

METAL GOODS (WALES) LIMITED – TERMS AND CONDITIONS OF BUSINESS

CONSUMER / INDIVIDUAL CUSTOMERS

YOUR ATTENTION IS PARTICULARLY DRAWN TO SECTION 4 AND 13 IN RESPECT OF OUR LIABILITY

THESE TERMS

- 1.1 These are the terms and conditions on which we supply goods to you, whether these are goods or services.
 - 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
2. Information about us and how to contact us
- 2.1 Who we are. We are Metal Goods (Wales) Limited a company registered in England and Wales. Our company registration number is 03169967 and our registered office is at Unit 1-4 North Court, North Road, Bridgend Industrial Estate, Mid Glamorgan, CF31 3TP.
 - 2.2 How to contact us. You can contact us by telephoning our customer service team at 01656 647755 or by writing to us at sales@metalgoods.co.uk or to our registered address as above.
 - 2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
 - 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
3. Our contract with you
- 3.1 Any quotation provided by us to you shall not be considered an offer or form part of the contract with you. Our quotations remain valid for a period of 3 calendar days from the date of issue, unless otherwise stated.
 - 3.2 Any order you place with us shall constitute your offer to purchase the goods in accordance with these terms and conditions. You are responsible for ensuring that the terms of your order and the details provided by you are complete and accurate and for ensuring the goods described in your order are accurate and meet your needs
 - 3.3 In addition to setting out the Goods, you must also ensure that, if required, you detail your requirements for a Test Certificate in your Order. You must notify the Supplier of your requirement for a Test Certificate at the time your Order is placed. If you do not include a request for a Test Certificate in your Order, we will not be able to provide a Test Certificate in respect of the Goods. For the avoidance of doubt, a Test Certificate means quality assurance document that certifies a material's technical parameters.
 - 3.4 Our acceptance of your order will take place when we email you to accept it or we tell you that we are able to provide you with the goods (which we will

confirm in writing), at which point a contract will come into existence between you and us.

- 3.5 If we are unable to accept your order, we will inform you of this and will not charge you for the goods. This might be because the goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the goods or because we are unable to meet a delivery deadline you have specified.
- 3.6 We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.7 Our website is solely for the promotion of our available goods in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

4. Our products/goods

- 4.1 The images of the goods on our website and in our catalogues 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.
- 4.2 The packaging of the goods may vary from that shown in images on our website.
- 4.3 As we order goods based on the measurements you have given us, you are responsible for ensuring that these measurements are correct. We accept no responsibility for goods supplied in accordance with measurements that you have provided and so you should ensure due care and attention is taken when submitting your measurements.
- 4.4 Further, we accept no responsibility for any goods which are fabricated or amended in accordance with your specific instruction, or instructions provided on your behalf.

5. Your rights to make changes

- 5.1 If you wish to make a change to the good(s) you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the good(s), the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
- 5.2 If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract in accordance with clause 8.

6. Our rights to make changes

- 6.1 We may change the good(s):

- 6.1.1 to reflect changes in relevant laws and regulatory requirements; and
- 6.1.2 to implement minor technical adjustments and improvements if such changes are made by the manufacturer.

In any event, we will notify you of such change in advance. If we do notify you of any change to the good(s), you may then contact us to end the contract before the changes take effect and receive a refund for any good(s) paid for but not received.

7. Delivery of the good(s)

- 7.1 The costs of delivery will be as displayed to you on our quotation.
- 7.2 During the order process we will let you know when we will provide the good(s) to you and provide an estimated delivery date.
- 7.3 If our supply of the good(s) 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, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods you have paid for but not received.
- 7.4 If requested, we will deliver the good(s) to your chosen address as specified on your order and will ensure such deliveries contain a delivery note showing the date of the order, relevant customer reference number and the type and quantity of good(s). We will also specify any special storage requirements.
- 7.5 If you have asked to collect the good(s) from our premises, you can collect them from us at any time during our working hours of 8.30-4.30pm Monday-Friday (excluding public holidays). Weekend collection can be arranged on request.
- 7.6 If no one is available at your address to take delivery, our courier will leave you a note informing you of how to rearrange delivery or collect the good(s).
- 7.7 If you do not collect the good(s) 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 10.2 will apply.
- 7.8 The good(s) will be your responsibility from the time we deliver the good(s) to the address you gave us or you collect it from us.
- 7.9 You will only own the good(s) once we have received payment in full.
- 7.10 We may need certain information from you so that we can supply the good(s) to you, for example, access information for delivery. If so, this be communicated to you at the time you place your order. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to

compensate us for any extra work that is required as a result. We will not be responsible for supplying the good(s) late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.11 We may have to suspend the supply of good(s) to:

7.11.1 deal with technical problems or make minor technical changes;

7.11.2 update the good(s) to reflect changes in relevant laws and regulatory requirements;

7.11.3 make changes to the good(s) as requested by you or notified by us to you (see clause 6).

