

These terms and conditions (February 2018 Edition) are Our standard conditions of sale. By agreeing to purchase goods and/or services from Us, You are confirming that You have read, understood and agreed to these terms and conditions. Your attention is particularly drawn to clause 10 (Our Liability to You).

## 1. DEFINITIONS

- 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;
  - 1.1.3 **Order:** Your order for the Goods and Services;
  - 1.1.4 **Services:** the services We supply to You as described in the Order, which may include made to measure Goods;
  - 1.1.5 **Terms:** the terms and conditions set out in this document;
  - 1.1.6 **We/Our/Us:** Detectamet Limited, Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR,
  - 1.1.7 **You/Your:** the person or entity who purchase Goods and/or Services 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 and/or Services 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.
- 2.3 **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.
- 2.4 **Order is offer to buy Goods and/or Services** 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 and/or Services. Your Order is an offer by You to purchase the Goods and/or Services 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.

- 2.5 **If We cannot provide the Goods/Services:** If We are unable to supply You with the Goods/Services, We will inform You of this and We will cancel Your Order, or, if Your Order has not been processed, we will take no further action in respect of Your Order.
- 2.6 **Specification and Quantity** The specification for the Goods/Services 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.
- 2.7 **Changes to Conform to Requirements** We may make any changes to the specification of Goods/Services to conform to applicable requirements (safety, regulatory or other valid business reason).
- 2.8 **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 Form, and (if applicable) any specification for the Goods and/or Services.
- 2.9 **Order takes Priority** If any of these Terms conflict with any term of the Order, the Order will take priority.
- 2.10 **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.
- 2.11 **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.
- 2.12 **Promotional Material** Our website, catalogue and brochure are solely for the promotion of Our Goods and Services. They are subject to variation without notice and do not constitute offers to sell any goods or services. Accidental errors or omissions may be corrected by Us at any time without liability to You.
- 2.13 **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 colours accurately, We cannot guarantee that Your computer's display of the colours or the printed pictures accurately reflect the colour of 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 / services described. They shall not form part of the Terms or have contractual force.
- 2.14 **Language** These Terms are only in the English language and Our relationship is governed by English law.

### 3. CHANGES TO ORDER OR TERMS

- 3.1 We may revise these Terms from time to time in the following circumstances:
- 3.1.1 changes in how We accept payment from You;
  - 3.1.2 changes in relevant laws and regulatory requirements; and
  - 3.1.3 changes that We deem necessary for valid business reasons.

- 3.2 If 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/Services within 24 hours of receiving the confirmation by contacting Us, except in the case of made-to-measure Goods. Where this means a change in the total price of the Goods/Services, 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 clause 14. In the case of made-to-measure 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 SERVICES AND MADE-TO-MEASURE GOODS

- 4.1 We shall supply the Services 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 Services will be performed by the dates specified in the Order.
- 4.3 We warrant that We will provide the Services to You using reasonable skill and care.
- 4.4 Where You place an Order for made to measure goods, We shall provide You with Services in order to deliver the made to measure goods. Such an order will be referred to as a "Made to Measure Order" in the Terms. A Made to Measure Order arises when You ask Us to:
- 4.4.1 make Goods according to Your measurements, drawings and specifications. When We receive such measurements, drawings and specifications from You they will constitute a Made to Measure 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 providing the Services and completing the Made to Measure Order;
- 4.4.2 prepare drawings or detailed specifications in respect of Goods. We are under no obligation to provide such Services and may make a charge for doing so. If We produce drawings or specifications, You may amend them within seven (7) days of delivery, and no amendment or rejection will be accepted after that time. Such drawings or specifications will be deemed as accepted by You on the expiry of seven (7) days and will constitute an Order by You for the Goods. Time is of the essence of the obligations in this clause 4.4. The intellectual property rights which exist in any drawings or specifications We prepare for You, will be owned by Us.
- 4.5 Once We accept a Made to Measure Order and the specification and/or drawings relating to such Made to Measure Order is agreed by both of us in accordance with clause 6.5, We may proceed to manufacture the Goods in accordance with the Made to Measure Order and these Terms.

- 4.6 To the fullest extent permitted by law, You shall indemnify (reimburse) 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 Made to Measure Order or the use of the Goods supplied. This clause 4.4 shall survive termination of the Contract.
- 4.7 We reserve the right to amend specification or drawings relating to a Made to Measure Order if to do so does not materially affect or will improve the quality or performance of the Goods emanating from the Made to Measure Order. We may also amend a specification and/or drawing for the purpose of a Made to Measure Order if We are required to do so to comply with applicable laws or regulatory requirements. We will notify You of this.
- 4.8 Please make sure Your measurements are correct and accurate. We cannot accept the return of made-to-measure Goods if the reason for the return is because You provided Us with incorrect measurements or other incorrect information.

