

## BACKGROUND:

These Terms of Sale set out the conditions of sale for Goods sold to 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 from Us. These Terms of Sale, as well as our Privacy Policy, are in the English language only.

### 1. Definitions and Interpretation

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

“Contract”

“Goods”

“Order”

“Order Confirmation”

“Order Number”

“We/Us/Our”

### 2. Information About Us

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

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

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

2.4 [<<insert further information>>].

### 3. Access to and Use of Our Site

3.1 Access to Our Site is free of charge.

3.2 It is your responsibility to make the necessary arrangements necessary in order to access Our Site.

Goods are sold by Us to business customers through this website (<<insert address>> (“Our Site”). Please read these Terms of Sale carefully before ordering any Goods from Us. You are required to read and accept these Terms of Sale when you order Goods from Us. You are not agree to comply with and be bound by these Terms of Sale when you order Goods through Our Site. These Terms of Sale, as well as our Privacy Policy, are in the English language only.

otherwise requires, the following definitions shall apply:

“Contract” means the purchase and sale of Goods, whether or not in writing; and

“Goods” means any tangible movable property sold by Us through Our Site;

“Order” means an order for Goods;

“Order Confirmation” means the receipt and confirmation of your order;

“Order Number” means the number for your Order; and

“We/Us/Our” means <<insert business name>> [, a company registered in England under <<insert company number>>] whose registered address is <<insert registered address>> and whose main trading address is <<insert main trading address>>].

[We are owned and] operated by <<insert business name>> [a company registered in England under <<insert company number>>] whose registered address is <<insert registered address>> and whose main trading address is <<insert main trading address>>].

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

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

It is your responsibility to make the necessary arrangements necessary in order to access Our Site.

- 3.3 Access to Our Site is provided on an “as available” basis. We may alter, suspend or discontinue (or any part of it) at any time and without notice. We do not warrant in any way if Our Site (or any part of it) is unavailable for any period.
- 3.4 Use of Our Site is subject to the Terms of Use <<insert link>>. Please ensure that you read them carefully and that you understand them.
4. **Business Customers and Suppliers**
- 4.1 These Terms of Sale apply to Business Customers only. These Terms of Sale do not apply to individuals purchasing Goods for personal use (that is, not in connection with their trade, business, craft, or profession). [If you are a Business Customer, please consult Our Consumer Terms of Sale <<insert link>>].
- 4.2 These Terms of Sale constitute the entire agreement between Us and you with respect to your purchase of Goods from Us. You acknowledge that you have not relied upon any representation, warranty, assurance, or promise made by or for Us, and that you shall hold Us harmless from or negligent misstatement or omission herein.
5. **[International Customers]**
- Please note that We only deliver Goods to the United Kingdom.]
6. **Goods, Pricing and Availability**
- 6.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods correspond to the actual Goods. Please note, however, that:
- 6.1.1 Images of Goods are for illustrative purposes only. There may be slight variations between the image of a product and the actual product due to differences in device displays and lighting conditions;
- 6.1.2 Images and descriptions are for illustrative purposes only, the actual Goods may vary[.] **OR** [; and]
- 6.1.3 [Due to the nature of the Goods, there may be up to a <<insert brief description of variance>>% variance in the [size,] [weight,] [capacity,] [volume,] [length,] [width,] [height,] [depth,] [area,] [volume,] [capacity,] [weight,] of those Goods between the description and the actual Goods.]
- 6.2 Please note that we do not exclude Our responsibility for mistakes due to negligence and refers only to minor variations of the correct Goods, taken together. Please refer to Clause 10 if you receive incorrect Goods that are not as described).
- 6.3 Where appropriate, you may be required to select the required [size,] [model,] [colour,] [number,] [type,] [material,] or parameters as required>>] of the Goods that you purchase.
- 6.4 We cannot guarantee that Goods will always be available. Stock indications are [not] provided for such indications <<insert brief

