

**AE Site Products Ltd**  
Suite T Diss Business Park  
Hopper Way  
Diss  
Norfolk  
IP22 4 GT

## **TERMS AND CONDITIONS OF SALE**

### **1. DEFINITIONS AND INTERPRETATIONS**

#### **1.1** In these terms and conditions:

Reference to “**we**” and “**us**” is a reference to AE Site Products Ltd.

Reference to “**you**” is a reference to the purchaser of the Goods from us.

“**Contract**” means the contract between us for the sale and purchase of the Goods which incorporates these Terms.

“**Goods**” means the ETICS Pure Gold Render Removal and Cleaning Product for EWI and other items purchased by you from us.

“**Terms**” means these terms and conditions.

#### **1.2** These Terms are the only terms and conditions on which we contract for the sale of Goods and they form an integral part of the Contract between us. If we agree to vary any of the terms, the variation must be in writing confirmed by our duly authorised representative and by you.

### **2. PRICE**

#### **2.1** The price of Goods quoted on our website includes VAT (Value Added Tax). Where VAT is not included in the price, it will be added and payable by you at the appropriate rate.

#### **2.2** The cost of packaging and postage/carriage is shown separately and (in the case of special or overseas orders) will be quoted by us on request and payable separately from the price of the Goods.

#### **2.3** All published prices are subject to change at any time without notice.

### **3. ORDERING GOODS ONLINE**

#### **3.1** You confirm to us that all information which you are required to provide when ordering Goods online is accurate and complete in all respects at the time of the order and that this information relates to you/the person placing the order and not to any third party.

3.2 When an order is made online, the order confirmation issued by the company clearing the credit/debit card payment does not constitute acceptance of your order by us. We reserve the right to check any discrepancies and an order will be confirmed as soon as reasonably practicable and in any event before delivery of the Goods.

3.3 Any error in any ordering process due to technical or other reasons beyond our control entitles us not to treat the order as being binding on us.

#### **4. PRIVACY**

If you place an order, you will have to provide personal information to us. We will not disclose that information to any third party without your consent, except for the purpose of processing the order and arranging delivery.

#### **5. PAYMENT**

5.1 All payment for Goods and for the cost of packaging and delivery must be made before the Goods are delivered.

5.2 Payment online will be made by credit or debit card. At our discretion, we may accept payment by cheque or other means. In all cases, delivery will not occur until we are satisfied that the payment has been made. In the case of a payment by cheque, this will be after the cheque has been cleared.

#### **6. DELIVERY**

6.1 We will give you an estimated delivery date for the Goods. No times or dates provided by us are guaranteed but, unless otherwise agreed, we will deliver Goods within 30 days from the date we confirm acceptance of your order.

6.2 We will arrange for packing and we will decide on the method of delivery either by post, courier or otherwise.

6.3 You must notify us promptly and in any event within 48 hours of receipt of any Goods if they appear to be damaged in transit. In those circumstances, you must also keep all packaging as this may be required when making a claim.

#### **7. CANCELLATION**

7.1 You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you receive the Goods (or a third party indicated by you receives them). In the case of multiple deliveries under a single order, the cancellation period runs from receipt of the last delivery.

7.2 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement, e.g. a letter sent by post, fax or e-mail to the following address:

AE Site Products Ltd  
Suite T, Diss Business Park, Hopper Way, Diss Norfolk IP224GT

E: [info@ae-siteproducts.com](mailto:info@ae-siteproducts.com)

You may use the attached model cancellation form, but this is not obligatory.

- 7.3 You must communicate your decision to cancel the Contract to us before the cancellation period has expired.
- 7.4 You must take reasonable care of all Goods in your possession and return them to us, at your expense, appropriately packaged to avoid damage, within 14 days following the cancellation date.
- 7.5 If you cancel this Contract, we will refund all payments received from you. This will include the reasonable cost of delivery, if you paid for this. We may make a deduction from the refund for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you.
- 7.6 We will make the refund without undue delay, and not later than (a) 14 days after the day we receive back from you the Goods supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the Goods, or (c) if there were no Goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 7.7 We will make the refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund
- 7.8 In the case of Goods which are made and supplied to your specification or which have been personalised for you, you will **not** have the right to cancel the Contract.

