



**Terms and Conditions
Dated 8th December 2025**

CONTENTS

SECTION 1 – []..... 3

1. DEFINITIONS AND INTERPRETATION 3

2. OUR CONTRACT WITH YOU..... 3

3. Changes to order or terms 6

4. SUPPLY OF CUSTOMISED GOODS..... 6

5. DELIVERY AND OWNERSHIP OF GOODS 10

6. IF THE GOODS ARE FAULTY 12

7. PRODUCT RECALL 13

8. YOUR OBLIGATIONS..... 13

9. WARRANTY OF GOODS 13

10. PRICE AND PAYMENT 15

11. OUR LIABILITY TO YOU 17

12. EVENTS OUTSIDE OUR CONTROL 19

13. TERMINATION..... 19

14. BUSINESSES: YOUR RIGHTS TO CANCEL 20

15. CONSUMERS: YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND (THIS CLAUSE APPLIES TO CONSUMERS ONLY) 20

16. CONSUMERS: HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)..... 23

17. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND 24

18. INFORMATION ABOUT US AND HOW TO CONTACT US..... 24

19. HOW WE MAY USE YOUR PERSONAL DATA INFORMATION..... 25

20. OTHER IMPORTANT TERMS..... 26

BETWEEN:

(1) [Detectamet]

-AND-

(2) [Customers]

These terms and conditions (November 2025) are Our standard terms and conditions of sale. By agreeing to purchase goods from Us, You are confirming that You have read, understood and agreed to these terms and conditions. Your attention is particularly drawn to clause 11 (Our Liability to You).

SECTION 1 – []

1. DEFINITIONS AND INTERPRETATION

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
 - 1.1.1 **Event Outside Our Control:** is defined in clause 11.2;
 - 1.1.2 **Goods:** the goods that We are selling to You as set out in the Order or the Customised Order.
 - 1.1.3 **Order:** Your order for the Goods.
 - 1.1.4 **Terms:** the terms and conditions set out in this document.
 - 1.1.5 **We/Our/Us:** Detectamet Limited, (company number 05103699) whose registered address is Prospect House, Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR;
 - 1.1.6 **You/Your:** the person or entity who purchases Goods from Us, as detailed in the Order.
 - 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.
 - 1.3 If We reference a piece of legislation, the reference shall include any updates, amendments or re-enactments of such legislation, in force from time to time.
- #### 2. OUR CONTRACT WITH YOU
- 2.1 These are the terms and conditions on which We supply Goods to You.
 - 2.2 **Business Customers** If You are a business customer, You confirm that You have authority to bind any business on whose behalf You make orders and You acknowledge that these terms and conditions apply to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Products may not be advertised or resold without our written consent.

- 2.3 **We don't give business customers all the same rights as consumers** for example, business customers can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.
- 2.4 **Where to find information about us and our products** You can find everything you need to know about us, Detectamet Limited, and our products on our website, in our catalogue or from our sales staff before you order. We also confirm the key information to you in writing before or after you order, by email, in your online account.
- 2.5 **If you are a business customer, this is our entire agreement with you** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 2.6 **Changes to Terms prior to Order** Please ensure that You read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before You sign the Order or submit it via Our website. If You think that there is a mistake, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between You and Us.
- 2.7 **Order is offer to buy Goods** When You sign and submit the Order to Us or make an Order via Our website, this does not mean We have accepted Your order for Goods. Your Order is an offer by You to purchase the Goods in accordance with these Terms. If You place Your order via Our website, We will send You an e-mail confirming We have received Your order. Your Order will not be accepted until one of the events specified in clause 2.8 has occurred.
- 2.8 **If We cannot provide the Goods:** If We are unable to supply You with the Goods, we may inform You of this and We may cancel Your Order, or, if Your Order has not been processed, we will take no further action in respect of Your Order. We may instead offer a comparable alternative product if the original item is unavailable.
- 2.9 **Other reasons for rejection of orders** Sometimes We reject orders because a credit reference We have obtained is unsatisfactory, because We can't verify Your age (where the product is age-restricted), because You are located outside the UK OR Our delivery areas, as stated on Our website and in Our marketing materials or because the product was mispriced by Us. When this happens, we let You know as soon as possible and refund any sums You have paid.

- 2.10 **Specification and Quantity** The specification for the Goods shall be as set out in Our sales documentation, website or catalogue unless expressly varied in the Order and accepted by Us. We only supply Goods in minimum units as stated in Our price list or multiples thereof. We will adjust Orders which are not in accordance with Our minimum unit requirements. We will notify You of this in writing.
- 2.11 **Changes to Conform to Requirements** We may make any changes to the specification of the Goods to conform to applicable requirements (including but not limited to any safety, regulatory or other valid business reason).
- 2.12 **When Terms become Binding** These Terms will become binding on You and Us on the earlier of: (i) the time We issue You with a written acceptance of an Order; or (ii) when We send a Dispatch Confirmation if an Order is made via Our website; or (iii) the date Our invoice is issued to You, at which point a contract will come into existence between You and Us. The contract between us is made up of these Terms and the Order, and (if applicable) any specification for the Goods.
- 2.13 **We only accept orders when We've checked them,** We contact You to confirm We've received Your order and then We contact You again normally to confirm We've accepted it OR We accept it when We dispatch or supply the product [and confirm dispatch or supply] to You].
- 2.14 **Order takes Priority** If any of these Terms conflict with any term of the Order, the Order will take priority.
- 2.15 **Order Number** We shall assign an order number to the Order and inform You of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 2.16 **Print these Terms** Please print or save a copy of these Terms for Your future reference. This is particularly important if You place Your Order via Our website.
- 2.17 **Promotional Material** Our website, catalogue and brochure are solely for the promotion of Our Goods. They are subject to variation without notice and do not constitute offers to sell any goods. Accidental errors or omissions may be corrected by Us at any time without liability to You.
- 2.18 **Images and Samples** The images of the Goods on Our website or in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the Goods accurately, we cannot guarantee that Your computer's display of the colours or the printed pictures accurately reflect the Goods. Your Goods may vary from those images. Any samples, drawings, descriptive matter or advertising produced are for the sole purpose of giving an approximate idea of the goods described. They shall not form part of the Terms or have contractual force.
- 2.19 **Language** These Terms are only in the English language.
- 2.20 **Intellectual Property** Neither You nor any person acting on Your instructions may duplicate in whole or in part or take steps to or threaten

to copy in any way any part of Our Goods or use them in a way not fully and expressly authorised by Us. Neither You nor any person acting on Your instructions may use the intellectual property rights owned by Us or used by Us in Our business in a way which is not authorised by Us.

