. Each order shall be an offer by you to purchase the goods and these terms shall apply. Please ensure that you read these terms carefully, and check that the details on the order and in these terms are complete and accurate, before you sign or submit the order.
- 3.4. **How we will accept your order.** Our acceptance of your order will take place when we issue a written acknowledgement of the order or, if earlier, we deliver the goods to you, at which point a contract will come into existence between you and us.
- 3.5. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the goods. This might be because the goods are out of stock, because we have identified an error in the price or description of the goods or because we are unable to meet a delivery deadline you have specified.

4. OUR GOODS

- 4.1. **Goods may vary slightly from their pictures.** The images of the goods in our brochures and on our website are for illustrative purposes only. Although we have made every effort to display the colours and goods accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the goods. Your goods may vary slightly from those images.
- 4.2. **Packaging may vary.** The packaging of the goods may vary from that shown in images on our website or in our brochure.

5. YOUR RIGHTS TO MAKE CHANGES TO YOUR ORDER

- 5.1. **If you wish to make a change to the goods** you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the goods, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

- 6.1. **Minor changes to the goods.** We may change the goods:
- 6.2. to reflect changes in relevant laws and regulatory requirements; and
- 6.2.1. to implement minor technical adjustments and improvements. These changes will not affect your use of the goods.
- 6.3. **More significant changes to the goods and these terms.** In addition, as we informed you in the description of the goods in our brochure or on our website, we may make changes to the goods or these terms, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect:
- 6.3.1. changes in the specification of the goods which are required to comply with any applicable safety or statutory requirements. These changes will not affect your use of the goods
- 6.3.2. changes to these terms which are required to comply with changes to relevant laws and regulatory requirements; and
- 6.3.3. changes in how we accept payment from you.
- 6.4. **We may end the contract if you break it.** We may end the contract for goods at any time by writing to you if:
- 6.4.1. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- 6.4.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods.
- 6.5. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 6.4 we will refund any money you have paid in advance for goods we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

7. PRICE AND PAYMENT

- 7.1. **Where to find the price for the goods.** The price of the goods will be set out in our published price list in force at the time you order the goods. The price does not include VAT which shall be due at the rate ruling on the date of the invoice.
- 7.2. **The price for the goods does not include delivery.** You have elected to trade on an 'Ex-works' basis and you will arrange for the goods to be collected from TECcare, Gordleton Industrial Park, Hannah Way, Pennington, Lymington. SO41 8JD.

- 7.3. Payment shall be due within 30 days of the date of invoice.
- 7.4. **What happens if we got the price wrong.** It is always possible that, despite our reasonable efforts, some of the goods on our website may be incorrectly priced. If we discover an error in the price of the goods you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the goods at the correct price or cancelling the order. We will not process your order until we have your instructions. If we are unable to contact you, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the goods to you at the incorrect (lower) price.

8. SPECIFICATIONS AND GUARANTEE OF GOODS

- 8.1. The goods will at the time of delivery correspond to the description and specification given by us.
- 8.2. Some goods come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the goods.
- 8.3. We guarantee that from despatch and for the period of the warranty, the goods shall be free from material defects. However, this guarantee does not apply to any defect in the goods arising from:
- 8.3.1. fair wear and tear;
- 8.3.2. wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- 8.3.3. if you fail to operate or use the goods in accordance with the user instructions;
- 8.3.4. any alteration or repair by you or by a third party who is not one of our authorised repairers; and
- 8.3.5. any specification provided by you.

9. IF YOU ARE A CONSUMER AND THERE IS A PROBLEM WITH THE GOODS

- 9.1. **How to tell us about problems.** If you have any questions or complaints about the goods, please contact us. You can telephone our customer service team on 0845 226 9394 or by writing to us at sales@TECcare.com or Hannah Way, Gordleton Industrial Park, Lymington, Hampshire SO41 8JD.
- 9.2. **Summary of your legal rights.** We are under a legal duty to supply goods that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the goods. Nothing in these terms will affect your legal rights.

<p>Summary of your key legal rights</p> <p>This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.</p> <p>The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your goods your legal rights entitle you to the following:</p> <p>up to 30 days: if your item is faulty, then you can get a refund.</p> <p>up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.</p> <p>up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.</p>
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- 9.3. **Your obligation to return faulty goods.** If you wish to exercise your legal rights to reject goods you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.

10. DELIVERY OF THE GOODS AND OWNERSHIP

- 10.1. **When we will provide the goods.** We shall advise you, on the date specified, that your goods are ready for collection. Any despatch date advised to you is an estimate only. The Invoice will be raised shortly after you, or your appointed representative, have been informed that the goods are available for collection and should be paid in full within the terms under 7.3 above.
- 10.2. To facilitate delivery, you must, at your expense, make all arrangements necessary to take delivery of the goods. This includes providing all requisite instructions, documents, licences and authorisations required for the supply of the goods and any facilities, access, suitable working conditions and adequate and appropriate equipment and manual labour for unloading the goods at the delivery Address to enable delivery to be carried out.
- 10.3. You shall ensure that you or your representative is present at the delivery of the goods. Acceptance by you or such representative of delivery shall constitute conclusive evidence that you have examined the goods and found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by the Company, you or your duly authorised representative shall sign a receipt confirming such acceptance.
- 10.4. **We are not responsible for delays once the product has left our premises as the Risk in the product has passed to you.** If you are a consumer and there is a risk of substantial delay in the despatch date of your goods you may contact us to end the contract and receive a refund for any goods you have paid for but not received.
- 10.5. If we are not able to despatch the whole of the order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. We will not charge you for any additional shipments over and above the first instalment. However, if you ask us to deliver the order in instalments, you will be responsible for each instalment from the time of despatch. Each instalment shall constitute a separate contract governed by these terms. If we are late despatching an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment or to withhold payment in respect of any instalment previously delivered/serviced.
- 10.6. Delivery of an order shall be completed once the goods are collected from our premises. The goods will be your responsibility from that time.
- 10.7. **When you own the goods.** You own the goods once we have received payment in full.

