



OUR TERMS

1. THESE TERMS

- 1.1 We are Binder Limited, a company registered in England and Wales. Our company registration number is 02079553 and our registered office is at Progress Works, Old Ipswich Road, Claydon, Ipswich, Suffolk, IP6 0AG.
- 1.2 These are the terms and conditions on which we supply our goods to you.
- 1.3 No terms other than these terms will apply without our written consent. You should read these terms carefully and let us know if you think there is any mistake.
- 1.4 These terms apply if you are a business customer or a consumer. You will be a consumer if you purchase goods when acting wholly or mainly outside the course of your business, trade, craft or profession. In all other cases, you will be a business customer.
- 1.5 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 or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 1.6 The words "writing" or "written" in these terms, this includes emails.
- 1.7 You can contact us by using the contact details given at the end of these terms.

2. ORDERS

- 2.1 We will be deemed to accept your order when we contact you by email to confirm that your order has been accepted, at which point a contract will come into effect between us. If we are unable to accept your order, we will inform you of this and will not charge you for the product.
- 2.2 If, having accepted your order, we are out of stock of the goods, we will contact you, and may cancel your order without liability to you.
- 2.3 The images of the goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the goods. Your goods may vary slightly from those images.
- 2.4 You are responsible for ensuring that all details within your order are accurate. If you are providing measurements, you must ensure that these are correct.

3. DELIVERY OF GOODS

- 3.1 The cost of delivery will be as displayed to you on our website.
- 3.2 We will deliver the goods to you as soon as reasonably possible, and in any event [within 30 days] after the day on which we accept your order.
- 3.3 **If you are a business customer:** we shall use our reasonable efforts to deliver goods on the dates set out above, but shall have no liability for any failure to do so. Time shall not be of the essence. Our maximum liability for failure to deliver on time shall be limited to the excess cost (if any) to you of obtaining similar goods to replace those ordered from us.
- 3.4 **If you are a consumer customer:** if our supply of the goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 3.5 If you are not available to accept delivery of the goods, and you do not arrange for redelivery (other than for reasons outside of your reasonable control) we may:
- (a) charge the additional costs incurred by us as a result (including the cost for storing and insuring goods whilst we attempt redelivery); and/or
 - (b) end this contract; and/or
 - (c) exercise any other right available to us under the general law.

4. PRICE AND PAYMENT

- 4.1 The price of the goods will be as shown on the order pages when you place your order.
- 4.2 You must pay for the goods before we dispatch them. We will charge your credit or debit card at the time you place your order.

5. TITLE AND INSURANCE RISK

- 5.1 The insurance risk in the goods passes to you upon completion of delivery of the goods to the agreed delivery location.
- 5.2 Ownership of the goods passes to you upon the later of payment in full for the price of the goods and delivery of the goods.

6. WARRANTY AND QUALITY

- 6.1 We warrant that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the goods shall:
- (a) conform in all material respects with their description and any relevant specification; and

(b) be free from material defects in design, material and workmanship.

6.2 Subject to clause 6.3 and 6.4, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery (and no more than 7 days of discovery) that the goods do not comply with the warranty set out in clause 6.1;
- (b) we are given a reasonable opportunity of examining such goods; and
- (c) you return the goods to us at our cost,

we shall, at our option, repair or replace the defective goods, or refund the price of the defective goods in full.

6.3 We will not be liable for the goods' failure to comply with the warranty in clause 6.1 in the following circumstances:

- (a) you make any further use of such goods after discovery of the defect, unless such use could not reasonably be avoided;
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods or (if there are none) good trade practice;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (d) you alter or repair the goods without our written consent;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (f) title to the goods has not passed to you.

6.4 If any goods supplied by us are manufactured by a third party supplier:

- (a) we may assign the manufacturer's warranties to you, in which case your right of action in respect of any defects with goods shall be against the manufacturer, and you shall not pursue any claim against us in respect of any defects in the goods; and
- (b) our maximum liability or responsibility shall be no greater than that of the manufacturer's liability to us in respect of those goods.

6.5 **If you are a business customer:** Except as provided in this clause 6, we shall have no liability to you in respect of the goods' failure to comply with the warranty set out in clause 6.1.

6.6 **If you are a consumer:**

- (a) we are under a legal duty to supply goods that are in conformity with this contract. Nothing in these terms will affect your legal rights; and
- (b) if you wish to exercise your legal rights to reject goods that are faulty or mis-described, you must either post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. You must contact us using the details below to arrange any return before returning any goods.

6.7 These terms shall apply to any repaired or replacement goods supplied by us under this clause 6.

7. TERMINATION

7.1 We may end the contract at any time by writing to you if:

- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods; or
- (b) you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us;

7.2 If we end the contract in the situations set out in Clause 7.1 we will refund any money you have paid in advance for goods we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

8. YOUR RIGHT TO CHANGE YOUR MIND IF YOU ARE A CONSUMER

8.1 This clause 8 only applies **if you are a consumer**.

8.2 For most goods bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.3 Your right to change your mind does not apply in respect of goods that are made to your specifications or are personalised for you.

