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BACKGROUND:

These Terms of Sale set out the terms on which we sell Goods to our business customers through this website. You must read these Terms of Sale carefully before ordering any Goods from Us. You are bound by these Terms of Sale when you order Goods through Our Site. These Terms of Sale, as amended, apply to all orders placed through Our Site only.

Goods are sold by Us to business customers through Our Site (<<insert address>> ("Our Site"). Please read these Terms of Sale carefully so that you understand them before ordering any Goods from Us. You are required to read and accept these Terms of Sale when you place an Order. You must not agree to comply with and be bound by these Terms of Sale unless you expressly agree to order Goods through Our Site. These Terms of Sale, as amended, apply to all contracts are in the English language

1. Definitions and Interpretation

1.1 In these Terms of Sale, the following expressions have the following meanings:

otherwise requires, the following meanings:

"Contract"

the purchase and sale of Goods, including the purchase of Goods under Clause 7;

"Goods"

Goods sold by Us through Our Site;

"Order"

an Order for Goods;

"Order Confirmation"

the receipt and confirmation of your Order;

"Order Number"

the Order number for your Order; and

"We/Us/Our"

<<insert business name>> [, a company registered in England under <<insert company number>> and whose registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>].

2. Information About Us

2.1 Our Site, <<insert address>> [<<insert business name>>], <<insert company number>> [<<insert VAT number>>] and whose registered address is <<insert registered address>> [Our VAT number is <<insert VAT number>>].

<<insert business name>> [owned and] operated by <<insert business name>> [<<insert company number>>] registered in England under <<insert company number>> and whose registered address is <<insert registered address>> [<<insert VAT number>>] is [<<insert VAT number>>] OR [of] <<insert address>> [<<insert VAT number>>].

2.2 [We are regulated by <<insert regulator(s)>>].

[<<insert regulator(s)>>].

2.3 [We are a member of <<insert association(s) etc.>>].

[<<insert association(s) etc.>>].

2.4 [<<insert further information>>].

3. Access to and Use of Our Site

3.1 Access to Our Site is subject to the terms and conditions set out in these Terms of Sale.

Access to Our Site is subject to the terms and conditions set out in these Terms of Sale.

3.2 It is your responsibility to ensure that you have the necessary arrangements necessary in order to access Our Site.

It is your responsibility to ensure that you have the necessary arrangements necessary in order to access Our Site.

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3.3 Access to Our Site
alter, suspend or
without notice. We
of it) is unavailable

on an "as available" basis. We may
(any part of it) at any time and
in any way if Our Site (or any part
period.

3.4 Use of Our Site is
Please ensure that
them.

the Terms of Use <<insert link>>.
carefully and that you understand

4. **Business Customers and**

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4.1 These Terms of Sale
do not apply to indiv
is, not in connect
profession). [If you
Sale <<insert link>>

omers only. These Terms of Sale
purchasing Goods for personal use (that
their trade, business, craft, or
consult Our Consumer Terms of

4.2 These Terms of Sale
with respect to you
have not relied upon
promise made by o
and that you shall h
negligent misstatem

agreement between Us and you
from Us. You acknowledge that you
presentation, warranty, assurance, or
not set out in these Terms of Sale
or negligent misrepresentation or
ement herein.

5. **[International Customers**

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Please note that We only d

Kingdom.]

6. **Goods, Pricing and Avail**

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6.1 We make all reason
representations of G
Please note, howev

that all descriptions and graphical
s correspond to the actual Goods.

6.1.1 Images of G
slight variati
actual produ
conditions;

the purposes only. There may be
the image of a product and the
es in device displays and lighting

6.1.2 Images and
only, the act

aging are for illustrative purposes
may vary[.] OR [; and]

6.1.3 [Due to the
up to a <<
[capacity,] [
between the

d through Our Site, there may be
. 2>>% variance in the [size,]
ments,] [weight,] of those Goods
description.]

6.2 Please note that s
mistakes due to ne
the correct Goods,
10 if you receive ind

not exclude Our responsibility for
d refers only to minor variations of
together. Please refer to Clause
s that are not as described).

6.3 Where appropriate,
[colour,] [number,]
the Goods that you

select the required [size,] [model,]
or parameters as required>>] of

6.4 We cannot guarant
are [not] provided

ys be available. Stock indications
er such indications <<insert brief

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explanation of why s... be accurate>>.]

6.5 Minor changes may be made to certain Goods between your Order being placed and dispatching the Goods, for example to comply with relevant laws and regulatory requirements, or to address technical or security issues. Any such changes will not change the essential characteristics of the Goods and will not normally affect your order. However, if any change is made that would affect your use of the Goods, the following information will be provided to you.

