OUR TERMS AND CONDITIONS OF SALE

Please read the following important terms and conditions before you submit your order to us.

Our terms

1. These terms

1.1 **What these terms cover**. These are the terms and conditions on which we supply products or services to you.

1.2 **Why you should read them**. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products and services 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.

1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

(a) You are an individual.

(b) You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in green and those specific to businesses only are in blue.

1.4 **If you are a business customer this is our entire agreement with you.** 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.

2. Information about us and how to contact us

2.1 **Who we are**: We are SHS Balustrades & Handrails Ltd, a company incorporated in England with company number 09950341 and registered office address at Unit E6-E7 Westpoint, Middlemore Lane West, Aldridge WS9 8BG. Our trading name is SHS Products. Our registered VAT number is 341354132.

2.2 **How to contact us**. You can contact us by telephoning our customer service team on 01922 743 842 or by writing to us at *customerservice@shs-products.co.uk* or Customer Service, Unit E6/E7 West Point, Middlemore Lane West, Aldridge, Walsall WS9 8BG.

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 **How we will accept your order**. Our acceptance of your order will take place when we write to you (including by email) to accept it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order**. If we are unable to accept your order, we will inform you of this and we will not charge you for the product. This might be because the product is 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 product, or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number**: 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.

3.4 **We only sell to the UK**. Our website is solely for the promotion of our products and services in the UK. Unfortunately, we do not deliver to, or perform services at, addresses outside the UK.

4. Our products and services

4.1 **Products may vary slightly from their pictures**. The images of the products 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 products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 2% tolerance.

4.2 **Product packaging may vary**. The packaging of the product may vary from that shown in images on our website.

4.3 **Making sure your measurements are accurate**. If we are making the product to measurements, you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us. If we carry out a survey and take measurements for the products, we will be responsible for the measurements.

4.4 **Design drawing process.** Where you have ordered made to measure products, we will commence the preparation of the design drawings following your payment of the 50% deposit as set out in clause 12.4(b). We will let you know during the order process when we will provide the design drawings to you. Once you approve the drawings [in writing (which will include by email), this represents your agreement to the manufacture of the products in accordance with the drawings. We will not commence manufacture of the products until you have approved the drawings and paid the remainder of the price as set out in clause 12.4(b).

5. Your rights to make changes

5.1 If you wish to make a change to the product you have ordered before it is delivered, 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 product, 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8, *Your rights to end the contract*).

5.2 Where we provide CAD design services to you, the fee entitles you to 2 revisions of the 2D design within the design fee. Additional requested revisions are available at an extra charge of £75.00 plus VAT per revision. 3D designs are available at an additional cost of £350.00 plus VAT.

6. Our rights to make changes

6.1 **Minor changes to the products and services**. We may change a product or a service:

(a) to reflect changes in relevant laws and regulatory requirements; and

(b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

6.2 **More significant changes to the products, services and these terms**. In addition, we may make changes to these terms or the product and/or service, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products and/or services paid for but not received.

7. Providing the products

7.1 **Delivery costs**. The costs of delivery will be as told to you over the telephone, as set out on our website and/or as told to you in the course of email exchanges.

7.2 **When we will provide the products and perform the services**. During the order process we will let you know the estimated delivery time for the product(s). We will update you to confirm dates on which products will be delivered or supplied once products are manufactured. We will also agree with you when we will provide the services and we will confirm our agreement via email. We will contact you prior to delivery to agree the date of installation.

7.3 **We are not responsible for delays outside our control**. If our supply of a product or a service 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 product you have paid for but not received.

7.4 **Collection by you**. If you have asked to collect a product from our premises, you can collect it from us at any time during between 8:30am and 1.30pm on weekdays (excluding public holidays).

7.5 **You must carefully check products when they are delivered.** If your order should include glass, we ask that this is checked for defects or scratches on the day of delivery as we are unable to take responsibility if we have not been notified in writing or email on the day of delivery.

7.6 **If you are not at home when the product is delivered**. If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery or collect the product(s) from our premises at Unit E6/E7 West Point, Middlemore Lane West, Aldridge, Walsall WS9 8BG.

7.7 **If you do not re-arrange delivery**. If you do not collect a product from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect it from our premises 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 **If you do not allow us access to provide services**. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.

7.9 **Setting a new deadline for delivery**. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 8.4, you can give us a new deadline for delivery, which must be reasonable, agreed in writing, and you can treat the contract as at an end if we do not meet the new deadline.

7.10 **When you become responsible for the product**. Products will be your responsibility from the time we deliver the product to the address you gave us or you, or a carrier organised by you, collect it from us.