## 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 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 11 for 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 Location.
- 5.8 **Date and Time for Delivery** Any dates quoted for delivery are approximate only, 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 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.
- If You do not re-arrange delivery.** If You do not collect the Goods from Us as arranged or if, 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.
- 5.14 **Delivery in Instalments** If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge You 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.
- 5.15 **Risk** The Goods will be Your responsibility (risk) from the completion of delivery.

- 5.16 **Title** You own (have title to) the Goods once We have received payment in full for the Goods and any other goods or services We have supplied to You.
- 5.17 Until You have title to the Goods, You shall:
- 5.17.1 Hold the Goods on a fiduciary basis as Our bailee;
  - 5.17.2 Store the Goods separately from all other goods so that they are readily identifiable as Ours;
  - 5.17.3 Not remove, deface or obscure any identifying marks or packaging on or relating to the Goods;
  - 5.17.4 Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - 5.17.5 Notify Us immediately if You become subject to any of the events listed in 12.2 below;
  - 5.17.6 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 (if You are a business).
- 5.18 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.
- 5.19 **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](http://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. YOUR OBLIGATIONS

7.1 You shall:

- 7.1.1 ensure that the terms of the Order and any information provided in drawings or specifications are complete and accurate;
- 7.1.2 co-operate with Us in all matters relating to supply of the Goods and/or Services;
- 7.1.3 obtain and maintain all necessary licences, permissions and consents which may be required for supply of the Services before the date on which the Services are to start;

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

- 7.2.1 without affecting any rights or remedies available to Us, We may stop providing the Services to You until You resolve Your Default, and 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;
- 7.2.2 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 as set out in this *clause 7.2*; and
- 7.2.3 You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from Your Default.

## 8. SELLER'S WARRANTY OF GOODS

8.1 We warrant that on delivery, the Goods shall:

- 8.1.1 conform in all material respects with their description;
- 8.1.2 be free from material defects in design, material and workmanship; and
- 8.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 8.1.4 be fit for the purpose held out by Us.

8.2 The warranty in clause 8.1 does not apply to any defect in the Goods arising from:

- 8.2.1 a failure by You to operate or use the Goods in accordance with the user instructions;
- 8.2.2
- 8.2.3 any alteration or repair by You or by a third party who is not one of Our authorised repairers; and
- 8.2.4 any specification provided by You.

- 8.3 If You are buying the Goods as a consumer, this warranty is in addition to Your legal rights in relation to the Goods. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office.
- 8.4 Subject to clause 8.5, if:
- 8.4.1 You give notice in writing to Us during the warranty period within seven (7) days of delivery or supply that some or all of the Goods do not comply with the warranty set out in clause 8.1;
  - 8.4.2 We are given a reasonable opportunity of examining such Goods; and
  - 8.4.3 if 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.
- 8.5 We shall not be liable for Goods' failure to comply with the warranty set out in clause 8.1 if You make any further use of such Goods after giving notice in accordance with clause 8.4.
- 8.6 If You are a business this clause 8 sets out Our liability to You in respect of the Goods' compliance with the warranty set out in clause 8.1.
- 8.7 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.
- 8.8 You and We acknowledge that the Goods are not sold by sample.
- 8.9 These Conditions shall apply to any repaired or replacement Goods supplied by Us.

## 9. PRICE AND PAYMENT

- 9.1 **Price List** The price of the Goods and/or Services will be set out in the Order or in Our price list in force at the time We confirm Your Order. 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 \$ Australia Dollar (AUD), but We may agree (at Our discretion) to accept payment in Euro € (EUR) or US Dollar \$ (USD). Your card issuer or bank may charge You additional fees for processing payments in or converting from currencies other than sterling.
- 9.2 **VAT & Sales Tax** The price of the Goods and/or Services 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 and/or Services. 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 and/or Services in full before the change in the rate of VAT takes effect.
- 9.3 **Delivery and Packaging Costs** The price includes standard packaging. Delivery and bespoke packaging is not included in the price.



- 9.4 **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.
- 9.5 **Price Variation** We may increase the price if We give written notice to You before delivery to reflect:
- 9.5.1 any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - 9.5.2 any request by You to change the delivery date(s), quantities or types of Goods/Services ordered, or the specification; or
  - 9.5.3 any delay caused by Your instructions or failure of You to give Us adequate or accurate information or instructions.
- 9.6 **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.
- 9.7 **Incorrect Pricing** It is possible that, despite Our efforts, some of the Goods/Services 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/Services to You at the incorrect (lower) price.
- 9.8 **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 except American Express. We will charge Your credit or debit card at the time the Order is made.
- 9.9 **Payment Following Invoice – Businesses** Subject to any special terms agreed in writing between Us, We shall invoice You for the Goods/Services on or at any time after delivery of the Goods/Services, 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 collection or (as the case may be) We have attempted to deliver the Goods on at least one occasion.
- 9.10 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/Services shall be of the essence. Receipts for payment will be issued only upon request.
- 9.11 All payments shall be made to Us as indicated on Our invoice or any other payment notice We provide to You.
- 9.12 **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 or Services supplied to You except where payment is made by You in advance.
- 9.13 **Interest** 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 3% a year above the base lending rate of Lloyds TSB 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 judgment. You must pay Us interest together with any overdue amount.

