

Terms and Conditions for the supply of Goods

“Us”, “Our”, “We” means Reddiplex Limited (company registration number 05104548) of The Furlong, Droitwich, Worcestershire, WR9 9BG. Our VAT number is 488055709.

You can contact us by telephoning our customer service team at 01905 795432 or by writing to Us at info@reddiplex.com and The Furlong, Berry Hill Industrial Estate, Droitwich, Worcs, WR9 9BG. You are the person, firm or company who purchases any product from Us (“You”, “Your”). If We have to contact You, We will do so by telephone or by writing to You at the email address provided to Us in your Order.

1. DEFINITIONS

1.1 in these Conditions, the following definitions apply:

Business Customer:	a customer who is not a Consumer.
Business Day:	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
Conditions:	the terms and conditions set out in this document.
Consumer:	a person who purchases any Goods wholly or mainly for personal use and is not acting for the purposes of or in connection with their trade, business, craft or profession.
Contract:	the contract between Us and You for the sale and purchase of the Goods in accordance with these Conditions.
Force Majeure Event:	has the meaning given in clause 14.
Goods:	the goods (or any part of them) subject to the Contract.
Order:	Your order for the Goods.
Parties:	the parties to the Contract and “party” means either of them.
Quote:	the quote for the Goods, provided by Us and sent to You.
Specification:	any specification for the Goods, including any related plans and drawings, that is agreed in writing by You and Us.
Tax:	all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction, and any penalty, fine, surcharge, interest, charges or costs relating thereto.
VAT:	value added tax chargeable under the Value Added Tax Act 1994

1.2 Business Customers and Consumers:

Some of these Conditions apply to Consumers only; some apply to Business Customers only. Those terms are marked as such. All other terms apply to all customers. If You are a Consumer, You have certain statutory rights under these Conditions. Words in italic type are legal words which clarify, rather than alter, the meaning of the relevant clause.

- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a party includes its successors or permitted assigns.
- 1.5 A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.6 A reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by You to purchase the Goods in accordance with these Conditions. You are responsible for ensuring that the terms of the Order and any Specification submitted by You are complete and accurate.
- 2.2 The Order shall only be deemed to be accepted when We issue a written acceptance of the Order or on the dispatch of the Goods to You (whichever is earlier), at which point the Contract shall come into existence.
- 2.3 **Business Customers:**

These Conditions constitute the entire agreement between Us in relation to Your purchase of the Goods. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in these Conditions and that You shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.
- 2.4 Any samples, drawings, descriptive matter, or advertising produced by Us and any descriptions or illustrations contained in Our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 A quotation for the Goods given by Us shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue unless otherwise stated in writing.

3. PRICE

- 3.1 The price of the Goods shall be the price set out in the Quote, or, if no price is quoted, the price set out in Our published price list in force as at the date of delivery.
- 3.2 The price set out in the Quote excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
- 3.3 The price quoted excludes delivery (unless otherwise stated in the Quote).
- 3.4 The costs of delivery will be confirmed to You either at quotation, at the checkout point on Our website, via a sales order acknowledgement, or upon enquiry with Our sales administration team.
- 3.5 **Business customers:** rates of Tax and duties on the Goods will be those applying at the time of delivery.
- 3.6 **Business customers:** at any time before delivery We may adjust the price to reflect any increase in Our costs of supplying the Goods. However, We shall supply written notice of this should it be applicable to You.
- 3.7 It is always possible that, despite our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices before accepting Your order so that, where the product's correct price at Your Order date is less than Our stated price at Your order date, we will charge the lower amount. If the product's correct price at Your order date is higher than the price stated to You, We will contact you for Your instructions before We accept your Order. If We accept and process Your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by You as a mispricing, We may end the Contract, refund You any sums You have paid and require the return of any goods provided to You.