3. CHANGES TO ORDER OR TERMS

- 3.1 We may revise these Terms from time to time in our sole discretion.
- 3.2 If We decide We have to revise these Terms under clause 3.1, We will give You at least two weeks' written notice of any changes to these Terms before they take effect and We will immediately update the terms on Our website. If You are a consumer, You can choose to cancel the contract in accordance with clause 14 or 15
- 3.3 Please ensure You check Your Order is accurate before sending it. When You receive Our confirmation, please check this matches Your Order. If You notice it is wrong You may make a change to the Order for Goods within 24 hours of receiving the confirmation by contacting Us, except in the case of customised Goods. Where this means a change in the total price of the Goods, we will notify You of the amended price in writing. If You are a consumer, you can choose to cancel the Order in accordance with clause 14.1 in these circumstances.
- 3.4 If You wish to cancel an Order before it has been fulfilled, please see Your right to do so in clauses 14 and 15. In the case of customised Goods, because We make these Goods to Your specific requirements, you will not be able to cancel an Order once the Order is made.

4. SUPPLY OF CUSTOMISED GOODS

- 4.1 We shall supply the customised Goods to You in accordance with the Order in all material respects.
- 4.2 We shall endeavour to meet any performance dates specified in the Order, but any such dates shall be estimates only and We do not guarantee that the customised Goods will be delivered by the dates specified in the Order. Unless explicitly stated, no representations are made regarding the performance, durability, or fitness for purpose of customised Goods.
- 4.3 Items listed in Our catalogue or website are not considered customised unless labelled as such at the time of order. Where You place an Order for customised Goods, such an Order will be referred to as a "Customised Order" in these Terms. A Customised Order arises when You ask Us to make Goods according to Your measurements, drawings and specifications. When We receive such measurements, drawings and specifications from You they will constitute a Customised Order upon receipt. The intellectual property rights which exist in any drawings and/or specifications You provide to Us will be owned by You, and You grant to Us a limited licence to use the intellectual property rights in such drawings and specifications for the purposes of completing the Customised Order.

- 4.4 Once We accept a Customised Order and the specification and/or drawings relating to such Customised Order are agreed by both of us in writing (which may include email), We may proceed to manufacture the customised Goods in accordance with the Customised Order and these Terms.
- 4.5 To the fullest extent permitted by law, 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 professional costs and expenses) suffered or incurred by Us in connection with any and all claims, demands, costs, expenses and liabilities of any nature made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with a Customised Order or the use of the customised Goods supplied. This clause 4.5 shall survive termination of the Contract.
- 4.6 We reserve the right to amend specification or drawings relating to a Customised Order if to do so does not materially affect or will improve the quality or performance of the Goods emanating from the Customised Order. We may also amend a specification and/or drawing for the purpose of a Customised Order if We are required to do so to comply with applicable laws or regulatory requirements. We will notify You of this.
- 4.7 You're responsible for making sure Your measurements are correct and accurate. We cannot accept the return of customised Goods if the reason for the return is because You provided Us with incorrect measurements or other incorrect information.
- 4.8 When You buy from Us You are agreeing that:
- 4.8.1 We only accept orders when We've checked them.
- 4.8.2 Sometimes We reject orders.
- 4.8.3 We charge You when [You order OR We accept Your order OR We supply Your product].
- 4.8.4 We charge interest on late payments.
- 4.8.5 We pass on increases in VAT.
- 4.8.6 We're not responsible for delays outside Our control.
- 4.8.7 Products can vary slightly from their pictures.
- 4.8.8 We charge You if You don't give Us information We need [or do preparatory work as agreed with Us]
- 4.8.9 If You are a consumer [and You bought [online,] [by mail order,] [over the telephone], You have a legal right to change Your mind [plus extra rights under Our guarantee OR and however You bought You have rights under Our guarantee].
- 4.8.10 We can suspend supply (and You have rights if We do). We do this to:
- (a) deal with technical problems or make minor technical changes.
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- or

- (c) make changes to the product (see We can change products and these terms).

We will let You know, may adjust the price and may allow You to terminate in these circumstances. We will contact You in advance to tell You if We're suspending supply, unless the problem is urgent or an emergency. If We suspend the product for longer than 4 weeks in any period. We adjust the price, so You don't pay for it while its suspended. If We suspend supply, or tell You We're going to suspend supply, for more than 8 weeks You can contact Our Customer Service Team: to end the contract and We'll refund any sums You've paid in advance for products You won't receive.

4.8.11 We can withdraw products. We can stop providing a product, such as an ongoing service or a subscription for digital content or goods. We will let You know at least in advance, and We will refund any sums You've paid in advance for products which won't be provided.

4.8.12 We can end our contract with You in respect of a product and claim any compensation due to us [(including enforcement costs)] if:

(a) You don't make any payment to Us when it's due and You still don't make payment within 14 days of our reminding You that payment is due.

(b) You don't, within a reasonable time of Us asking for it, provide Us with information, cooperation or access that We need to provide the product.

(c) You don't, within a reasonable time, either allow Us to deliver the product to You or collect it from Us.