- 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 relevant 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 the use of the Goods, we will notify you in writing before the changes take effect and give you an opportunity to cancel your Order and we will 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 placing your Order. We reserve the right to change prices and to add, alter, or remove pricing information at any 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 see clause 6.11).
- 6.8 All prices are checked at the time of placing your Order. In the unlikely event that We have made a pricing 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 price. If the correct price is higher, We will give you the option to accept the Goods at the correct price or to cancel your Order (or the option to accept the Goods at the correct price or to cancel your Order in this case will only be available if you notify us within <<insert interval>> from you within <<insert interval>>). If We do not receive a response within <<insert interval>>, we will treat your Order as cancelled and we will not process your Order.
- 6.9 In the event that the price of the Goods ordered changes between your Order being placed and Us taking payment, you will be charged the price of the Goods 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 on Our Site. For more information, please refer to <<insert location>>. Delivery options and costs will be presented to you as part of the ordering process.
7. **Orders – How Contracts are Made**
- 7.1 Our Site will guide you through the ordering 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 ordering process, you provide Us with incorrect or incomplete information, please correct it as soon as possible. If We are unable to process your Order due to incomplete information, We will contact you to provide the missing information.

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you to ask to correct the information within a reasonable time and treat the Contract as if your incorrect or incomplete information had not been provided.

Give Us the accurate or complete information requested. If, at our request, We will cancel your Order and We incur any costs as a result of your incorrect or incomplete information, We may pass those costs on to you.

- 7.3 No part of Our Site or any part of Our Order constitutes an offer capable of acceptance. Your Order constitutes an offer that We may, at Our sole discretion, accept. [Our acknowledgment of your Order does not mean that We have accepted your Order.] We have accepted your Order. Order Confirmation. Order Confirmation will be the contract between Us and you.

equal offer capable of acceptance. at We may, at Our sole discretion, of your Order does not mean that indicated by Us sending you an e We have sent you an Order contract between Us and you.

- 7.4 Order Confirmations

ing information:

7.4.1 Your Order

7.4.2 Confirmation including full details of the main characteristics of the Goods

including full details of the main

7.4.3 Fully itemised list of Goods ordered including, where appropriate, any additional charges;

oods ordered including, where additional charges;

7.4.4 Estimated delivery date(s);

s)];

7.4.5 <<insert additional information>>.

quired>>.

- 7.5 [We will also include the Goods].

ne Order Confirmation with your

- 7.6 In the unlikely event that We cannot fulfil your Order for any reason, We will exp

or cannot fulfil your Order for any payment will be taken under normal any such sums will be refunded to you as soon as possible within <<insert period>>.

- 7.7 Any refunds due under the method that you used to make the payment request that We make

made using the same payment method Goods [unless you specifically request that We make

## 8. Payment

- 8.1 Payment for Goods must be made in advance and you will be required to use your chosen payment method.

charges must always be made in advance during the order process. Your payment must be made in full until We dispatch your Goods.

- 8.2 Payment must be made in full, without any set-off, counterclaim, deduction or withholding of tax is

our Order, without any set-off, except where any deduction or

- 8.3 We accept the following payment methods on Our Site:

t on Our Site:

8.3.1 <<insert payment method>>

8.3.2 <<insert payment method>>

8.3.3 <<insert payment method>>

8.3.4 <<add further payment methods>>

quired>>;

## 9. Delivery, Risk and Ownership

- 9.1 All Goods purchased on Our Site will be delivered within 30 calendar days after

normally be delivered within 30 calendar days after Confirmation unless otherwise