7.11 **When you own the product**. You own a Product once we have received payment in full.

7.12 **What will happen if you do not give required information to us**. We may need certain information from you so that we can supply the products and/or services to you, for example, your name, installation details (including site dimensions), delivery address, billing address, payment details, contact number and email address. If so, this will have been told to you over the telephone, on our website or told to you in the course of email exchanges. We will contact you to ask for this information. 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 product(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.

7.13 **Reasons we may suspend the supply of a product to you**. We may have to suspend the supply of a product to:

(a) deal with technical problems or make minor technical changes.

(b) update the product to reflect changes in relevant laws and regulatory requirements.

(c) make changes to the product as requested by you or notified by us to you (see clause 6).

7.14 **Your rights if we suspend the supply of a product**. We will contact you in advance to tell you we will be suspending supply of a product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 6 months and we will offer you an alternative product or refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.15 **We may also suspend supply of a product if you do not pay**. If you do not pay us for a product when you are supposed to (see clause 12.4) and you still do not make payment within 21 days of us reminding you that payment is due, we may suspend supply of the product until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the product. We will not suspend the product where you dispute the unpaid invoice (see clause 12.8). We will not charge you for the product during the period for which they are suspended. As well as suspending the product we can also charge you interest on your overdue payments (see clause 12.5).

8. Your rights to end the contract

8.1 **You can always end your contract with us**. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer of a business customer:

(a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 11 if you are a consumer;

(b) **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;

(c) **If you are a consumer and you have just changed your mind about the product and/or service, see** clause 8.3. You may be able to get a refund if you 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 products. **Please note that you are not entitled to change your mind and receive a refund in relation to any made-to-measure products, due to the bespoke nature of each item.**

(d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.**

8.2 **Ending the contract because of something we have done or are going to do**. If you are ending a contract for a reason set out at (a) to (e) below the contract will end

immediately and we will refund you in full for any products and/or services which have not been provided. The reasons are:

(a) we have told you about an upcoming change to the product, the services or these terms which you do not agree to (see clause 6.2).

(b) we have told you about an error in the price or description of the product and/or services you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products and/or services may be significantly delayed because of events outside our control;

(d) we have suspended supply of the products or services for technical reasons, or notify you we are going to suspend it for technical reasons, in each case for a period of more than 6 months; or

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

8.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013)**. If you are a consumer, for standard off-the-shelf products which are bought over the telephone, by mail order or by exchange of emails, 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. Unfortunately, you do not have the right to change your mind and receive a refund in relation to made-to-measure products, which are made to your specific requirements.

8.4 **When consumers don't have the right to change your mind**. Your right as a consumer to change your mind does not apply in respect of:

(a) any products which are made to your specific requirements (for example any of our made-to-measure products);

(b) services, once these have been completed, even if the cancellation period is still running (for example, our site surveys, technical drawings, or balustrade installation services cannot be cancelled once the service has been completed); or

(c) any products (for example our standard off-the-shelf products) which become mixed inseparably with other items after their delivery.

8.5 **How long do consumers have to change their minds in relation to off-the-shelf products and services?** If you are a consumer how long you have depends on what you have ordered and how it is delivered.

(a) **Have you bought services (for example, site surveys, technical drawings, or balustrade installation)?** If so, you have 14 days after the day

we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

(b) **Have you bought a product which is not made to your specific requirements?** If so, you have 14 days after the day you (or someone you nominate) receives the product to change your mind about the product.

(c) We advise that you don't arrange for fitting to commence until after you have safely received the products as transport problems or damage in transit may cause unforeseen delays for which we cannot accept liability.

8.6 **Ending the contract where we are not at fault and there is no right to change your mind**. 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 for standard off the shelf products and services before it is completed, but you may have to pay us compensation. A contract for products is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately. We will refund you any sums paid by you for products and/or services not provided but you will be required to pay our cancellation costs, which are set out in the table below.

Point of Cancellation by Customer	Cancellation Cost (subject to VAT)
Following order confirmation and before CAD production and Survey	£100.00 admin fee
Following CAD drawing production	£280.00 (includes £100 admin fee)
Following Survey	£880.00 (includes £100 admin fee)
At any stage of production (bespoke products)	100% of order value

9. How to end the contract with us (including if you are a consumer who has changed their mind)

9.1 **Tell us you want to end the contract**. To end the contract with us, please let us know by doing one of the following:

(a) **Phone or email**. Call customer services on 01922 743 842 or email us at *customerservice@shs-products.co.uk* with a completed copy of the Model Cancellation Form at Schedule 1. Please provide details of what you bought, when you ordered or received it and your name and address.