(d) If You are a consumer [and You bought [online,] [by mail order,] [over the telephone] We treat Your order as cancelled and refund the purchase price, see You have a legal right to change Your mind [plus extra rights under Our guarantee OR and however You bought from us,

(e) **Our liability to consumers.** We don't compensate You for all losses caused by Us or Our products. We're not responsible for losses You suffer caused by Us breaking this contract if the loss is:

(f) *Unexpected.* It was not obvious that it would happen and nothing You said to Us before We accepted Your order meant We should have expected it (so, in the law, the loss was unforeseeable).

(g) *Caused by a delaying event outside Our control.* As long as We have taken the steps set out in the section, We're not responsible for delays outside Our control.

(h) *Avoidable.* Something You could have avoided by taking reasonable action. For example, damage to Your own digital content or device, which was caused by digital content We supplied and which You could have avoided by following Our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by Us.

4.8.13 **Our liability to businesses.** Our liability for any loss You suffer in connection with Your trade, business, craft or profession is limited, as described in Our liability to businesses. If You're a business, then, except in respect of the losses described in **Losses We never limit or exclude** (see section [4.8.14]:

(a) We shall not 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 any contract between Us; and

(b) Our total liability to You for all other losses arising under or in connection with any contract between Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £50.

4.8.14 Losses We never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

(a) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation.

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; [or]

(d) defective products under the Consumer Protection Act 1987.

(e) any matter in respect of which it would be unlawful for Us to exclude or restrict liability.

(f) **Implied terms.** If you are a **consumer**, there will be no implied terms about goods. Except to the extent expressly stated in Your rights if You are a **business**, We exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

4.8.15 We use Your personal data as set out in Our Privacy Notice. How We use any personal data You give us is set out in Our Privacy Notice:

4.8.16 You have several options for resolving disputes with Us:

(a) **Our complaints policy.** Our Customer Service Team will do their best to resolve any problems You have with Us or Our products as per Our *Complaints policy*:

(b) **Resolving disputes without going to court (consumers only).** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without You having to go to court. You can submit a complaint through our website at www.detectamet.comt. If You're not satisfied with the outcome, You can still go to court.

(c) **You can go to court.** These terms are governed by English law. If You are a consumer then, wherever You live, you can bring claims against Us in the English courts and if You live in Wales, Scotland or Northern Ireland, you can also bring claims against Us in the courts of the country You live in. If You are a consumer, we can claim against You in the courts of the country You live in. If You are a business, you irrevocably agree to submit all disputes arising out of or in connection with Our contract with You to the exclusive jurisdiction of the English courts.

4.8.17 Other important terms apply to Our contract:

(a) **We can transfer Our contract with You, so that a different organisation is responsible for supplying Your product.** We'll tell You in writing if this happens and if You are a consumer We'll ensure that the transfer won't affect Your rights under the contract and We'll contact You to let you know if We plan to do this. If You're unhappy with the transfer You can contact Our Customer Service Team: to end the contract within 10 working

days of Us telling You about it and We will refund You any payments You've made in advance for products not provided.

(b) **You can only transfer your contract with Us to someone else if We agree to this.** We may not agree if your contract is a competitor or a someone, we have had a poor experience within the past. However, if you are a consumer, you can transfer Our consumer guarantee (as explained in Our goodwill guarantee) to a new owner of the product. We can require the new owner to prove You transferred the product to them. If You're a business, You need Our agreement to transfer Your contract with Us and it's entirely up to Us whether We give it.

(c) **Nobody else has any rights under this contract.** This contract is between You and Us. Nobody else can enforce it (other than someone You (if you are a consumer) told Us You were giving or gave a product you bought from Us to as a present) and neither of Us will need to ask anybody else to sign-off on ending or changing it.

(d) **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

(e) Even if **We delay in enforcing this contract**, we can still enforce it later. We might not immediately chase You for not doing something (like paying) or for doing something You're not allowed to, but that doesn't mean We can't do it later.

5. DELIVERY AND OWNERSHIP OF GOODS

5.1 **Timing of Delivery** Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and Your address. Please allow for extra time for deliveries outside the United Kingdom, Northern Ireland, and to the Scottish Highlands and Islands.

5.2 We will contact You with an estimated delivery date. Occasionally Our delivery to You may be affected by an Event Outside Our Control. See clause 12 or Our responsibilities when this happens.

5.3 **How to Take Delivery** You must provide adequate delivery instructions and any other instructions relevant to the supply of the Goods. You must provide appropriate equipment and manual labour to load/unload the Goods.

5.4 **Ex-Stock Delivery** Offers of delivery ex-stock are made subject to availability on receipt of the Order.

5.5 Delivery Note We shall:

5.5.1 Provide a delivery note for each delivery of the Goods which shows the date of the Order, all relevant reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered (this information will be provided separately where Goods are exported); and

5.5.2 Let You know on the delivery note if We need You to return any packaging materials to Us. We may request the packaging materials to be collected or returned at Our expense.