- agreed or specified or events outside of Our Order Confirmation (subject to delays caused by Clause 12).
- 9.2 If We are unable to deliver the Goods by the delivery date, the following will apply:
- 9.2.1 If no one is available to receive the Goods or the Goods are delivered to a place nominally correct but cannot be delivered to rearrange delivery within <<insert time period>> you to ask you how you wish to proceed. If you do not respond, We will treat the Goods as undelivered and recover the Goods. If this happens, you must return the Goods at your own expense. We may also bill you for any costs incurred in recovering the Goods.
- 9.2.2 If you do not respond to our request to rearrange delivery within <<insert time period>> you to ask you how you wish to proceed. If you do not respond, We will treat the Goods as undelivered and recover the Goods. If this happens, you must return the Goods at your own expense. We may also bill you for any costs incurred in recovering the Goods.
- 9.3 [In the unlikely event that We fail to deliver the Goods within 30 calendar days of Our Order Confirmation (or the delivery date agreed or specified as under sub-Clause 10.1), if any of the following circumstances apply, you may treat the Contract as being terminated and request a refund of the purchase price of the Goods:
- 9.3.1 We have refused to deliver the Goods; or
- 9.3.2 In light of a change in circumstances, delivery within that time period was essential to your business; or
- 9.3.3 You told Us that delivery within that time period was essential to your business.
- 9.4 [If you do not wish to accept the Goods under Clause 9.3 or if none of the specified circumstances apply, you may still treat the Contract as being terminated and request a refund of the purchase price of the Goods (reasonable) delivery date. If We fail to meet the new delivery date, you may treat the Contract as being terminated and request a refund of the purchase price of the Goods.
- 9.5 [You may cancel the Contract under sub-Clauses 9.3 or 9.4 and request a refund of the purchase price of the Goods provided that separate arrangements are made for the Goods already paid for cancelled Goods and their delivery. You must return the Goods to Us within <<insert time period>>. Please note that if a refund is requested, you must return the Goods to Us or arrange for their collection. In either case, We will bear the cost of returning the Goods to Us.
- 9.6 Delivery shall be deemed to have occurred when We have delivered the Goods to the address [including any alternative address] you have provided.
- 9.7 Ownership of the Goods will pass to you when We have received payment in full of all sums due (including any delivery charges).
- 9.8 Responsibility for the Goods will pass to you [when delivery is complete, as defined in Clause 10.1] or when ownership of the Goods passes to you, as defined in Clause 10.1.
- 9.9 Any refunds due under this Clause shall be made using the same payment method that you used to purchase the Goods [unless you specifically request that We make a refund by a different method].

10. **Faulty, Damaged or Incomplete**

- 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 materials, and shall be of satisfactory quality (as defined in the Sale of Goods Act 1979) and be fit for any purpose described by Us.
- 10.2 If any Goods you have purchased do not comply, subject to sub-Clause 10.3, with the provisions of sub-Clause 10.2.1 to 10.2.3, We shall, at Our option, repair the affected Goods, replace them, or issue you with a full refund. The following conditions shall apply:
- 10.2.1 You must give notice of the non-compliance [during the Warranty Period or within a reasonable time of discovering it;
- 10.2.2 You must return the Goods to Us at Our expense (see sub-Clause 10.6);
- 10.2.3 You must give Us an opportunity to examine the Goods in question.
- 10.3 We will not be liable for the return 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 use, maintenance, installation, storage or repair, or the result of [appropriate] of the affected Goods; or, where no instructions are provided, your failure to follow good trade practice with respect to the use of the Goods;
- 10.3.3 The non-compliance is a direct result of any information provided by you to Us;
- 10.3.4 You have modified the 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 not 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, you must visit the returns page on Our website, or contact Us at <<insert contact details>> to arrange for the return of the Goods. We will be fully responsible for the costs of return of the Goods, where appropriate.
- 10.7 Refunds (whether in cash or by credit) shall be issued within <<insert period>> of the date of the refund.
- 10.8 Any and all refunds shall include all delivery costs paid by you when the Goods were purchased.
- 10.9 Refunds under this Clause 10 will be issued using the same payment method as was used to purchase the Goods.

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12.2.5 If the event continues for more than <<insert time period>> [and continues for more than <<insert time period>>] after the date on which the Contract is cancelled and you wish to cancel the Contract as a result of that cancellation, you will be paid a refund of the amount paid by you as a result of that cancellation as soon as is reasonably possible and in any event within <<insert time period>> of the date on which the Contract is cancelled and you wish to cancel the Contract as a result of that cancellation, using the same payment method that you used when you ordered the Goods [unless you specifically request that We make a refund using a different method];

continues for more than <<insert time period>> [and continues for more than <<insert time period>>] after the date on which the Contract is cancelled and you wish to cancel the Contract as a result of that cancellation, you will be paid a refund of the amount paid by you as a result of that cancellation as soon as is reasonably possible and in any event within <<insert time period>> of the date on which the Contract is cancelled and you wish to cancel the Contract as a result of that cancellation, using the same payment method that you used when you ordered the Goods [unless you specifically request that We make a refund using a different method];