4. DELIVERY

- 4.1 We shall deliver the Goods to the location set out in the Quote or such other location as We may agree with You ("Delivery Location") as follows:
- 4.1.1 **Business Customers:** at any time after We notify You that the Goods are ready.
- 4.1.2 **Consumers:** as soon as practicably possible and within 30 days of accepting Your Order unless We contact You within 30 days of accepting Your Order to agree an alternative delivery date.
- 4.2 Where reasonably practical, We shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant reference numbers (if any), the type and quantity of the Goods and, if the Order is being delivered by instalments, the outstanding balance of the Goods remaining to be delivered.
- 4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location, being either:
- 4.3.1 at Our premises (if You are collecting the Goods or arranging Your own carriage); or
- 4.3.2 at Your premises or address as specified by You (if We are arranging carriage) in the Order.
- 4.4 Any dates quoted for delivery are approximate only, and time for delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 You must inspect the Goods on delivery and sign the delivery note provided (if any) and endorse the delivery note with details of any visible damage observed. If any Goods are damaged or not delivered, You must write to tell Us within 3 Business Days of delivery or the expected delivery time. You must give Us (and any carrier) a fair chance to inspect the damaged Goods.
- 4.6 **Consumers:** If Our supply of the Goods is delayed by an event outside Our control then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event, but if there is a risk of substantial delay You may contact us to end the contract and receive a refund for any Goods You have paid for but not received.
- 4.7 **Consumers:** If You have asked to collect the Goods from Our premises, You can collect them from Us at any time during Our office hours from Monday to Friday (inclusive) but excluding public holidays.
- 4.8 **Consumers:** If no one is available at Your address to take delivery and the Goods cannot be delivered, Our carrier will leave instructions informing You of how to rearrange delivery.
- 4.9 **Consumers:** If You do not collect the Goods from Us as arranged or if repeated delivery attempts fail, then We will contact You for further instructions and may charge You for storage costs and any further delivery costs. If, despite Our reasonable efforts, We are unable to contact You or re-arrange delivery or collection we may end the contract and clause 4.10 will apply.
- 4.10 **Consumers:** If We end the Contract because You have broken the Contract, 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.
- 4.11 **Business Customers:** If We fail to deliver the Goods within a reasonable time, You may (by informing Us in writing) cancel the Contract, however:
- 4.11.1 You may not cancel if We receive Your notice after the Goods have been dispatched; and

- 4.11.2 if You cancel the Contract, You can have no further claim against Us under that Contract.
- 4.12 **Business Customers:** If You accept delivery of the Goods after the estimated delivery time, it will be on the basis that You have no claim against Us for delay (including indirect or consequential loss, or increase in the price of the Goods).
- 4.13 **Business Customers:** We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle You to cancel any other instalment.
- 4.14 **Business Customers:** We may decline to deliver the Goods if:
- 4.14.1 We believe that it would be unsafe, unlawful or unreasonably difficult to do so;
- 4.14.2 the premises (or the access to them) are unsuitable for Our vehicle; or
- 4.14.3 You have not complied with Your payment obligations set out in clause 6.
- 4.15 **Business Customers:** We may deliver in quantities of 10% more or less than the quantity ordered and charge You for the quantity actually delivered. You shall not be entitled to reject the whole of the consignment if there is a variation in quantity.
- 4.16 **Business Customers:** If, 10 Business Days after the day on which We notified You that the Goods were ready for delivery You have not accepted delivery of them, We may dispose of, or deliver the Goods to You and invoice You for those Goods at the full sales value, unless We are able to resell the Goods or by prior written agreement between Us and You.

5. RISK

- 5.1 The risk in the Goods shall pass to You on completion of delivery in accordance with clause 4.