- 9.14 **No Set-Off** 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 in order 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. OUR LIABILITY TO YOU

- 10.1 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 re-sale 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.
- 10.2 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 into this contract.
- 10.3 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 the manufactured material will affect the detectability of the Goods. We recommend that You test the Goods to ascertain suitability and detection levels.
- 10.4 We do not exclude or limit in any way Our liability for:
- 10.4.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - 10.4.2 fraud or fraudulent misrepresentation;
  - 10.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - 10.4.4 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
  - 10.4.5 defective products under the Consumer Protection Act 1987.
- 10.5 If You are a business customer, and subject to clause 10.4:
- 10.5.1 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; (d) loss of goodwill; or (e) any indirect or consequential loss arising under or in connection with these Terms; and

10.5.2 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 200% of the price of the Goods/Services.

10.6 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. EVENTS OUTSIDE OUR CONTROL

11.1 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.

11.2 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, or failure of public or private telecommunications networks.

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

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

11.3.2 Our obligations under these Terms will be suspended and the time it takes Us to perform 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.

11.4 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 clauses 13 and 14. We will only cancel the contract if the Event Outside Our Control continues for longer than thirty (30) days in accordance with Our cancellation rights in clause 16.

## 12. CUSTOMER'S INSOLVENCY OR INCAPACITY

12.1 If You become subject to any of the events listed in clause 12.2, or We reasonably believe that You are about to become subject to any of them and notify You of this, then, without limiting any other right or remedy available to Us, We may cancel or suspend all further deliveries to You and/or all further Services without incurring any liability to You, and all outstanding sums in respect of Goods delivered/Service supplied to You shall become immediately due and payable.

12.2 For the purposes of clause 12.1, the relevant events are:

12.2.1 You are in breach of a material clause in these Terms and, if Your breach can be remedied, You do not remedy Your breach within 14 days of Us asking You to do so;

12.2.2 You are unable to pay Your debts as they fall (being a company) within the meaning of section 123 of the Insolvency Act 1986, or (being an individual), 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; You make a proposal for or enter into any compromise or arrangement with Your creditors; (being a company) an order is made, for or in connection with Your winding up; (being an individual) You are the subject of a bankruptcy petition or order; a creditor or encumbrancer of Yours attaches or takes possession of, the whole or any part of Your assets and such attachment or process is not discharged within fourteen (14) days; (being a company) an application is made to court, or an order is made, for the appointment of an administrator; (being a company) a floating charge holder over Your assets has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over Your assets or a receiver is appointed over Your assets; 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 this clause;

- 12.2.3 You suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of Your business;
- 12.2.4 You or any person acting on Your instructions duplicates in whole or in part or takes steps or threatens to copy in any way any part of Our Goods/Services or uses them in a way not fully and expressly authorised by Us the intellectual property rights used by Us in Our business;
- 12.2.5 Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under these Terms has been placed in jeopardy; and
- 12.2.6 (being an individual) You die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing Your own affairs or becomes a patient under any mental health legislation.

12.3 Termination shall not affect any of Your or Our rights and remedies that have accrued as at termination. Clauses stated or intended to apply after Our contractual relationship has ended survive termination of the Contract and shall continue in full force and effect.

### **13. BUSINESSES: YOUR RIGHTS TO CANCEL**

Except where Your Order is a Made to Measure 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 charge for collection and administration and handling will be deducted from the refund that is due to You.

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

- 14.1 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:
  - 14.1.1 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.
  - 14.1.2 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.