## **8. RISK AND OWNERSHIP**

- 8.1 The risk of loss or damage to Goods passes to you when you actually receive the Goods (or when they are received by some third party that you identified to take possession of the Goods). If you have agreed to arrange collection collect the Goods from us, the risk in those Goods passes to you on collection by you or your carrier.
- 8.2 Ownership in all Goods remains with us until full payment of all amounts due to us has been received from you.
- 8.3 You will be responsible for the safe custody and insurance of all Goods in your possession.
- 8.4 You have no right to re-sell any Goods until payment has been received in full by us.

## **9. WARRANTIES AND LIABILITY**

- 9.1 We warrant to you that the Goods ordered by you will meet the description as shown on our website (or any other description given to you in writing).

- 9.2 We will not have any responsibility for any damage which occurs to the Goods after you receive them.
- 9.3 If any defect in any Goods appear within 14 days of delivery, you must notify us as soon as you become aware of the defect, giving us full details. We will then decide, in consultation with you, whether the defect is our responsibility. If so, we may arrange either to repair the defective Goods or to replace them with similar Goods. Any defective Goods to be returned to us must be returned at your expense.
- 9.4 We will not accept any responsibility for any wear and tear, accidental damage or failure by you or by any third party to adhere to any written recommendation provided in relation to the Goods.
- 9.5 Liability to you for loss or damage shall under no circumstances exceed the total amount you have paid us for those Goods. (However, we acknowledge that we cannot exclude legal liability for death or personal injury which is proved to be due to our negligence).

## **10. NOTICES**

- 10.1 If you wish to give us any notice relating to a matter covered by these Terms, whether you telephone us or not, you must confirm that notice in writing. In the case of email notices, these are to be sent to [info@ae-siteproducts.com](mailto:info@ae-siteproducts.com) and you must send them so as to return an acknowledgement of receipt. Notice may be sent by first class post to AE Site Products Ltd. Suite T, Diss Business Park, Hopper Way, Diss, Norfolk IP22 4GT.

## **11. CUSTOMER DEFAULT**

If you:

- give us any incorrect personal information, or
- fail to make any payment when it is due, or
- cancel any payment, or
- become insolvent, or
- commit any breach of these Terms

Then, in any of those events, we have the right to cancel the Contract and recover possession of any Goods which have been supplied for which payment has not been received in full.

## **12. FORCE MAJEURE**

We will not have any liability to you if we are prevented from performing any of our obligations on account of any circumstances beyond our reasonable control including, but not limited to, fire, flood, act of nature, terrorism, war, internet disruption, power failure, strike or difficulty in obtaining materials and/or labour. In any of these circumstances we reserve the right to cancel (or, at our option, to suspend) the Contract.

### **13. GENERAL**

- 13.1 **Severance:** If any provision in these Terms is held by a court to be unenforceable, that will not affect the remaining provisions of the Terms.
- 13.2 **Entire Agreement:** These Terms govern our relationship with you and in accepting them, you confirm that no other arrangement, agreement or representation applies.
- 13.3 **Assignment:** We reserve the right to assign any of our rights or obligations under the Contract to a third party on the basis that the existing contractual terms will become the responsibility of that third party. You will not be able to assign any of your rights or obligations without first getting our written consent.

### **14. INTELLECTUAL PROPERTY**

Where the Goods include designs or works of art, these are prepared by a designer or artist who owns the copyright in those works. You have no right to make any copies or adaptations of any of those Goods.

### **15. DISPUTES**

- 15.1 If there is a dispute which we cannot settle by direct negotiation, we may require that it is referred to mediation before any legal proceedings are commenced. In that event, the mediation will be conducted in accordance with the CEDR (Centre for Effective Dispute Resolution) mediation rules current at the date of the dispute, email address: [www.cedr.com](http://www.cedr.com).
- 15.2 Any dispute between us will be finally determined by the English courts and you agree to submit to the jurisdiction of those courts.

### **16. GOVERNING LAW**

These Terms and the Contract between us are governed by English law.

If you are a client/customer and we have made a contract with you by electronic means you may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us.

This service can be found at <http://ec.europa.eu/odr>

Our email address is [info@aesiteproducts.com](mailto:info@aesiteproducts.com).

### **Model Cancellation Form**

(From Schedule 3 of the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013)

To: AE Site Products Ltd, Suite T Diss Business Park, Hopper Way, Diss, Norfolk IP22 4GT  
info@aesiteproducts.com;

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