6.6 [In some cases, as a result of the selection of Goods on Our Site, more significant changes may be made to certain Goods. If any such changes are made and will affect your use of the Goods, we will notify you in writing before the changes take effect, giving you an opportunity to cancel your Order (or the affected part of your Order) and issue a refund for any Goods paid for but not received.

6.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of posting. We reserve the right to change prices and to add, alter, or remove pricing information from time to time and as necessary. [All prices are updated every <<insert interval>>.] Changes in price will be notified to you. If you have already placed (please refer to sub-Clause 6.1).

6.8 All prices are checked for accuracy. In the unlikely event that We have made an error, we will contact you in writing to inform you of the error. If the correct price is lower than that shown when you placed your Order, we will simply charge you the lower amount and continue to process your Order. If the correct price is higher, We will give you the option to accept your Order at the correct price or to cancel your Order (or the affected part of your Order) and issue a refund. If We do not receive a response from you within <<insert interval>>, we will not proceed with processing your Order and we will treat your Order as cancelled and issue a refund for any Goods paid for but not received.

6.9 In the event that the price of Goods ordered changes between your Order being placed and Us taking payment, you will be charged the price in effect at the time of placing your Order.

6.10 Prices on Our Site are shown inclusive of [and inclusive of VAT]. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT will be automatically adjusted when taking payment.

6.11 Delivery charges are shown in the price of Goods displayed on Our Site. For more information, please refer to <<insert location>>. Delivery options are shown on Our Site and are presented to you as part of the order process.

7. **Orders – How Contracts are Made**

7.1 Our Site will guide you through the order process. Before submitting your Order you will be given the opportunity to review your Order and amend it. Please ensure that you review your Order carefully before submitting it.

7.2 If, during the order process, you provide Us with incorrect or incomplete information, please correct it as possible. If We are unable to process your Order due to incomplete information, We will contact you to provide the necessary information.

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agreed or specified events outside of O

ess (subject to delays caused by Clause 12).

9.2 If We are unable to apply:

ne delivery date, the following will

9.2.1 If no one is a the Goods of place nomin to rearrange

address to receive the Goods and with your letterbox [or left in a safe ve a delivery note explaining how ect the Goods;

9.2.2 If you do not time period: proceed. If We will treat happens, yo themselves, reasonable a

rearrange delivery within <<insert u to ask you how you wish to or arrange redelivery or collection, ed and recover the Goods. If this e purchase price of the Goods ery. We may also bill you for any cur in recovering the Goods.

9.3 [In the unlikely even of Our Order Confir Clause 10.1), if any at an end immediat

the Goods within 30 calendar days agreed or specified as under sub- you may treat the Contract as being

9.3.1 We have ref

ds; or

9.3.2 In light of a was essential

s, delivery within that time period

9.3.3 You told Us period was e

ods that delivery within that time

9.4 [If you do not wish circumstances apply fail to meet the new end.]

use 9.3 or if none of the specified (reasonable) delivery date. If We treat the Contract as being at an

9.5 [You may cancel provided that separ reduce their value. and their delivery Please note that if a them to Us or arran the cost of returning

er under sub-Clauses 9.3 or 9.4 our Order would not significantly already paid for cancelled Goods u within <<insert time period>>. delivered to you, you must return ction. In either case, We will bear

9.6 Delivery shall be de address [including provided.

e have delivered the Goods to the alternative address] you have

9.7 Ownership of the G of all sums due (inc

We have received payment in full ivery charges).

9.8 Responsibility for (complete, as define passes to you, as d

will pass to you [when delivery is R [when ownership of the Goods .

9.9 Any refunds due u method that you u request that We ma

e made using the same payment e Goods [unless you specifically ent method].

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10. **Faulty, Damaged or Incomplete Goods**

10.1 We warrant that the Goods, from the date of purchase and thereafter (the "Warranty Period"), shall be free from material defects in design, workmanship or material, as defined in the Sales Agreement by Us.

10.2 If any Goods you have purchased do not comply with the Warranty, and your compliance with the Warranty is not an option,] repair the affected Goods for the price of the affected Goods.

10.2.1 You must give notice of the non-compliance [during the Warranty Period]

10.2.2 You must return the affected Goods to Us at Our expense (see sub-Clause 10.6)

10.2.3 You must give notice of the non-compliance in writing.

10.3 We will not be liable for the return of 10.1 of any Goods if:

10.3.1 You have not given Us written notice of the non-compliance;

10.3.2 The non-compliance is the result of your failure to follow Our instructions for the use, maintenance, installation, storage or, where not applicable, repair of the affected Goods, or, where not applicable, your failure to follow good trade practice with respect to the affected Goods;

10.3.3 The non-compliance is a direct result of any information provided by you (incorrect or incomplete information);

10.3.4 You have made alterations or repairs to the affected Goods; or

10.3.5 The non-compliance is the result of normal wear and tear, deliberate misuse or unsuitable working conditions.

10.4 The terms of this Clause 10 shall apply to any Goods which are repaired or replaced by Us under this Clause 10.

10.5 Except as provided in this Clause 10, we shall have no further liability to you with respect to Goods returned to us under this Clause 10.