6. PAYMENT TERMS

- 6.1 You are to pay Us in cash or in cleared funds on / prior to delivery, unless You have an approved credit account. Payment shall be made to the bank account nominated in writing by Us and the time of the payment is of the essence.
- 6.2 **Business customers:** If You have an approved credit account, payment is due no later than 30 days after the date of Our invoice unless otherwise agreed in writing.
- 6.3 If You fail to pay Us in full on the due date We may:
- 6.3.1 suspend or cancel future deliveries;
- 6.3.2 cancel any discount offered to You;
- 6.3.3 charge You interest on the overdue amount at the rate of 3% a year above the base lending rate of National Westminster Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay Us interest together with any overdue amount, or where the Late Payment of Commercial Debts (Interest) Act 1998 applies, the rate of interest will be at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998 ("Act");
- a. calculated (on a daily basis) from the date of Our invoice until payment;
- b. compounded on the first day of each month; and
- c. before and after any judgment (unless a court orders otherwise);
- 6.3.4 claim fixed sum compensation from You under s.5A of the Act to cover Our credit control overhead costs;
- 6.3.5 recover (under clause 6.7) the cost of taking legal action to make You pay.
- 6.4 If You have an approved credit account We may withdraw it or reduce Your credit limit or bring forward Your due date for payment. We may take any of these actions at any time.
- 6.5 **Business Customers:** you must pay all amounts due to us under these Conditions in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of Tax as required by law).
- 6.6 **Business Customers:** While You owe money to Us, We have a right to keep any property We may hold of Yours until You have paid Us in full (a lien).
- 6.7 **Business Customers:** You are to indemnify Us in full and hold Us harmless from all expenses and liabilities We may incur (directly or indirectly and including finance costs and legal costs on a full indemnity basis) following any breach by You of any of Your obligations under these Conditions.
- 6.8 **Consumers:** Clause 4.10 applies if You breach the Contract.
- 6.9 If You think an invoice is wrong please contact Us promptly to let Us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved, We will charge You interest on correctly invoiced sums from the original due date.

7. TITLE

- 7.1 **Consumers:** You own the Goods once we have received payment in full.
- 7.2 **Business Customers:**
- 7.2.1 Title to the Goods shall not pass to You until We receive payment in full (in cash or cleared funds) for the Goods in accordance with clause 6.

- 7.3 Until title to the Goods has passed to You, You shall:
- 7.3.1 store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;
- 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 7.3.4 notify Us immediately if You become subject to any of the events listed in clause 13.4; and
- 7.3.5 give Us such information relating to the Goods as We may require from time to time.
- 7.4 If before title to the Goods passes to You, You become the subject to any of the events listed in clause 13.4, then, without limiting any other right or remedy We may have:
- 7.4.1 Your right to resell the Goods or use them in the ordinary course of Your business ceases immediately; and
- 7.4.2 We may at any time: a. require You to deliver up all Goods in Your possession or under Your control, which have not been resold or irrevocably incorporated into another product; and b. if You fail to do so promptly, enter any premises of Yours or of any third party where the Goods are stored in order to recover them.
- 7.4.3 You must store the Goods so that they are clearly identifiable as Our property; and
- 7.4.4 You must insure the Goods (against the risks for which a prudent owner would insure them) and hold the policy on trust for Us.
- 7.5 **Business customers:** You must inform Us (in writing) immediately if You become subject to any of the events listed in clause 13.4.
- 7.6 **Business customers:** if Your right to use and sell the Goods ends you must allow Us to remove the Goods.
- 7.7 **Business customers:** We have Your permission to enter any premises where the Goods may be stored:
- 7.7.1 at any time, to inspect them; and
- 7.7.2 after Your right to use and sell them has ended, to remove them, using reasonable force if necessary.
- 7.8 Despite Our retention of title to the Goods, We have the right to take legal proceedings to recover the price of Goods supplied should You not pay Us by the due date.