- 5.6 **Delivery Location** We shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after We notify You that the Goods are ready.
- 5.7 **Completion of Delivery** Delivery of the Goods shall be completed on the Goods' arrival at the Delivery.
- 5.8 **Date and Time for Delivery** Any dates quoted for delivery are estimates only and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by an Event Outside Our Control or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.9 **If We Fail to Deliver** If We fail to deliver the Goods, our liability shall be limited to the price You have already paid for the Goods.
- 5.10 **If You Fail to Take Delivery** If You fail to take delivery of the Goods then, except where such failure or delay is caused by an Event Outside Our Control or Our failure to comply with these terms:
- 5.10.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the day on which We attempted delivery of the Goods; and
- 5.10.2 We shall store the Goods until delivery takes place and charge You for all related costs and expenses (including storage and insurance).
- 5.11 If ten (10) days after the day on which We notified You that the Goods were ready for delivery You have not taken delivery of them, We may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to You for any excess over the price of the Goods or charge You for any shortfall below the price of the Goods.
- 5.12 **Over or Under Delivery** You shall not be entitled to reject the Goods if We deliver up to and including 10% more or less than the quantity of Goods ordered. If You identify an issue with the quantity of Goods supplied, please notify Us as soon as possible and We will work with You to resolve the issue.
- 5.13 **Return of Consumer Goods to Our Premises** If You are a consumer and no one is available at Your address to take delivery, We will leave You a note that the Goods have been returned to Our premises, in which case, please contact Us to rearrange delivery.
- 5.14 **If You do not re-arrange delivery.** If You do not collect the Goods from Us as arranged or it, after a failed delivery to You, You do not re-arrange delivery or collect them from a delivery depot, 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 16 will apply.
- 5.15 **Delivery in Instalments** If We are not able to deliver the whole of the Order at one time due to operational reasons, We will deliver the Order in instalments. We will not charge You extra delivery costs for this.

However, if You ask Us to deliver the Order in instalments, We may charge You extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle You to cancel any other instalment.

- 5.16 **Risk** The Goods will be Your responsibility (risk) from the completion of delivery.
- 5.17 **Title**, You own (have title to) the Goods once We have received payment in full for the Goods and any other goods We have supplied to You.
- 5.18 Until You have title to the Goods, You shall:
 - 5.18.1 Hold the Goods on a fiduciary basis as Our bailee.
 - 5.18.2 Store the Goods separately from all other goods so that they are readily identifiable as Ours.
 - 5.18.3 Not remove, deface or obscure any identifying marks or packaging on or relating to the Goods.
 - 5.18.4 Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
 - 5.18.5 Notify Us immediately if You become subject to any of the events listed in 12.2 below;
 - 5.18.6 Give Us such information relating to the Goods as We may require from time to time, but You may resell or use the Goods in the ordinary course of Your business.
- 5.19 If before title (ownership) passes to You, You become subject to any of the events listed in 12.2, or We reasonably believe this is about to happen and let You know, then, provided the Goods have not been resold, or irrevocably incorporated into another Goods, and without limiting any other right or remedy We may have, We may require You to return the Goods and, if You fail to do so, enter Your premises or place where the Goods are stored in order to recover them.
- 5.20 **If You are a Consumer: Your rights if We suspend the supply of the Goods.** If You are a consumer, We will contact You in advance to tell You We will be suspending supply of the Goods, unless the problem is urgent or an emergency. If We have to suspend the Goods, We will adjust the price so that You do not pay for Goods while they are suspended. You may contact Us to end the contract for Goods if We suspend it, or tell You We are going to suspend it, We will refund any sums You have paid in advance for the Goods in respect of the period after You end the contract.

6. **IF THE GOODS ARE FAULTY**

- 6.1 If You are buying the Goods as a consumer (not as a business customer), You have legal rights in relation to Goods that are faulty or not as described. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office. For detailed information please visit the Citizens Advice Website

www.adviceguide.org.uk or call 03454 04 05 06. Nothing in these Terms will affect these legal rights.

- 6.2 If You have returned the Goods to Us because they are faulty or mis-described We will refund the price of defective Goods in full and any applicable delivery charges, and any reasonable costs in returning the item to Us.
- 6.3 We will refund You on the credit or debit card used by You to pay.
- 6.4 If the Goods were delivered to You, You must return them as soon as reasonably practicable.

7. **PRODUCT RECALL**

- 7.1 You agree to always comply with Our reasonable instructions where there is product recall of the Goods.

8. **YOUR OBLIGATIONS**

- 8.1 You shall:

8.1.1 ensure that the terms of the Order and any information provided in drawings or specifications are complete and accurate and If We're making or supplying the product to measurements You provide, You're responsible for making sure those measurements are correct. Find information and tips on how to measure [on Our website] [and] [in Our brochure] or contact Our Customer Service Team:

8.1.2 be charged additional sums if You don't give Us information We've asked for about how We can access Your property for delivery, installation or to provide services or if You don't do preparatory work for installation, as agreed with Us. For example, we might need to re-deliver on another vehicle or with extra manpower, reschedule services.

8.1.3 co-operate with Us in all matters relating to supply of the Goods.

8.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for supply of the Goods before the date on which the supply of the Goods is to start.

- 8.2 If We cannot adhere to Our obligations under these Terms because of a failure by You to perform Your obligations under these Terms ("**Your Default**"):

8.2.1 without affecting any rights or remedies available to Us, we will not be responsible for a failure to comply with Our obligations under these Terms if Your Default stops or delays Us performing such obligations;

8.2.2 We shall not be liable for any costs or losses incurred by You which arise directly or indirectly from Our failure or delay to perform Our obligations; and

8.2.3 You shall indemnify Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from Your Default.

9. **WARRANTY OF GOODS**

- 9.1 We warrant that on delivery, the Goods shall:
- 9.1.1 conform in all material respects with their description.
 - 9.1.2 be free from material defects in design, material and workmanship; and
 - 9.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 9.1.4 be fit for the purpose held out by Us.
- 9.2 The warranty in clause 9.1 does not apply to any defect in the Goods arising from:
- 9.2.1 a failure by You to store, operate or use the Goods in accordance with instructions or (if there are none) good trade practice regarding the same.
 - 9.2.2 fair wear and tear, wilful damage, negligence, or abnormal working conditions.
 - 9.2.3 any alteration or repair by You or by a third party; and/or
 - 9.2.4 any specification and/or drawings(s) provided by You.
- 9.3 If You are buying the Goods as a consumer, this warranty is in addition to Your legal rights in relation to the Goods. If You think there is something wrong with Your product, you must contact Our Customer Service Team immediately. We honour Our legal duty to provide You with products that are as described to You on Our website and that meet all the requirements imposed by law. [Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.] Remember too that You have several options for resolving disputes with Us.
- 9.3.1 **Summary of Your key legal rights**
- (a) If Your product is goods, for example [pens, gloves, utensils], the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality.
 - (b) **If the fault can't be fixed**, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all Your money back.
 - (c) If a price hasn't been agreed upfront, what You're asked to pay must be reasonable.
 - (d) If a time hasn't been agreed upfront, it must be carried out within a reasonable time.
- 9.4 **Your rights if You are a business.** We warrant that on delivery any products which are goods shall:
- 9.4.1 conform [in all material respects] with their description [and any relevant specification];
 - 9.4.2 be free from material defects in design, material and workmanship.
 - 9.4.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 9.4.4 be fit for any purpose held out by Us.
- 9.5 **Your remedies if You are a business.** Unless an exception applies (see Exceptions to business customers' warranty) if:

9.5.1 You give Us notice in writing within a reasonable time of discovery that a product does not comply with the business customer warranty.

9.5.2 We are given a reasonable opportunity of examining such product; and

9.5.3 You return such product to us at our cost,

9.6 We shall, at our option, repair or replace the defective product, or refund the price of the defective product in full and this will be Your only remedy for breach of the warranty. These terms shall apply to any repaired or replacement products supplied by Us.

9.7 **Exceptions to business customers' warranty.** We will not be liable for a product's failure to comply with the business customer warranty (see Your Rights if You are a business) if:

9.7.1 You make any further use of such product after telling Us it is non-compliant.

9.7.2 the defect arises because You failed to follow Our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice.

9.7.3 the defect arises because We followed any drawing, design or specification supplied by You.

9.7.4 You alter or repair the product without Our written consent; or

9.7.5 the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

9.8 Subject to clause 9.9, if:

9.8.1 You give notice in writing to Us within five (5) days of delivery or supply that some or all of the Goods do not comply with the warranty set out in clause 9.1;

9.8.2 We are given a reasonable opportunity of examining such Goods; and

9.8.3 where We ask You to, you return such Goods to Us at Your cost,

We shall, at Our option, repair or replace the defective Goods, or refund the price of the defective Goods in full. We are not liable for any other losses or damage You may suffer as a consequence.

9.9 We shall not be liable for Goods' failure to comply with the warranty set out in clause 9.1 if You make any further use of such Goods after giving notice in accordance with clause 9.8.

9.10 Our only liability to You if the Goods fail to comply with the warranties set out in clause 9.1 is as set out in this clause 9.

9.11 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

9.12 You and We acknowledge that the Goods are not sold by sample.

9.13 These Terms shall apply to any repaired or replacement Goods supplied by Us.

10. **PRICE AND PAYMENT**

- 10.1 **Price List** The price of the Goods will be set out in the Order (or the Customised Order) or in Our price list in force at the time We confirm Your Order or as quoted on our website or agreed in writing. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with You. All Our prices are in £ sterling (GBP), Euro € (EUR), US Dollar \$ (USD) Australian Dollar (AUD \$), Canadian Dollar (CAD \$) . Your card issuer or bank may charge You additional fees for processing payments in or converting from currencies other than the above.
- 10.2 **VAT & Sales Tax** The price of the Goods is exclusive of amounts in respect of value added tax or charges of a similar nature imposed by a competent fiscal authority (**VAT**). VAT will be added on to the price You pay at the applicable rate and You shall, on receipt of a valid VAT invoice from Us, pay Us such additional amounts in respect of VAT as are chargeable on the supply of the Goods. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, we will adjust the rate of VAT that You pay, unless You have already paid for the Goods in full before the change in the rate of VAT takes effect.
- 10.3 **Delivery and Packaging Costs** The price excludes standard delivery charges, although if you order more than the value determined at the time of ordering, you may receive free shipping to local areas. Delivery and bespoke packaging is not included in the price.
- 10.4 **Price Variation (Off List)** Where We quote a price other than in accordance with Our price list the price quoted shall be valid for thirty (30) days if no shorter period is specified by Us.
- 10.5 **Price Variation** We may increase the price if We give written notice to You before delivery to reflect:
- 10.5.1 any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 10.5.2 any request by You to change the delivery date(s), quantities or types of Goods ordered, or the specification; or
- 10.5.3 any delay caused by Your instructions or failure of You to give Us adequate or accurate information or instructions.
- 10.6 **Volume / Quantity Discounts** Our prices may permit quantity or volume discounts subject to and in accordance with conditions set out in Our price list effective at the date the Order is accepted.
- 10.7 **Incorrect Pricing** It is possible that, despite Our efforts, some of the Goods We sell may be incorrectly priced. If the pricing error is obvious and unmistakable and could have reasonably been recognised by You as a mispricing, we do not have to provide the Goods to You at the incorrect (lower) price.
- 10.8 **Payment in Advance – Consumers** Where You are a consumer and We are providing Goods/Services to You, You must make payment for Goods/Services in advance by credit or debit card or via PayPal. We

accept payment with all credit cards including American Express. We will charge Your credit or debit card at the time the Order is made.