8. Your rights to end the contract

8.1 Your rights when you end the contract will depend on how you purchased the good(s), what you have bought, whether there is anything wrong with it and when you decide to end the contract:

8.1.1 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 11;

8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

8.1.3 If you have just changed your mind about goods which you bought **online only**, see clause 8.3. You may be able to get a refund if you bought the goods online and 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;

8.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.5.

8.2 If you are ending a contract for a reason set out at 8.2.1 to 8.2.4 below the contract will end immediately and we will refund you in full for any goods which have not been provided. The reasons are:

8.2.1 we have told you about an upcoming change to the goods or these terms which you do not agree to;

8.2.2 we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the goods may be significantly delayed because of events outside our control; or

8.2.4 you have a legal right to end the contract because of something we have done wrong.

8.3 For most good(s) bought **online only** you have a legal right to change your mind within 14 days and receive a refund. This right does not apply to goods bought in person at one of our premises.

8.4 You **do not** have a right to change your mind in respect of goods that are **customised** or **bespoke** goods which are **manufactured to your specification**.

8.5 Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before the good(s) is delivered or the contract is completed, but you may have to pay us compensation. If you want to end a contract where we are not at fault and you have not changed your mind, just contact us to let us know and we can confirm whether we have already sourced your good(s) from our manufacturer. The contract will end immediately, and we will refund any sums paid by you for goods not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. How to end the contract with us (including if you have changed your mind)

9.1 To end the contract with us, please let us know by phoning, emailing, or writing to us.

9.2 If you end the contract for any reason after good(s) 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 our registered address or allow us to collect them from you. Please call customer services on 01656 647755 or email us for a return label or to arrange collection. If you are exercising your right to change your mind in respect of goods you have purchased online, you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 We will pay the costs of return:

9.3.1 if the good(s) are faulty or misdescribed; or

9.3.2 if you are ending the contract because we have told you of an upcoming change to the good(s) 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.

In all other circumstances (including where you are exercising your right to change your mind for good(s) bought online) you must pay the costs of return.

9.4 If you are responsible for the costs of return and we are collecting the good(s) from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

9.5 We will refund you the price you paid for the good(s) including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 If you are exercising your right to change your mind for good(s) bought **online only**, pursuant to clause 8.3:

9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect 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. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

9.7 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 for goods bought online then 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.

10. Our rights to end the contract

10.1 We may end the contract for goods at any time by writing to or phoning you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 3 calendar days of us reminding you that payment is due;

10.1.2 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

10.1.3 you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us.

10.2 If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for good(s) 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.

10.3 We may write to you to let you know that we are going to stop providing the good(s). We will use all reasonable endeavours to provide advance notice of any withdrawal and will refund any sums you have paid in advance for goods which will not be provided.

11. If there is a problem with the goods

11.1 If you have any questions or complaints about the goods, please contact us. You can telephone or email our customer service team.

11.2 Goods shall be provided in conformity with this contract (and the terms of the order) and will comply with sections 12-14 of the Sale of Goods Act 1979.

11.3 If you wish to exercise your legal rights to reject goods you must either return them in person to where you bought them, 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. Please call or email our customer service team.

12. Price and payment

12.1 The price of the goods (which excludes VAT) will be the price indicated on the quotation provided when you placed your order. We take all reasonable care to ensure that the price of the good(s) advised to you is correct.

- 12.2 All prices are exclusive of VAT which we shall pass on to you. If the rate of VAT changes between your order date and the date we supply the goods, 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.
- 12.3 It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the good's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the good's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.4 We accept payment by credit/debit card, cash or bank transfer. You must pay for the goods within 3 calendar days of your order being accepted and in all circumstances before we dispatch them. We will not charge your credit or debit card until we dispatch the goods to you.
- 12.5 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England 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.
- 12.6 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
13. Our responsibility for loss or damage suffered by you
- 13.1 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, but we are not responsible for any loss or damage that is not foreseeable. 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.
- 13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods; and for defective goods under the Consumer Protection Act 1987.
- 13.3 We are not liable for business losses. These terms and conditions only apply to contracts with consumers requiring goods for domestic and private use. If you use the goods for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Please see our terms and conditions for business to business transactions.

14. How we may use your personal information

We will only use your personal information as set out in our privacy policy.

15. Other important terms

15.1 We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.3 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.

15.4 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. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.

15.5 These terms are governed by the laws of England and Wales and you can bring legal proceedings in respect of the goods in the courts of England and Wales.