10.6 To return Goods to Us under this Clause 10, [please visit the returns page on Our Website] or complete a returns form [and print out a pre-paid return label] and contact Us at <<insert contact details>> to arrange for the return of the affected Goods. We will be fully responsible for the costs of return of the affected Goods, where appropriate.

10.7 Refunds (whether for the full purchase price or a partial refund) shall be issued within <<insert period>> of the date of the return of the affected Goods, if you agree that you are entitled to the refund.

10.8 Any and all refunds shall include all delivery costs paid by you when the affected Goods were purchased.

10.9 Refunds under this Clause 10 will be issued using the same payment method as was used to purchase the affected Goods (B2B).

and for a period of <<insert period>> as described; be free from material defects in design, workmanship or material; be of satisfactory quality (as defined in the Sales Agreement) and be fit for any purpose described in the Sales Agreement.

comply, subject to sub-Clause 10.3.1 to 10.3.3, We shall, at Our option, repair the affected Goods, or issue you with a full refund of the purchase price of the affected Goods. The following conditions shall apply:

of the non-compliance [during the time of discovering it;

on to Us at Our expense (see sub-Clause 10.6)

portunity to examine the Goods in question.

with the provisions of sub-Clause 10.3.1 to 10.3.3, We shall, at Our option, repair the affected Goods, or issue you with a full refund of the purchase price of the affected Goods. The following conditions shall apply:

the affected Goods after giving Us written notice of the non-compliance under sub-Clause 10.2.1;

result of your failure to follow Our instructions for the use, maintenance, installation, storage or, where not applicable, repair of the affected Goods, or, where not applicable, your failure to follow good trade practice with respect to the affected Goods;

a direct result of any information provided by you (incorrect or incomplete information);

terations or repairs to the affected Goods; or

normal wear and tear, deliberate misuse or unsuitable working conditions.

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e 10 will include all delivery costs paid by you when the affected Goods were purchased.

using the same payment method as was used to purchase the affected Goods (B2B).

that you used when
We make a refund u

unless you specifically request that

11. Our Liability

11.1 Subject to sub-Clause 10.1, We shall be liable to you for any loss or damage (including negligence, tort (including negligence), breach of contract, breach of statutory duty, or otherwise, for any loss of profit, loss of business, for any loss of business opportunity, or for consequential loss arising out of or in connection with any such loss or damage) suffered by you in connection with any contract in question, whichever is the greater sum.

liable to you, whether in contract, breach of contract, breach of statutory duty, or otherwise, for any loss of profit, loss of business, for any loss of business opportunity, or for consequential loss arising out of or in connection with any such loss or damage) suffered by you in connection with any contract in question, whichever is the greater sum.

11.2 Subject to sub-Clause 10.1, We shall be liable to you for all other losses arising out of or in connection with any contract in question, whether in contract, tort (including negligence), breach of contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, for any loss of business opportunity, or for consequential loss arising out of or in connection with any such loss or damage) suffered by you in connection with any contract in question, whichever is the greater sum.

liable to you for all other losses arising out of or in connection with any contract in question, whether in contract, tort (including negligence), breach of contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, for any loss of business opportunity, or for consequential loss arising out of or in connection with any such loss or damage) suffered by you in connection with any contract in question, whichever is the greater sum.

11.3 Except to the extent excluded by Sections 13 to 15 of the Sale of Goods Act 1979 and by Sections 3 to 5 of the Supply of Goods and Services Act 1982, the terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 and by Sections 3 to 5 of the Supply of Goods and Services Act 1982 shall be excluded.

Clause 10.1, the terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 and by Sections 3 to 5 of the Supply of Goods and Services Act 1982 shall be excluded.

11.4 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by negligence (including that of Our employees, agents or sub-contractors); for fraudulent misrepresentation; for breach of the terms of the Contract; for breach of the terms of the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982; for defective products under the Consumer Protection Act 1987; or for any other matter in respect of which liability cannot be limited or restricted by law.

Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by negligence (including that of Our employees, agents or sub-contractors); for fraudulent misrepresentation; for breach of the terms of the Contract; for breach of the terms of the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982; for defective products under the Consumer Protection Act 1987; or for any other matter in respect of which liability cannot be limited or restricted by law.

