

## **Terms & Conditions Supply Only**

This website is operated by ADSF UK LTD As user of this website you acknowledge that any use of this website including any transactions you make is subject to our terms and conditions below (which includes any other important hyper-linked sections e.g. Returns & Refunds Policy, and Privacy Policy.

Read through these terms and conditions carefully before using this website; print a copy for future reference. Also read our Privacy Policy section regarding your personal information.

We reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website, it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use this website.

### ***Order Process***

All orders that you place on this website will be subject to acceptance in accordance with these terms and conditions. The 'confirmation' stage sets out the final details of your order. Following this, we will send to you an order acknowledgement email detailing the products you have ordered. Please note that this email is not an order confirmation or order acceptance from ADSF UK LTD

Acceptance of your order and the completion of the contract between you and us will take place on dispatch to you of the products ordered unless we have notified you that we do not accept your order or you have cancelled it (please refer to Returns & Refunds Policy)

### ***Delivery***

We make every effort to deliver goods within the estimated timescales; however delays are occasionally inevitable due to unforeseen factors. ADSF UK LTD shall be under no liability for any delay or failure to deliver the products within estimated timescales.

Risk of loss and damage of products passes to you on the date when the products are delivered or on the date of first attempted delivery by courier

### ***Payment***

We take payment from your card at the time we receive your order, once we have checked your card details and stock availability. Goods are subject to availability. In the event that we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the goods.

The price you pay is the price displayed on this website at the time we receive your order apart from the following two exceptions:

The product is unsuitable, every order is checked. If there is a problem with your order then you will be contacted by an advisor.

While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or canceling it.

If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

Payment can be made by any method specified on the website homepage. For information about secure on-line ordering see Privacy Policy. Title to any products you order on this website shall pass to you on delivery of the products provided that we have processed and received payment in full.

All prices are plus VAT at the applicable current rates.

Payment for account customers become due 30 days following end of month by BACS

### ***Warranty Failed Products***

All products purchased from this website carry a full 12 month warranty. Should any parts fail or break down during this period, we will offer a full repair or replacement following the return and inspection of the faulty product. Any returned product or products that are found to be faulty due to misuse and abuse or incorrect fitting or installation will not be replaced without further charge. ADSF UK LTD will not be responsible to cover cost for postage or courier when faulty parts are returned and replaced.

### ***Returns, Cancellations and Substitutions***

In the unlikely event that you receive faulty or damaged goods, please contact us by phone and confirm by fax or email within 24 hours. Return the faulty or damaged goods back to our Bristol dispatch centre. Sometimes the product specifications from the manufacturer may change, in which case we will do our best to offer you a substitute of the same or better quality at the same price. Where applicable, you may cancel your order in accordance with your rights under the Distance Selling Regulations (see the Returns and Refunds Policy page for further details)

### ***Intellectual Property***

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials or content made available as part of your use of this website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorized by us or our licensors.

You acknowledge and agree that the material and content contained within this website is made available for your personal non-commercial use only and that you may only download such material and content for the purpose of using this

website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

### ***Liability and Indemnity***

Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law. Subject to Section G1 above, ADSF UK LTD will use reasonable endeavors to verify the accuracy of any information on the site but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website.

ADSF UK LTD will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website and ADSF UK LTD accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the site.

Subject to Section G1 above, other than as expressly provided in these terms and conditions with respect to specific products and except for the exclusive remedies set out at Section E above, any indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law. Subject to Section G1 above, ADSF UK LTD will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any:

- 1) Economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings)
- 2) Or loss of goodwill or reputation; or;
- 3) Special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

Notwithstanding the above, subject to Section G1 ADSF UK LTD aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same clause.

This clause G does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorized access to information provided by you.

### ***Miscellaneous Provisions***

The contract between us shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England. English is the only language offered for the conclusion of the contract. We have selected our products on the basis that they will be used for domestic and commercial use only.

ADSF UK LTD shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

To provide increased value to our customers, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (1) the privacy practices of such websites, (2) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (3) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by ADSF UK LTD

ADSF UK LTD reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party. If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

These terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the U.K. Contracts (Rights of Third Parties) Act 1999) except:

- 1) ADSF UK LTD (as defined below) shall have the right to enforce any rights or benefits under these terms and conditions;
- 2) ADSF UK LTD shall have the right to enforce and take the benefit of the rights or benefits of any limitation or exclusion or limitation of liability in these terms and conditions;

3) A person who is a permitted successor or assignee under Section H8 above of the rights or benefits of these terms and conditions may enforce such rights or benefits.

4) No consent from the persons referred to in Section H9 is required for the parties to vary or rescind these terms and conditions (whether or not in any way that varies or extinguishes rights or benefits in favor of such third parties).

No delay or failure by ADSF UK LTD to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorized representative of ADSF UK LTD

These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and ADSF UK LTD relating to the use of this website (including the order of products) and sets forth the entire agreement and understanding between you and ADSF UK LTD for your use of this website.

We recommend you print out a copy of these terms and conditions for your future reference. If you have any questions regarding the ADSF UK LTD website please see the Contact section for more information and full contact details.