(b) **By post**. Print off the Model Cancellation Form at Schedule 1 and post it to us at the address on the form. Or simply write to Customer Service, Unit

E6/E7 West Point, Middlemore Lane West, Aldridge, Walsall WS9 8BG including details of what you bought, when you ordered or received it and your name and address.

9.2 **Returning products after ending the contract**. If you end the contract for any reason after a product has been dispatched to you or you have received it, you must return it to us. You must either return the product in person to where you bought it, post it back to us at Unit E6/E7 West Point, Middlemore Lane West, Aldridge, Walsall WS9 8BG or (if it is not suitable for posting) allow us to collect it from you. Please call customer services on 01922 743 842 or email us at *customerservice@shs-products.co.uk* for information in relation to delivery or to arrange collection. If you are a consumer exercising your right to change your mind (which does not apply to any products made to your specification) you must send off the product(s) within 14 days of telling us you wish to end the contract.

9.3 **When we will pay the costs of return**. We will pay the costs of return:

(a) if a product is faulty or misdescribed;

(b) if you are ending the contract because we have told you of an upcoming change to the product 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; or

(c) if you are a consumer exercising your right to change your mind.

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

9.4 **What we charge for collection**. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be as told to you over the telephone, on our website or told to you in the course of email exchanges.

9.5 **How we will refund you**. We will refund you the price you paid for the product including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 **Deductions from refunds if you are a consumer exercising your right to change your mind**. If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the product, if this has been caused by your handling it in a way which would not be permitted in a shop. Refunds will only be issued following full and satisfactory inspection of the returned items.

(b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

(c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.7 **When your refund will be made**. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

(a) If the product is a good and we have not offered to collect it, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

10. Our rights to end the contract

10.1 **We may end the contract if you break it**. We may end the contract for a product at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 21 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products or the services;

(c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or

(d) you do not, within a reasonable time, allow us access to your premises to supply the services.

10.2 **You must compensate us if you break the contract**. 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 a product that 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 end the contract if we don't hear from you.** If we prepare design drawings from you but you do not approve the drawings within a period of 6 months from the date on which the drawings are supplied to you, we may end the contract at any time by writing to you. If we do so, we will refund the 50% payment you made in accordance with clause 12.4(a) but we may deduct or charge you for the provision of the drawings.

10.4 **We may withdraw the product**. We may write to you to let you know that we are going to stop providing the products and/or services. We will let you know in advance of our stopping the supply of the product and/or services and will refund any sums you have paid in advance for products and/or services which will not be provided.

11. If there is a problem with the product

11.1 If you are a consumer, we are under a legal obligation to supply products that are in conformity with this contract. We also provide you with a warranty on the terms set out in clause 17.

11.2 **How to tell us about problems**. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on 01922 743 842 or write to us at customerservice@shs-products.co.uk or Customer Service, Unit E6/E7 West Point, Middlemore Lane West, Aldridge, Walsall WS9 8BG.

11.3 **Your obligation to return rejected products**. If you wish to exercise your legal rights to reject a product you must either return it in person to where you bought it, post it back to us or (if it is not suitable for posting) allow us to collect it from you. We will pay the costs of postage or collection. Please call customer services on 01922 743 842 or email or write to us at customerservice@shs-products.co.uk or Customer Service, Unit E6/E7 West Point, Middlemore Lane West, Aldridge, Walsall WS9 8BG for further information.

12. Price and payment

12.1 **Where to find the price for the product**. The price of the product (which includes VAT) will be the price as told to you over the telephone, set out in our brochure, on our website or told to you in the course of email exchanges and will be confirmed in our order confirmation email. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

12.2 **We will pass on changes in the rate of VAT**. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 **What happens if we got the price wrong**. It is always possible that, despite our best efforts, some of the products and/or services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's and/or service'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 product's and/or services 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 unmistakeable 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 products provided to you.

12.4 **When you must pay and how you must pay**. We accept payment through Cardnet. When you must pay depends on what product you are buying:

(a) For standard **products**, you will be asked to pay for the products at the point of order.

(b) For **products** made to your specification (for example our made-to-measure products), you will be asked to make an initial deposit payment of 50% of the price of the products, and the remaining 50% will be payable once you approve the design drawings in accordance with clause 4.4.

(c) For **services**, you will be asked to pay for the services at the point of order.

(d) If you are a business we may agree alternative payment terms with you.