12. Events Outside of Our Control

12.1 We will not be liable for any delay in performing Our obligations where that failure is caused by an event that is beyond Our reasonable control. Such events include, but are not limited to: power failure, internet service provider outage, network outages or other industrial action by third parties, riots, strikes, fire, explosion, flood, storms, earthquakes, subsidence, acts of war (declared, undeclared or threatened), epidemic or other natural disasters, or any other event that is beyond Our reasonable control.

We will not be liable for any delay in performing Our obligations where that failure is caused by an event that is beyond Our reasonable control. Such events include, but are not limited to: power failure, internet service provider outage, network outages or other industrial action by third parties, riots, strikes, fire, explosion, flood, storms, earthquakes, subsidence, acts of war (declared, undeclared or threatened), epidemic or other natural disasters, or any other event that is beyond Our reasonable control.

12.2 If any event described in Clause 12.1 occurs that is likely to adversely affect Our performance under these Terms of Sale:

If any event described in Clause 12.1 occurs that is likely to adversely affect Our performance under these Terms of Sale:

12.2.1 We will inform you as soon as reasonably possible;

We will inform you as soon as reasonably possible;

12.2.2 We will take all reasonable steps to minimise the delay;

We will take all reasonable steps to minimise the delay;

12.2.3 To the extent permitted by law, Our affected obligations under the Contract will be suspended and the performance period will be extended accordingly;

To the extent permitted by law, Our affected obligations under the Contract will be suspended and the performance period will be extended accordingly;

12.2.4 We will inform you as soon as reasonably possible and provide details of the event and the steps we are taking to minimise the delay, where necessary;

outside of Our control is over and above the normal times or availability of Goods as

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14.3.1 [In writing, <insert name and/or position>, <insert address>];]

<insert name and/or position>, <insert

14.3.2 [By email, <insert name and/or position>> at <insert email address>]

<insert name and/or position>> at <insert

14.3.3 [Using Our <insert name and/or position> form;]

g the instructions included with the

14.3.4 [By contacting <insert telephone number> [and choosing option <insert number>]]

<insert telephone number> [and when prompted.]]

15. **How We Use Your Personal Information (Data Protection)**

(Data Protection)

We will only use your personal information as set out in Our Privacy Policy, available from <insert link> [and Our Terms of Sale from <insert link>].

set out in Our Privacy Policy, available from <insert link>].

16. **Other Important Terms**

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16.1 We may transfer (assign) our rights and obligations under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are sold to another company). Your rights and obligations under these Terms of Sale will not be affected and will be transferred to the third party who will remain bound by these Terms of Sale.

and rights under these Terms of Sale to a third party (this may happen, for example, if We are sold to another company). Your rights and obligations under these Terms of Sale will not be affected and will be transferred to the third party who will remain bound by these Terms of Sale.

16.2 You may not transfer (assign) your rights and obligations under these Terms of Sale (and under the Contract) without Our express written permission. We may enforce any provision of these Terms of Sale if <insert reasons>.

rights and obligations under these Terms of Sale (and under the Contract) without Our express written permission. We may enforce any provision of these Terms of Sale if <insert reasons>.

16.3 The Contract is between Us and you. No person or third party will be entitled to enforce any provision of these Terms of Sale.

The Contract is between Us and you. No person or third party will be entitled to enforce any provision of these Terms of Sale.

16.4 If any of the provisions of these Terms of Sale or otherwise unenforceable provision(s) shall be found to be unlawful, invalid or otherwise unenforceable, the remainder of these Terms of Sale shall be valid and enforceable.

If any of the provisions of these Terms of Sale or otherwise unenforceable provision(s) shall be found to be unlawful, invalid or otherwise unenforceable, the remainder of these Terms of Sale shall be valid and enforceable.

16.5 No failure or delay by Us in enforcing any provision of these Terms of Sale means that We will waive any subsequent breach of that provision.

No failure or delay by Us in enforcing any provision of these Terms of Sale means that We will waive any subsequent breach of that provision.

16.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as a result of such changes, We will give you reasonable advance notice of the changes. If you are not happy with the changes, you must return any affected Goods you have purchased within <insert period> of your cancellation and we will arrange for a full refund of the payment method that you used when ordering the Goods. You may specifically request that We make a refund using a different method.

We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as a result of such changes, We will give you reasonable advance notice of the changes. If you are not happy with the changes, you must return any affected Goods you have purchased within <insert period> of your cancellation and we will arrange for a full refund of the payment method that you used when ordering the Goods. You may specifically request that We make a refund using a different method.

17. **Law and Jurisdiction**

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17.1 These Terms of Sale constitute the entire agreement between you and Us (whether

constitute the entire agreement between you and Us (whether

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contractual or other
with, English law.

17.2 Any disputes conce
and Us, or any ma
contractual or othe
courts of England a

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by, and construed in accordance

ale, the relationship between you
or associated therewith (whether
o the exclusive jurisdiction of the