11. **IF YOU ARE A CONSUMER: YOUR RIGHTS TO END THE CONTRACT, RETURN THE GOODS AND REFUND**

11.1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

11.1.1. **If the goods are faulty or misdescribed.** If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the goods repaired or replaced or to get some or all of your money back), see clause 9 for further information on your rights;

11.1.2. **If you want to end the contract because of something we have done or have told you we are going to do.** If you are ending a contract for a reason set out at clause 11.1.2.1 to 11.1.2.5 below the contract will end immediately and we will refund you in full for any goods which have not been provided and you may also be entitled to compensation. The reasons are:

11.1.2.1. we have told you about an upcoming change to the goods or these terms which you do not agree to;

11.1.2.2. we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed;

11.1.2.3. there is a risk that supply of the goods may be significantly delayed because of events outside our control;

11.1.2.4. we have suspended supply of the goods for technical reasons, or notify you we are going to suspend them for technical reasons; or

11.1.2.5. you have a legal right to end the contract because of something we have done wrong. Your rights are set out in more detail below.

11.1.3. **If you have just changed your mind about the goods (exercising your right to change your mind under the Consumer Contracts Regulations 2013).** You have 14 days starting from the day after the day you (or someone you nominate) receive the goods to change your mind. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods. Your rights are set out in more detail below.

11.2. **In all other cases (ending the contract where we are not at fault and there is no right to change your mind).** If you do not have any other rights to end the contract you can still contact us before it is completed and tell us you want to end it. If you do this the contract will end immediately and we will refund any sums paid by you for goods not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract. Your rights are set out in more detail below.

11.3. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

11.3.1. goods with an expiry date that has expired at the date of cancellation; and

11.3.2. goods received sealed for health protection or hygiene reasons that are unsealed after delivery.

11.4. **How to cancel:** To cancel the contract, in accordance with your legal right to do so, you just need to let us know that you have decided to cancel. You can do this by completing the cancellation form on our website or provided with the goods at delivery. If you use this method we will e-mail you to confirm we have received your cancellation. You can also cancel by contacting us by telephone, post or email. If you are e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. If you post the letter to us, please obtain proof of posting.

11.5. **Returning goods after ending the contract.** If you end the contract for any reason after the goods have been dispatched to you or you have received them, you must return them to us. You must post them back to us or (if they are not suitable for posting) allow us to collect them from you. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

11.6. **When we will pay the costs of return.** We will pay the costs of return:

11.6.1. if the goods are faulty or misdescribed; or

11.6.2. if you are ending the contract because we have told you of an upcoming change to the goods or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

11.7. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

11.7.1. If we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us.

11.7.2. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

11.8. We will refund you using the same method used by you to pay.

11.9. **Deductions from refunds.** If you are exercising your right to change your mind:

11.9.1. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

11.9.2. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of goods within 3-5 days at one cost but you choose to have the goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

12. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

12.1. Nothing in these terms limits or excludes our liability for:

12.1.1. death or personal injury caused by our negligence;

12.1.2. fraud or fraudulent misrepresentation;

12.1.3. breach of the terms implied by section 12 of the Sale of goods Act 1979 (title and quiet possession); or

12.1.4. defective products under the Consumer Protection Act 1987.

12.2. **If you are a business customer:**

12.2.1. We only supply the goods for internal use by your business, and you agree not to use the goods for any resale purposes. This Clause 12.2.1 shall not apply where you are an authorised distributor or reseller for Talley Environmental Care Ltd.

12.2.2. Subject to clause 12.1, we will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise,

arising under or in connection with the contract for: any loss of profits, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity; loss of anticipated savings; loss of goodwill; or any indirect or consequential loss.

12.2.3. Subject to clause 12.1, our total liability to you in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 150% of the price paid for the goods.

12.2.4. Except as expressly stated in these terms, we do not give any representation, warranties or undertakings in relation to the goods. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the goods are suitable for your purposes.

12.2.5. If we agree that you may return goods, they must be in their original condition (unused, undamaged and in original packaging) and accompanied by a return note and proof of purchase. Any return charges must be paid by you and a re-stocking charge of 10% of the product's value (with a minimum of £20.00 + VAT) will be charged for any goods returned through no fault of Talley Environmental Care Ltd.

12.3. **If you are a consumer:**

12.3.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example if you discussed it with us during the sales process.

12.4. **When we are liable for damage to your property.** We will make good any damage to your property caused by us while delivering the goods. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover.

12.4.1. We only supply the goods for domestic and private use. If you use the goods for any commercial, business or resale purposes we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. **EVENTS OUTSIDE OUR CONTROL**

13.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by an event outside our control.

13.2. If an event outside our control takes place that affects the performance of our obligations under these terms we will contact you as soon as reasonably possible to notify you and our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our delivery of goods to you, we will arrange a new despatch date with you after the event outside our control is over.

14. **OTHER IMPORTANT TERMS**

14.1. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you do not need our agreement to transfer the benefit of our guarantee in clause 8.2.

14.2. The contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.3. **Rights under GDPR:** Talley Environmental Care Ltd is aware of individuals' rights under GDPR legislation and we will only use personal information as set out in our Privacy Policy. This policy can be found on our website www.TECcare.com and a printed copy is available on request.

14.4. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.

14.6. **If you are a consumer,** these terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish or the English courts.

14.7. **If you are a business,** these terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English law. We both irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a contract or its subject matter or formation (including non-contractual disputes or claims).