8. WARRANTIES

- 8.1 We warrant that on completion of delivery in accordance with clause 4 and for a period of [12] months from the date of delivery, the Goods shall:
- 8.1.1 comply in all material respects with the description of the Goods comprised in the Quote (and any relevant Specification); and
- 8.1.2 be free from material defects in design, material and workmanship.
- 8.2 **Business customers:** We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the Goods or their fitness for any purpose.
- 8.3 **Consumers:** the warranty set out in clause 8.1 is in addition to Your statutory rights. We are under a legal duty to supply Goods that are in conformity with this Contract. See below for a summary of Your key legal rights in relation to the Goods. Nothing in these Conditions will affect your legal rights. Summary of your key legal rights
- 8.3.1 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.
- 8.3.2 The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of Your Goods Your legal rights entitle You to the following:
- a. up to 30 days: if Your Goods are faulty, then You can get an immediate refund.
- b. up to six months: if Your goods can't be repaired or replaced, then You're entitled to a full refund, in most cases.
- c. up to six years: if Your Goods do not last a reasonable length of time You may be entitled to some money back.
- 8.3.3 For most Goods bought online, over the telephone or by exchange of emails. You have a legal right to change Your mind within 14 days and receive a refund (see clause 13.11).
- 8.4 **Business Customers:** Subject to clause 8.7, if You believe that We have delivered Goods which are defective in material or workmanship, You must:
- 8.4.1 inform Us (in writing), with full details, as soon as possible; and
- 8.4.2 allow Us to investigate (We may need access to Your premises and/or samples of the Goods).
- 8.5 **Business Customers:** If the Goods are found to be defective in material or workmanship (following Our investigations), and You have complied with the provisions of clause 8.4 in full, We will (at Our option) replace the defective Goods or refund the price of the defective Goods in full.
- 8.6 **Business Customers:** We shall not be liable for Goods' failure to comply with the warranty set out in clause 8.1 in any of the following events:
- 8.6.1 You make any further use of such Goods after giving notice in accordance with clause 8.4;
- 8.6.2 the defect arises because You failed to follow Our instructions as to the storage, commissioning, installation, use and

- 8.6.3 maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 8.6.4 the defect arises as a result of Us following any drawing, design or Specification supplied by You;
- 8.6.4 You alter or repair such Goods without Our written consent;
- 8.6.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 8.6.6 the Goods differ from their description (or where applicable, any Specification) as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 8.7 **Business Customers:** We are not liable for any other loss or damage arising from the Contract or the supply of Goods or their use, even if We are negligent, including (as examples only);
- 8.7.1 direct financial loss, loss of profits or loss of use; and
- 8.7.2 indirect or consequential loss. 8.8 These Conditions shall apply to any repaired or replacement Goods supplied by Us.

9. SPECIFICATION

- 9.1 If We prepare the Goods in accordance with any Specifications, You must ensure that:
- 9.1.1 the Specifications are accurate;
- 9.1.2 Goods prepared in accordance with those Specifications will be fit for the purpose for which You intend to use them;
- 9.1.3 the Specifications will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation; and
- 9.1.4 the Goods conform to any applicable safety or statutory requirements.
- 9.2 We reserve the right;
- 9.2.1 to make any changes in the specifications of Our Goods that are necessary to ensure they conform to any applicable safety or statutory requirements from time to time; and
- 9.2.2 to make without notice any minor modifications in Our specifications We think necessary or desirable.
- 9.3 Any financial contribution You make towards tooling is only a contribution. You retain no rights, intellectual property rights or otherwise in the tool. Even if the tool is created specifically for Your needs You do not hold or retain any rights in the property.
- 9.4 **Business Customers:** We make every effort to ensure the accuracy of advice and recommendations We may make available to You but We shall not be responsible or liable in any way for any loss or damage that arises out of the information We may supply and which You choose to act on.
- 9.5 **Business Customers:** To the extent that the Goods are to be manufactured in accordance with a Specification supplied by You, You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Us in connection with any claim made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Our use of the Specification. This clause 9.5 shall survive termination of the Contract. If a payment due from You under this clause is subject to Tax (whether by way of direct assessment or withholding at its source), We shall be entitled to receive from You such amounts as shall ensure that the net receipt, after Tax, to Us in respect of the payment is the same as it would have been were the payment not subject to Tax.
- 9.6 **Consumers:** If We are making the Goods to measurements You have given Us You are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on Our website or by contacting Us.