- 10.9 **Payment Following Invoice – Businesses** Subject to any special terms agreed in writing between Us, We shall invoice You for the Goods on or at any time after dispatch of the Goods, unless the Goods are to be collected by You or You wrongfully fail to take delivery of the Goods, in which event We shall be entitled to invoice You for the Goods at any time after notifying You that the Goods are ready for despatch. We accept card payments via Stripe and other secure gateways. Receipts are issued automatically.
- 10.10 You shall make payment on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to You. The time for the payment for the Goods shall be of the essence. Receipts for payment will be issued only upon request.
- 10.11 All payments shall be made to Us as indicated on Our invoice or any other payment notice We provide to You.
- 10.12 **References** We reserve the right to obtain references regarding Your creditworthiness. If at any time We are not satisfied as to Your creditworthiness, we may give notice in writing to You that no further credit will be allowed to You in which event no further Goods will be delivered to You except where payment is made by You in advance.
- 10.13 **Interest and set off** If You do not make any payment due to Us by the due date for payment, we may charge interest to You on the overdue amount at the rate of 8% a year above the base lending rate of Lloyds TSB from time to time. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount. We reserve the right to be paid on an indemnity basis any costs We incur in recovering any money due, including but not limited to any costs incurred with lawyers or debt collection agencies. You shall pay all amount due under these Terms in full without any deduction or withholding except as required by law and You shall not assert any credit, set off or counterclaim against Us to justify withholding payment of any such amount in whole or in part. We may at any time and without limiting any other rights or remedies We may have, set off any amount owing to Us against any amount payable by Us to You.
- 10.14 **Changes in VAT** If the rate of VAT changes between Your order date and the date We supply the product, We adjust the rate of VAT that You pay, unless You have already paid in full before the change in the rate of VAT takes effect.

11. OUR LIABILITY TO YOU

- 11.1 Where You purchase Our Goods/Services as a consumer, such Goods/Services must be used for domestic and private use only. You agree not to use the Goods/Services for any commercial, business or resale purpose, and We have no liability to You for any loss of profit, loss of

business, business interruption, or loss of business opportunity. If You are dealing as a business or for any commercial or re-sale purpose You will be subject to the Terms as applicable to Our business customers.

- 11.2 If You are buying the Goods/Services as a consumer and We fail to comply with these Terms, we are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered this contract.
- 11.3 Whether You are a consumer or a business customer, you understand that whilst Our Goods are detectable there is a cut-off point beyond which the material ceases to be detectable. In particular the density of any material surrounding the Goods whilst the Goods are in use and the perishability of the material will affect the detectability of the Goods. You confirm that you will calibrate and test Your equipment to ascertain suitability and detection levels.
- 11.4 We do not exclude or limit in any way Our liability for:
 - 11.4.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors.
 - 11.4.2 fraud or fraudulent misrepresentation.
 - 11.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 11.4.4 where You are a consumer, breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and defective products under the Consumer Protection Act 1987.
 - 11.4.5 any other liability which by law cannot be limited or excluded.
- 11.5 If You are a business customer, and subject to clause 11.4
 - 11.5.1 We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for: (a) loss or corruption of data, information or software; (b) loss of anticipated savings; (c) any loss of profit or loss of business opportunity; (d) loss of goodwill; or (e) any indirect or consequential loss arising under or in connection with these Terms; and
 - 11.5.2 Our total liability to You in respect of any and all losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.
- 11.6 You acknowledge that the prices charged by Us are calculated on the basis that We may rely on the terms of this clause and any other relevant limitations on Our liability set out in these Terms.
- 11.7 **Products can vary slightly from their pictures.** A product's true colour may not exactly match that shown [on Your device] [or] [in Our marketing] or its packaging may be slightly different. [Because Our

products are mass produced, all sizes, weights, capacities, dimensions and measurements indicated on Our website can be out by up to +/- 5%

12. **EVENTS OUTSIDE OUR CONTROL**

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control. If Our supply of Your product is delayed by an event outside Our control such as acts of God, terrorism, wars, exceptional weather conditions, we contact You as soon as possible to let You know and do what We can to reduce the delay. As long as we do this, we won't compensate You for the delay, but [if the delay is likely to be substantial] You can contact Our Customer Service Team: to discuss ending the contract and receive a refund for any products You have paid for in advance but not received.

12.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, delivery delays caused by third-party carriers, or failure of public or private telecommunications networks.

12.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

12.3.1 We will contact You as soon as reasonably possible to notify You; and

12.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for as long as the Event Outside Our Control subsists. Where the Event Outside Our Control affects Our delivery of Goods to You, We will arrange a new delivery date with You after the Event Outside Our Control is over.

12.4 You may cancel the contract if an Event Outside Our Control takes place and continues for more than thirty (30) days and You no longer wish Us to provide the Goods. Please see Your cancellation rights under clause 14 We may cancel the contract if the Event Outside Our Control continues for longer than thirty (30) days in accordance with Our cancellation rights in clause 17.

13. **TERMINATION**

13.1 If You:

13.1.1 are in material breach of these Terms and, if Your breach can be remedied, You do not remedy Your breach within a reasonable time (not exceeding 10 days) of Us asking You to do so.

13.1.2 take any step or action in connection with You entering administration, provisional liquidation or any composition or arrangement with Your creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or

by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of Your assets or ceasing to carry on business;

13.1.3 suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of Your business or Your financial position deteriorates so far as to reasonably justify the opinion that Your ability to give effect to the Terms is in jeopardy, then, without limiting any other right or remedy available to Us, We may cancel or suspend all Orders and/or Customised Orders and/or further deliveries to You without incurring any liability to You, and all outstanding sums in respect of Goods which are partially completed and/or Goods delivered to You shall become immediately due and payable.

14. **BUSINESSES: YOUR RIGHTS TO CANCEL**

14.1 Except where Your Order is a Customised Order, you may cancel an Order for Goods before the Goods are delivered to You. Any cancellation of an Order will be subject to a handling and administration fee of 15% of the value of the Goods in respect of Goods delivered within the UK and 20% of the value of the Goods in respect of Goods delivered outside the UK. This will not affect Your refund for the Goods, but any fee for collection and/or administration and handling will be deducted from the refund that is due to You.

15. **CONSUMERS: YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND (THIS CLAUSE APPLIES TO CONSUMERS ONLY)**

15.1 **Before the Goods/Services are delivered**, you have the following rights to cancel an Order for Goods/Services (other than a Made to Measure Order), including where You choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to Your material disadvantage:

15.1.1 **You may cancel any Order for Goods/Services** within ten (10) days of placing an Order by contacting Us. We will confirm Your cancellation in writing to You.