8.4 The period you have to change your mind is 14 days after the day you (or your nominee) receives delivery of the goods. If the goods are delivered in several instalments, you have 14 days after the day of the last instalment.

8.5 You can cancel the contract in one of the following ways:

- (a) by contacting Binder Limited by post, telephone or email using the details below. Please tell us what you bought, when you ordered or received it and your name and address; or
- (b) by completing the cancellation form at the end of these terms and posting or emailing it to us.

- 8.6 If you cancel the contract after goods have been sent to you, you must return them to us or (if they are not suitable for posting or delivery) allow us to collect them. You must contact Binder Limited on the details below to arrange a return, and you must send off the goods within 14 days of telling us you wish to end the contract.
- 8.7 If you are exercising your right to change your mind, you must pay for the costs of return. The costs of collection will be the same as our charges for standard delivery.
- 8.8 If you change your mind and are entitled to a refund, we will refund you the price you paid for the goods including delivery costs, by the method you used for payment. However, we may deduct from the price (or if we have already refunded you, you will repay) an amount equal to any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop.

We will only refund costs of delivery up to the costs of the least expensive delivery method that you could have chosen.

9. OUR LIABILITY FOR LOSS OR DAMAGE

The following clauses apply if you are a consumer:

- 9.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 9.2 If you are a consumer we only supply the goods to you for domestic and private use. If you use the goods for any commercial, business or re-sale purpose, our liability to you will be limited as if you are a business customer.

The following clauses apply if you are a business customer:

- 9.3 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 are excluded.
- 9.4 Subject to clause 9.6:
- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - (i) loss of profit,
 - (ii) loss of business opportunity;
 - (iii) damage to reputation or goodwill; or
 - (iv) any indirect or consequential loss;

in each case arising under or in connection with any contract between us;

- (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 the total sums paid by you for goods under such contract.

The following clause applies to all customers

9.5 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 goods under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

10.1 We will use the personal information you provide to us:

- (a) to supply the goods to you;
- (b) to process your payment for the goods; and
- (c) if you agreed to this during the order process, to give you information about other goods and services that we provide, but you may stop receiving this at any time by contacting us.

10.2 Where we extend credit to you for the goods we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

11. OTHER IMPORTANT TERMS

11.1 **Force Majeure:** we shall not be liable to you for any delays or failure to comply with these terms due to events outside of our reasonable control. Such events include, but are not limited to, fire, flood, wars, embargo, strikes, labour disputes strikes and lock-outs, shortage of transport, explosions, riots, restrictions or orders of any governmental authority, or change of laws.

11.2 **Transfer:** We may transfer our rights and obligations under these terms to another organisation, provided we give you notice in writing. You may only transfer your rights or your obligations under these terms to another person if we agree to this

in writing (we may not unreasonably withhold our consent). However, if you are a consumer you may transfer our guarantee at clause 6 to a person who has acquired the goods.

- 11.3 **Third Parties:** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except any person to whom rights are transferred under clause 11.2.
- 11.4 **Severance:** 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.
- 11.5 **Waiver:** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 11.6 **Contact Details:** you are responsible for providing us with your updated contact details.
- 11.7 **Notices:** any notices that must be given under these terms shall (unless stated otherwise) be given in writing. Any notice given by you must be given to us at our email address or postal address given below. Any notices given by us will be given by writing to you at the email address or postal address you provided to us in your order. Any notice given by post will be deemed to have been received 2 working days after posting. Any notice given by email will be deemed to have been received at 9am on the next working day after sending.
- 11.8 **Laws:**
- (a) If you are a consumer, these terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts.
 - (b) If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

12. CONTACTING US

- 12.1 You can contact Binder Limited by any of the following methods:
- (a) By telephone: 01473 830582
 - (b) By email: info@binder.co.uk
 - (c) By post: Progress Works, Old Ipswich Road, Claydon, Ipswich, Suffolk IP6 0AG

CANCELLATION FORM

You may contact us to request a cancellation or return by email, telephone or post using the details on our Contact Us page. Alternatively, you may request a cancellation by using this form.

Detach here:

To: Binder Limited, Progress Works Old Ipswich Road, Claydon, Ipswich, Suffolk, IP6 0AG

I: _____

give notice that I request to cancel my order for the following products:

Ordered on/received on: _____

Name: _____

Address: _____

Signature: _____

Date: _____

Once you have completed this form, please send it by post to:

Progress Works, Old Ipswich Road, Claydon, Ipswich, Suffolk IP6 0AG or by email to
info@binder.co.uk

If you ordered goods, you will also need to return your goods to enable us to process your refund.