10. LIMITATION OF LIABILITY

- 10.1 **Business Customers:** Nothing in these Conditions shall limit or exclude Our liability for:
- 10.1.1 death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
- 10.1.2 fraud or fraudulent misrepresentation;
- 10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 10.1.4 defective products under the Consumer Protection Act 1987;
- 10.1.5 or any matter in respect of which it would be unlawful for Us to exclude or restrict liability.
- 10.2 **Business Customers:** Subject to clause 10.1:
- 10.2.1 We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 10.2.2 Our total liability to You in respect of all other 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 £10,000,000.
- 10.3 **Consumers:** We are responsible to You for foreseeable loss and damage caused by Us. If we fail to comply with these Conditions, 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.

- 10.4 **Consumers:** We do not exclude or limit in any way our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of Our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights in relation to the Goods (as summarised at clause 8.3) including the right to receive Goods which are as described and match information We provided to You and any sample or model seen or examined by You; of satisfactory quality; fit for any particular purpose made known to Us; supplied with reasonable skill and care [and, where installed by Us, correctly installed]; and for defective Goods under the Consumer Protection Act 1987.
- 10.5 **[Consumers:** If We are providing services in Your property, We will make good any damage to Your property caused by Us while doing so. However, We are not responsible for the cost of repairing any pre-existing faults or damage to Your property that We discover while providing any such services.]
- 10.6 **Consumers:** We only supply the Goods to You for domestic and private use. If You use the Goods for any commercial, business or re-sale purpose, our liability to You will be limited as set out in clauses 10.1 and 10.2 above.

11. RETURN OF GOODS

- 11.1 Business Customers: We will accept the return of Goods from You within a period of 28 days commencing on the date of delivery, only:
- 11.1.1 by prior arrangement (confirmed by Us in writing);
- 11.1.2 on payment of an agreed handling charge (unless the Goods were defective when delivered);
- 11.1.3 and where the Goods are as fit for sale on their return as they were on delivery.
- 11.2 **Consumers:** If you wish to exercise Your legal rights to reject Goods, You must either return them in person to Us, post them back to Us or (if they are not suitable for posting) allow Us to collect them from You. Where clause 13.11.7 applies, We will pay the costs of postage or collection. Please call customer services on 01905 795432 or email Us at info@reddiplex.com to arrange collection.

12. EXPORT TERMS

- 12.1 Clause 12 of these Conditions applies (except to the extent that it is inconsistent with any written agreement between Us and You) where We supply the Goods over an international boarder or overseas.
- 12.2 The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the Contract is made apply to exports, but these Conditions prevail to the extent that there is any inconsistency.
- 12.3 Unless otherwise agreed in writing, the Goods are supplied ex works Our place of manufacture.
- 12.4 Where the Goods are to be sent by Us to You by a route including sea transport We are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.
- 12.5 We are not liable for death or personal injury arising from the use of the Goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).

13. TERMINATION

- 13.1 **Business Customers:** You may not cancel the Contract unless We agree in writing (and clauses 4.11.2 and 13.2 then apply).
- 13.2 **Business Customers:** If the Contract is cancelled (for any reason) You are then to pay Us for all stock (finished or unfinished) that We may then hold (or to which We are committed) for the Contract.
- 13.3 **Business Customers:** If You become subject to any of the events listed in clause 13.4, We may terminate the Contract with immediate effect by giving written notice to You.
- 13.4 **Business Customers:** For the purposes of clause 13.3, the relevant events are:
- 13.4.1 You suspend or threaten to suspend, payment of Your debts, or are unable to pay Your debts as they fall due or admit inability to pay Your debts, or (being a company or limited liability partnership) are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay Your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply;
- 13.4.2 You commence negotiations with all or any class of Your creditors with a view to rescheduling any of Your debts, or make a proposal for or enter into any compromise or arrangement with Your creditors;
- 13.4.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with Your winding up;
- 13.4.4 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over You;
- 13.4.5 (being a company) the holder of a qualifying floating charge over Your assets has become entitled to appoint or has appointed an administrative receiver;
- 13.4.6 a person becomes entitled to appoint a receiver over Your assets or a receiver is appointed over Your assets;