15.1.2 **You have a legal right to cancel an Order** made via Our website once the Dispatch Confirmation has been sent and for a period of ten (10) days from when You receive the Goods.

15.1.3 **If You cancel an Order** under clause 15.1.1 or 15.1.2 and You have made any payment in advance for Goods/Services that have not been delivered to You, we will refund these amounts to You.

15.1.4 **If You cancel an Order for Goods** under clause 15.1.1 or 15.1.2 and We have already dispatched Your Goods to You, we will not be able to cancel Your Order until the Goods are returned to Us. In this case, if You return the Goods to Us, we will have to charge You the cost of collection or You will have to pay the cost of returning the Goods back to Us. We will also charge You a handling and administration fee of 15% of the value of the Goods in respect of Goods delivered within the UK and 20% of the value of the Goods in respect of Goods delivered outside the UK. This will not affect Your refund for the Goods, but any charge for collection and administration and handling will be deducted from the refund that is due to You. This will not affect Your statutory rights as a consumer.

- 15.2 **Made-to-measure Goods** are made to Your requirements, and You will not be able to cancel Your Made to Measure Order once production has started.
- 15.3 **Ending Your contract with Us.** Your rights when You end the contract with Us 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:
- 15.3.1 *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 a service re-performed or to get some or all of Your money back), see clause 9;
- 15.3.2 *If You have just changed Your mind about the Goods/Services*, see clause 15.5. You may be able to get a refund if You are within the cooling-off period, but this may be subject to deductions, and You will have to pay the costs of return of any Goods.
- 15.4 **Ending the contract because of something** We have done or are going to do. If You are ending a contract for a reason set out at 15.4.1 to 15.4.4 below the contract will end immediately and We will refund You in full for any Goods which have not been provided. The reasons are:
- 15.4.1 *We have told You about an upcoming change* to the Goods/Services or these Terms which You do not agree to;
- 15.4.2 *We have told You about an error* in the price or description of the Goods/Services You have ordered, and You do not wish to proceed.
- 15.4.3 *there is a risk that supply of the Goods/Services may be significantly delayed* because of Events Outside Our Control; or
- 15.4.4 *We have suspended supply of the Goods/Services* for technical reasons or notify You We are going to suspend them for technical reasons.
- 15.5 **Exercising Your right to change Your mind (Consumer Contracts Regulations 2013).** For most of Our products [bought [online,] [by mail order,] [over the telephone], You have a legal right to change Your mind about Your purchase and receive a refund of what You paid for it, including the delivery costs. This is subject to some conditions, as set out below. In addition, We, offer some consumer customers a goodwill guarantee for most products [bought [online,] [by mail order,] [over the telephone] which is more generous than your legal rights in the ways set out below. This goodwill guarantee does not affect Your legal rights if there is something wrong with Your product (for more on those rights see You have rights if there is something wrong with Your product).

Your legal rights	How Our goodwill guarantee is more generous
14 days to change Your mind [online,] [telephone,] [mail order] sales only.	14 days to change Your mind [online, telephone, mail order and] sales only
You pay costs of return	We pay costs of return

- 15.6 **When You can't change Your mind.** You can't change Your mind about an order for:
- 15.6.1 digital products, after You have started to download or stream these.
 - 15.6.2 services, once these have been completed.
 - 15.6.3 products sealed for health protection or hygiene purposes, once these have been unsealed after You receive them.
 - 15.6.4 goods that are made to Your specifications or are clearly personalised; and
 - 15.6.5 goods which become mixed inseparably with other items after their delivery.
- 15.7 The deadline for changing Your mind. If You change Your mind about a product, you must let Us know no later than 14 working days after:
- 15.7.1 the day We deliver your product, if it is goods, for example a box of pens. If the goods are for regular delivery (for example, a call off order), You can only change Your mind after the first delivery. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery.
 - 15.7.2 the day We confirm We have accepted your order, if it is for a service.
- 15.8 How to let Us know. To let Us know You want to change Your mind, contact Our Customer Service Team
- 15.9 You have to return the product at Your own cost. If Your product is goods, for example, a box of gloves, you have to return it [unopened to Us within 14 days of Your telling Us You have changed Your mind. [Returns are at Your own cost [unless We offered free returns when You bought the goods] OR Returns are free, as part of Our goodwill guarantee]. You can:
- 15.9.1 Send the product to one of Our offices (find the one nearest to you at www.detectamet.com). You will need proof of purchase and the card you paid with.
 - 15.9.2 send the product back to Us, using an established delivery service. You should keep a receipt or other evidence from the delivery service that proves You have sent the product and when You sent it. If You don't do this and We don't receive the goods at all or within a reasonable time We won't refund You the price. Our collection arrangements for goods which can't be posted, see Our Returns Process:].
- 15.10 We only refund standard delivery costs. For example, we don't refund any extra You have paid for express delivery or delivery at a particular time.
 - 15.11 You have to pay for services You received before You change Your mind. If You bought a service (such as we don't refund You for the time You were receiving it before You told Us you'd changed Your mind.
 - 15.12 We reduce Your refund if You have used or damaged a product. If You handle the product in a way which would not be acceptable in-store, We reduce Your refund, to compensate Us for its reduced value. For example, We reduce Your refund if the product's condition is not "as new", price tags have been removed, the [product-branded] packaging is damaged or accessories are missing. In some cases, because of the way You have treated the product, no refund may be due. [Our Customer Service Team:
 - 15.13 **When and how We refund You.** If Your product is a service, digital content or goods that haven't been delivered or that We're collecting from

You, we refund You as soon as possible and within 14 days of You telling Us You've changed Your mind. If Your product is goods that You're sending back to Us, we refund You within 14 days of receiving them back from You (or receiving evidence you've sent them to Us). We refund You by the method You used for payment. We don't charge a fee for the refund.