- 14.1.3 If You cancel an Order under clause 14.1.1 or 14.1.2 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.
- 14.1.4 If You cancel an Order for Goods under clause 14.1.1 or 14.1.2 and We have already despatched 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.
- 14.2 Made-to-measure Goods are made to Your requirements and You will not be able to cancel Your Made to Measure Order once made.
- 14.3 **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:
- 14.3.1 **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 8;
- 14.3.2 **If You have just changed Your mind about the Goods/Services**, see clause 14.5. 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.
- 14.4 **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 14.4.1 to 14.4.4 below the contract will end immediately and We will refund You in full for any Goods which have not been provided. The reasons are:
- 14.4.1 We have told You about an upcoming change to the Goods/Services or these Terms which You do not agree to;
- 14.4.2 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;
- 14.4.3 there is a risk that supply of the Goods/Services may be significantly delayed because of Events Outside Our Control; or
- 14.4.4 We have suspended supply of the Goods/Services for technical reasons, or notify You We are going to suspend them for technical reasons.
- 14.5 **Exercising Your right to change Your mind (Consumer Contracts Regulations 2013).** For most Goods bought online You have a legal right to change Your mind within 14 days and receive a refund.
- 14.6 **When You don't have the right to change Your mind.** You do not have a right to change Your mind in respect of:

- 14.6.1 Any Goods/Services which are supplied pursuant to Your Made to Measure Order;
- 14.6.2 Goods sealed for health protection or hygiene purposes, once these have been unsealed after You receive them;
- 14.6.3 any Goods which become mixed inseparably with other items after their delivery.

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

- 15.1 **Tell Us You want to end the contract.** To end the contract with Us, please let Us know by doing one of the following:
  - 15.1.1 **Phone or email.** Call customer services on 01759 304200, and choose option 1 or email Us at customerservices@detectamet.co.uk. Please provide Your name, home address, details of the order and, where available, Your phone number and email address.
  - 15.1.2 **Online.** Complete the [form INSERT LINK TO ONLINE FORM] on Our website.
  - 15.1.3 **By post.** Write to Us at Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR, including details of what You bought, when You ordered or received it and Your name and address.
- 15.2 **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 customerservices@detectamet.co.uk 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.
- 15.3 **When We will pay the costs of return.** We will pay the costs of return:
  - 15.3.1 if the Goods are faulty or misdescribed; or
  - 15.3.2 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.
- 15.4 **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.
- 15.5 **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:
  - 15.5.1 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 a Goods to Us, see clause 15.2.

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

## 16. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 16.1 If We have to cancel an Order for Goods/Services (including Goods ordered by way of a Made to Measure Order) before the Goods/Services are delivered/performed:
- 16.1.1 We may have to cancel an Order before the Goods/Services are delivered/performed, due to an Event Outside Our Control or the unavailability of stock. We will promptly contact You if this happens.
- 16.1.2 If We have contacted You to arrange a re-delivery of the Goods and You have failed to provide Us with adequate instructions for re-delivery of the Goods.

## 17. INFORMATION ABOUT US AND HOW TO CONTACT US

- 17.1 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](http://www.detectamet.co.uk).
- 17.2 If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01759 304200 or by e-mailing Us at [customerservices@detectamet.co.uk](mailto:customerservices@detectamet.co.uk).
- 17.3 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 / [customerservices@detectamet.co.uk](mailto:customerservices@detectamet.co.uk). We will confirm receipt of this by contacting You in writing. If We have to 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.
- 17.4 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.
- 17.5 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.

## 18. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 18.1 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.
- 18.2 Where you are 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.

- 18.3 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.
- 18.4 We will not transfer your Personal Data outside of the European Economic Area without your consent.
- 18.5 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.
- 18.6 Having regard to the state of technological development and the costs of implementing any measures, We will:
- 18.6.1 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:
    - 18.6.1.1 the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
    - 18.6.1.2 the nature of the data to be protected; and
  - 18.6.2 take reasonable steps to ensure compliance with those measures.
- 18.7 We will use the personal information You provide to Us to:
- 18.7.1 provide the Goods/Services;
  - 18.7.2 process Your payment for such Goods/Services;
  - 18.7.3 for internal record keeping;
  - 18.7.4 inform You about similar Goods/Services that We provide, but You may stop receiving these at any time by contacting Us; and
  - 18.7.5 for market research purposes or to customise Our responses to You.
- 18.8 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.
- 18.9 We will only use Your personal data in connection with Our privacy policy (at [www.detectamet.co.uk/privacy-policy](http://www.detectamet.co.uk/privacy-policy)) and not give Your personal data to any other third party.

## 19. OTHER IMPORTANT TERMS

- 19.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under these Terms.
- 19.2 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).



- 19.3 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.
- 19.4 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.
- 19.5 If You wish to make a complaint about Our Goods/Services or the customer service You have received, please put Your 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 [customerservices@detectamet.co.uk](mailto:customerservices@detectamet.co.uk).
- 19.6 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts. 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 dealing as a consumer and are a resident of Scotland, You may also bring proceedings in Scotland.
- 19.7 If You are ordering via Our website, please note that Our site is governed by Website Terms & Conditions. Please take the time to read these, as they include important terms which apply to You.

**Model Cancellation Form**

*(Complete and return this form only if you wish to withdraw from the contract)*

To: Detectamet Limited, Unit 1 Halifax Way, Pocklington Industrial Estate, York YO42 1NR

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*]/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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