- 13.4.7 (being an individual) You are the subject of a bankruptcy petition or order;
- 13.4.8 a creditor or encumbrancer of Yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 13.4.9 any event occurs, or proceeding is taken, with respect to You in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.4.1 to clause 13.4.6 (inclusive);
- 13.4.10 You suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of Your business;
- 13.4.11 Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy;
- 13.4.12 You breach any of these Conditions; and
- 13.4.13 (being an individual) You die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing Your own affairs or become a patient under any mental health legislation.
- 13.5 **Business Customers:** Without limiting Our other rights or remedies, We may suspend the provision of the Goods under the Contract or any other contract between You and Us if You become subject to any of the events listed in clause 13.4.1 to clause 13.4.13, or We reasonably believe that You are about to become subject to any of them, or if You fail to pay any amount due under this Contract on the due date for payment.
- 13.6 We may end the contract if You break it. We may end the contract for Goods at any time by writing to You if 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;
- 13.7 We may withdraw Goods. We may write to You to let You know that We are going to stop providing the Goods. We will let You know at soon as practicably possible in advance of Our stopping the supply of the Goods and will refund any sums You have paid in advance for Goods which will not be provided.
- 13.8 On termination of the Contract for any reason You shall immediately pay to Us all of Our outstanding unpaid invoices and interest.
- 13.9 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 13.10 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 13.11 **Consumers:** You can always end the 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:
- 13.11.1 You may be able to end the Contract as follows:
- 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);
 - If you want to end the contract because of something We have done or have told You We are going to do,(see clause 13.11.2); or
 - If you have just changed your mind about the Goods, you may be able to get a refund if You are within the cooling-off period, but this may be subject to deductions (see clause 8.3.3);
- 13.11.2 If You are ending the Contract for a reason set out at (a) to (e) 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:
- We have told You about an upcoming change to the Goods or these Conditions which You do not agree to;
 - 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;
 - there is a risk that supply of the Goods may be significantly delayed because of events outside Our control;
 - We have suspended supply of the Goods for technical reasons, or notify You that We are going to suspend them for technical reasons; or
 - You have a legal right to end the Contract because of something We have done wrong.
- 13.11.3 Your right as a consumer to change Your mind does not apply in respect of any Goods which become mixed inseparably with other items or are modified, adapted, cut or fitted after their delivery.
- 13.11.4 You have 14 days after the day You (or someone You nominate) receives the goods to change Your mind, unless:
- Your Goods are split into several deliveries over different days. In this case You have until 14 days after the day You (or someone You nominate) receives the last delivery; or
 - Your Goods are for regular delivery over a set period. In this case You have until 14 days after the day You (or someone You nominate) receives the first delivery of the Goods.
- 13.11.5 If you are exercising your right to change your mind You must return the Goods to Us and must send off the Goods within 14 days of telling Us you wish to end the Contract.
- 13.11.6 To end the Contract with Us, please let Us know by contacting Us by phone or email on 01905 795432 or email Us at info@reddiplex.com. Please provide Your name, home address, details of the Order and, where available, Your phone number and email address.