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

15.14.1 Any Goods/Services which are supplied pursuant to Your Made to Measure Order.

15.14.2 Goods sealed for health protection or hygiene purposes, once these have been unsealed after You receive them.

15.14.3 any Goods which become mixed inseparably with other items after their delivery.

16. **CONSUMERS: HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

16.1 **Tell Us You want to end the contract.** To end the contract with Us, please let Us know by doing one of the following:

16.1.1 **Phone or email.** Call customer services on 01759 304200 and choose option 1 or email Us at sales@detectamet.com. Please provide Your name, home address, details of the order and, where available, Your phone number and email address.

16.1.2 **Online.** Complete the contact form on Our website.

16.1.3 **By post.** Write to Us at Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR, including the sales order number, details of what You bought, when You ordered or received it and Your name and address.

16.2 **Returning Goods after ending the contract.** If You end the contract for any reason after Goods have been dispatched to You or You have received them, you must return them to Us. You must either return the goods in person to where You bought them, post them back to Us at Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR or (if they are not suitable for posting) allow Us to collect them from You. Please call customer services on 01759 304200 and choose option 1 or email Us at sales@detectamet.com for a return label or to arrange collection. If You are exercising Your right to change Your mind You must send off the Goods within 14 days of telling Us You wish to end the contract.

16.3 When We will pay the costs of return. We will pay the costs of return:

16.3.1 if the Goods are faulty or misdescribed; or

16.3.2 if You are ending the contract because We have told You of an upcoming change to the Goods or these terms, an error in pricing or description, a delay in delivery due to Events Outside Our Control or because You have a legal right to do so as a result of something We have done wrong.

16.4 **How We will refund You.** We will refund You the price You paid for the Goods/Services including delivery costs, by the method You used for

payment, subject to any deductions which We are permitted to make by law.

- 16.5 **When Your refund will be made.** We will make any refunds due to You as soon as possible. If You are exercising Your right to change Your mind, then:

16.5.1 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 Goods to Us, see clause 16.2.

16.5.2 In all other cases, your refund will be made within 14 days of You telling Us You have changed Your mind.

17. **OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 17.1 We may have to cancel an Order for Goods (including Goods ordered by way of a Customised Order) before the Goods are delivered:

17.1.1 due to an Event Outside Our Control or due to operational reasons. We will promptly contact You if this happens.

17.1.2 if We have contacted You to arrange a delivery or re-delivery of the Goods and You have failed to provide Us with adequate instructions for delivery or re-delivery of the Goods within 30 days of Us contacting You.

18. **INFORMATION ABOUT US AND HOW TO CONTACT US**

- 18.1 We are a company registered in England and Wales. Our company registration number is 5103699 and our registered office is at Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR. You can contact Us via Our website: www.detectamet.co.uk.

- 18.2 If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing, you can send this to Us by e-mail, by hand, or by pre-paid post to Detectamet Limited at Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR / sales@detectamet.com. We will confirm receipt of this by contacting You in writing. If We must contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us in the Order.

- 18.3 If you are a business, please note that any notice given by You to Us, or by Us to You, will be deemed received and properly served immediately when posted on Our website, 24 hours after an e-mail is sent, or three (3) days after the date of posting of any letter. In proving the service of any notice, It will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

- 18.4 The address detailed in the Order shall be the address used to service any notice, communication, judgment or other document, unless You tell Us another address by serving Us with a notice under this clause. Any

notice, communication, judgement or other document shall be properly served if sent to such address.

19. **HOW WE MAY USE YOUR PERSONAL DATA INFORMATION**

- 19.1 We shall process Your Personal Data (as defined in the Data Protection Act 1998, as updated from time to time (**DPA**)) in accordance with applicable laws, and where You are Data Controller (as defined in the DPA) of such Personal Data, in accordance with Your instructions.
- 19.2 Where you are a Data Controller of Personal Data, you confirm that you have all necessary consents and notices in place to enable the lawful transfer of personal data to us for the purposes of performing Our contract with you. We will only use Your personal data in accordance with Our Privacy policy at www.detectamet.co.uk/privacy-policy and not give Your personal data to any other third party.
- 19.3 We shall take reasonable steps to ensure the reliability of all Our employees who have access to Personal Data and ensure that such employees are obliged to keep Personal Data confidential.
- 19.4 We will not transfer your Personal Data outside of the European Economic Area without Your consent.
- 19.5 Both of Us warrant to the other that We will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 19.6 Having regard to the state of technological development and the costs of implementing any measures, We will:
 - 19.6.1 take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - (a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (b) the nature of the data to be protected; and
 - 19.6.2 take reasonable steps to ensure compliance with those measures.
- 19.7 We will use the personal information You provide to Us to:
 - 19.7.1 provide the Goods/Services.
 - 19.7.2 process Your payment for such Goods/Services.
 - 19.7.3 for internal record keeping.
 - 19.7.4 inform You about similar Goods/Services that We provide, but You may stop receiving these at any time by contacting Us; and
 - 19.7.5 for market research purposes or to customise Our responses to You.
- 19.8 You agree that We may pass Your personal information to credit reference agencies and that they may keep a record of any search that they do.

20. **OTHER IMPORTANT TERMS**

- 20.1 We may transfer Our rights and obligations under these Terms to another organisation at any time.
- 20.2 This contract is between You and Us. No other person shall have any rights to enforce any of its terms (whether arising under the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- 20.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.4 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, we will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 20.5 This contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation. However, if You are dealing as a consumer and You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are dealing as a consumer and are a resident of Scotland, You may also bring proceedings in Scotland.

If You have a question or wish to make a complaint about Our Goods or the customer service You have received, please put Your question or complaint in writing and send it to Us at Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR marked for the attention of the Customer Service Manager, or by email to sales@detectamet.com. If You are ordering via Our website, please note that Our website terms and conditions apply to the use of Our website. Please take the time to read these, as they include important terms which apply to You.