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12.2.6 If an event occurs [and continues for more than <<insert time period>>] after the date on which the Contract is cancelled and you wish to cancel the Contract as a result of that cancellation, you will be paid a refund of the amount paid by you as a result of that cancellation as soon as is reasonably possible and in any event within <<insert time period>> of the date on which the Contract is cancelled and you wish to cancel the Contract as a result of that cancellation, using the same payment method that you used when you ordered the Goods [unless you specifically request that We make a refund using a different method];

occurs [and continues for more than <<insert time period>>] after the date on which the Contract is cancelled and you wish to cancel the Contract as a result of that cancellation, you will be paid a refund of the amount paid by you as a result of that cancellation as soon as is reasonably possible and in any event within <<insert time period>> of the date on which the Contract is cancelled and you wish to cancel the Contract as a result of that cancellation, using the same payment method that you used when you ordered the Goods [unless you specifically request that We make a refund using a different method];

Telephone: <<insert telephone number>>;

er>>;

Email: <<insert email address>>;

Post: <<insert postal address>>;

In each case, we will refund you the amount paid by you as a result of such cancellation as soon as is reasonably possible and in any event within <<insert time period>> of the date on which the Contract is cancelled and you wish to cancel the Contract as a result of that cancellation, using the same payment method that you used when you ordered the Goods [unless you specifically request that We make a refund using a different method].

your name, address, email address, telephone number, and any other information that you have provided to us. Any refunds due to you as a result of such cancellation will be made to you as soon as is reasonably possible and in any event within <<insert time period>> of the date on which the Contract is cancelled and you wish to cancel the Contract as a result of that cancellation, using the same payment method that you used when ordering the Goods [unless you specifically request that We make a refund using a different method].

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### 13. Communication and Contact

13.1 If you wish to contact Us, you may do so by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

For questions or complaints, you may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

13.2 For matters relating to the Goods, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

For matters relating to the Goods, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

13.3 For matters relating to the Terms and Conditions, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

For matters relating to the Terms and Conditions, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

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### 14. Complaints and Feedback

14.1 We always welcome your feedback and comments, and we will always use your experience as a customer of Us to improve our services. Our aim is to hear from you if you have any comments, suggestions, or complaints.

We always welcome your feedback and comments, and we will always use your experience as a customer of Us to improve our services. Our aim is to hear from you if you have any comments, suggestions, or complaints.

14.2 All complaints are handled in accordance with Our complaints handling policy, which is available at <<insert location>> and <<insert location>>.

All complaints are handled in accordance with Our complaints handling policy, which is available at <<insert location>> and <<insert location>>.

14.3 If you wish to give Us feedback, please contact Us in one of the following ways:

If you wish to give Us feedback, please contact Us in one of the following ways:

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

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

14.3.3 [Using Our <insert name and/or position>> following the instructions included with the form;]

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

## 15. How We Use Your Personal Information (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].

## 16. Other Important Terms

16.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are sold or our business is sold). If this occurs, you will be informed by Us in writing. Your obligations and rights under the Terms of Sale will not be affected and will be transferred to the third party who will remain bound by the Terms of Sale.

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

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

16.4 If any of the provisions of the Contract are found to be unlawful, invalid or otherwise unenforceable by a court of law or other authority, that / those provision(s) shall be severed from the Contract and the remainder of these Terms of Sale shall be valid and enforceable.

16.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We will waive any provision of the Contract and no waiver by Us of a breach of any provision of the Contract 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, 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 must specifically request that We make a refund using a different method than the one used for the original purchase.

## 17. Law and Jurisdiction

17.1 These Terms of Sale shall be governed by the law of <insert jurisdiction>> between you and Us (whether

contractual or other  
with, English law.

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

by, and construed in accordance

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

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