- 13.11.7 We will pay the costs of return:
- if the products are faulty or misdescribed;
 - if you are ending the Contract because We have told you of an upcoming change to the Goods or these Conditions, 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; or
 - You exercising your right to change Your mind].
- 13.11.8 In all circumstances other than those at clause 13.11.7 a-c inclusive above, You must pay the full costs of return.
- 13.11.9 If You are responsible for the costs of return and We are collecting the Goods from You, We will charge You the direct cost to Us of collection.
- 13.11.10 If You are entitled to a refund under these Conditions We will refund You the price You paid for the Goods including delivery costs, by the method You used for payment. However, We may make deductions from the price, as described at clause 13.11.11 below.
- 13.11.11 We may make deductions from refunds if You are exercising Your right to change Your mind as follows:
- 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. [See our [Returns page <https://www.reddiplex.com/returns-policy>] for information about what handling is acceptable and examples]. 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.
 - 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 standard delivery of Goods at one cost but You choose to have the Goods delivered by a preferential or timed delivery at a higher cost, then We will only refund what You would have paid for the cheaper delivery option.
 - Where the Goods involve a service, We may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when You told Us you had changed Your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 13.11.12 We will make any refunds due to You as soon as possible. If You are exercising Your right to change Your mind then:
- If We have not offered to collect the Goods, 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. For information about how to return a product to us, see clause 11.2.
 - In all other cases, Your refund will be made within 14 days of Your telling Us You have changed Your mind.

14. FORCE MAJEURE- BUSINESS CUSTOMERS ONLY

- 14.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including default of suppliers or subcontractors, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 15.1 We will only use Your personal information as set out in Our privacy policies for Business Customers and Consumers within our website.

16. GENERAL

- 16.1 If You are a partnership, each of the partners is jointly and severally liable for all of Your obligations under these Conditions.
- 16.2 If You are a company, the directors will be personally liable (jointly and severally) for Our charges if the company does not pay Our invoices when they are due for payment. If this happens, We reserve the right to credit the invoice to the company and issue invoices to any one or more of the directors.
- 16.3 **Business customers:** all brochures, catalogues and other promotional materials are to be treated as illustrative only; their contents do not form part of the Contract and You should not rely on them in entering into any Contract with Us.
- 16.4 Assignment and subcontracting:
- 16.4.1 We are a member of a group of companies whose holding company is Reddiplex Group Limited (company number 05104758) (together, "group companies") and We may:
- perform any of Our obligations and invoice You through any of Our group companies; and
 - treat a debt owed by You to a group company as a debt owed to Us.
- 16.4.2 You shall not, without Our prior written consent assign, transfer, charge, subcontract or deal in any other manner with all

or any of Your rights and/or obligations under the Contract.

16.5 Notices:

16.5.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or the address as set out in the Quote or such other address as that party may have specified to the other party in writing in accordance with this clause from time to time, and shall be delivered personally or sent by pre-paid first class recorded delivery post or other next working day delivery service, commercial courier, fax or e-mail.

16.5.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.5.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

16.5.3 The provisions of this clause 16 shall not apply to the service of any proceedings or other documents in any legal action.

16.6 Waiver:

16.6.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16.6.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

16.7 Severance:

16.7.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

16.7.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16.8 Third parties:

16.8.1 Save as provided in clause 16.4, a person who is not a party to the Contract shall not have any rights under or in connection with it.

16.9 Variation:

16.9.1 Except as set out in these Conditions, no variation, including the introduction of any additional terms and conditions, to the Contract, shall be effective unless it is in writing and signed by Us.

16.10 **Business Customers:** Entire Agreement:

16.10.1 The Contract and these Conditions constitute the entire agreement between the parties and supersede and extinguish all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

16.10.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement.

16.11 Conflict

16.11.1 If there is any conflict between the provisions of these Conditions and the Quote, the Quote shall prevail.

16.12 No Partnership or Agency

16.12.1 Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitutes any party the agent of another party, nor authorises any party to make or enter into any commitments for or on behalf of any other party.

16.13 Governing law and jurisdiction:

16.13.1 The Contract, 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, and construed in accordance with the law of England and Wales.

16.13.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).