RE Thompson Ltd (t/a Monarch Washers) TERMS AND CONDITIONS

Please note that these terms and conditions will apply to any order made to the exclusion of all other terms and conditions (including any terms or conditions purporting to apply under any purchase order, confirmation order, specification or other document).

1. We reserve the right to alter prices without notice, when due to circumstances beyond our control.

2. VAT, when chargeable, will be charged at the rate current at the time of delivery. A VAT invoice will be issued with every sale. Please retain your invoice as proof of purchase.

3. Payment is in full before despatch, unless otherwise agreed. In the event that we agree payment after despatch, time for payment shall be of the essence. All payments must be made via bank transfer or by debit card using our card system.

4. Any dates specified by us for delivery are intended to be an estimate and time and delivery shall not be made of the essence by notice.

5. We shall not be liable for any direct, indirect or consequential loss (including, without limitation, pure economic loss, loss of profits, loss of business, and depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of goods.

6. If you fail to accept delivery of the goods or if we cannot deliver the goods on time because you have not provided sufficient information, the goods will be deemed to have been delivered, risk in the goods will pass to you and we may recover from you any costs and expenses incurred by us in retrieving, storing and re-delivering the goods.

7. Where appropriate, the customer is responsible for import duties and local taxes.

8. It is essential to check for damage on deliveries immediately on receipt of goods. Any damaged goods should be signed for as DAMAGED and notified to us by 12.00 Noon on the day following the day of the delivery, AT THE LATEST.

9. The goods are at your risk from the time of delivery.

10. In the event that we agree that the goods do not have to be paid for before delivery, ownership of the goods will not pass to you until we have been paid in full.

11. Until you pay for the goods, you must store the goods separately and keep them readily identifiable as our property and you must keep the goods in a satisfactory condition and adequately insured.

12. All goods supplied on each and any invoice remain the property of RE Thompson Ltd (t/a Monarch Washers) until full payment for each and any invoice to the customer for

goods or services supplied has been received by RE Thompson Ltd (t/a Monarch Washers) and such payment has cleared the banking system.

13. All our products are double checked before despatch and packaged according to our experience, but, we cannot accept responsibility for breakages during transit. Contact us if you receive product in a damaged condition and we will contact the transport service to claim for the damages.

14. By agreeing to these terms and conditions, you acknowledge that you have not relied on any statement, promise, representation, recommendation or advice given by us which is not expressly contained on our website or in writing by us. We do not exclude liability for fraudulent misrepresentation.

15. We will accept liability for death or personal injury caused by our negligence. Our total liability howsoever arising shall not exceed the price paid by you for the goods.

16. No liability or responsibility can be accepted for lack of operator familiarity with the product, substance and process involved or applicable legislation or the suitability of the goods provided.

17. Nothing in these terms and conditions shall affect your statutory rights as a customer.

18. If any provision of these terms and conditions are found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, and voidability. Unenforceability or unreasonableness be deemed severable and the remaining provisions of these terms and conditions and the remainder of such provision shall continue in full force and effect.

19. These terms and conditions shall be governed by the law of England and Wales