12.5 **We can charge interest if you pay late**. 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 the Barclays Bank Plc 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 **We can charge an administration fee if you are a business and we need to chase you for payment.** We may apply an administration fee which will be charged at £25.00 plus VAT per item of correspondence from us to you regarding any overdue payment (including email, post, fax or telephone call).

12.7 **We can charge for storage of the product(s).** Any failure by you to accept a product delivered to the location as specified in your order, and/or a failure by you to provide any payments, instructions, documents, licences, consents or authorisations required to enable the product to be delivered on the due date, shall entitle us (at our sole discretion) to remove and store the product at your expense and risk. We may also charge you the cost of haulage both to and from the address requested and any other costs associated with such failure(s) by you.

12.8 **What to do if you think an invoice is wrong**. If you think an invoice is wrong please contact us promptly to let us know as soon as possible . You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on corre

13. **Our responsibility for loss or damage suffered by you if you are a consumer**

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** 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, for example, if you discussed it with us during the sales process.

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 products and/or services, including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

13.3 **When we are liable for damage to your property**. If we are providing services in your property, we will make good any damage to your property caused by us while doing so subject to the following provisions:

(a) we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

(b) We are not responsible for loss or damage resulting from your failure or negligence in ensuring the suitability for fitting our products. This includes but is not limited to damage to tiles, slabs, brickwork or masonry; fixings may crack or cause damage. We will however endeavour to reduce the risk of this as much as possible.

(c) We will not be responsible for any damage caused to your fixing surfaces or substructures as a result of the products being installed by either us or you (or your third party installer).

(d) When fixing into ceramic, porcelain tiles an additional fee of £250 plus Vat will be required to be paid in full prior to installation.

(e) Weatherproofing is your responsibility, we recommend that you gain architects and or engineers suggestions as to the suitability of your substructure and design in respect of weatherproofing the surface that you require us to fix to, we are not liable for any ingress of water resulting from your decision to install our systems.

(f) You acknowledge that it is your responsibility to check whether the installation of the products could affect or invalidate any warranties you have the benefit of which relate to the property or the materials used in the property. We will not be liable for any warranties which we may affect or invalidate.

We may require you to sign a form confirming your awareness of the above, or of any specific risk which our installer wishes to make you aware of. If you do not wish to sign the form, we shall not be obliged to perform the installation services in which case we will refund you the cost of the services less a deduction for compensation for our costs incurred.

13.4 **We are not liable for business losses**. We only supply the products and services to you for domestic and private use. If you use the products and/or services 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.

14. Our responsibility for loss or damage suffered by you if you are a business

14.1 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 products 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.

14.2 Except to the extent expressly stated in clause 14.1 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.

14.3 Subject to clause 14.114.1:

(a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or

consequential loss arising under or in connection with any contract between us; and

(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 products and/or services under such contract.

15. How we may use your personal information

15.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy.

16. Other important terms

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.2 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

16.3 If a court finds part of this contract illegal, the rest will continue in force. 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.

16.4 Even if we delay in enforcing this contract, we can still enforce it later. 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 products and/or services, we can still require you to make the payment at a later date.

16.5 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the products and services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products and services in either the Scottish or the English courts. If you live in Northern Ireland you can bring

legal proceedings in respect of the products and services in either the Northern Irish or the English courts.

16.6 **Alternative dispute resolution if you are a consumer**. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Federation of Master Builders (FMB). (See their website at *https://www.fmb.org.uk/about-the-fmb/dispute-resolution/*.) The Federation of Master Builders (FMB) will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

16.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business**. 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.

17. Warranty & Liability

17.1 We provide a warranty that on delivery and for a period of 12 months from delivery (**warranty period**), the products shall be free from material defects **in design, material or workmanship**. However, this warranty does not apply in the circumstances described below:

- Fair wear and tear;
- Wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- If you fail to operate or use the products in accordance with the user instructions;
- Any alteration or repair by you or by a third party who is not one of our authorised repairers;
- Any glass supplied by SHS (once signed delivery has taken place and no notification of defects made to SHS immediately has taken place)
- Corrosion of any kind resulting from failure to regularly clean the products or from products being used in a location or environment different to that stated at the point of sale.

17.2 Stainless Steel is a steel alloy and is resistant to rust and tarnishing but not stain/rust/**corrosion** proof and still requires general cleaning and maintenance, this also applies to our products are made from aluminium. The warranty set out in clause 17.1 above shall not apply to any stains/rust/corrosion.

17.3 If we agree that a product is not compliant with the warranty set out in clause 17.1 we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

17.4 We will not be liable for a product's failure to comply with the warranty in clause 17.1 if:

(a) you (or, if you are a business, your customer) make any further use of such product after giving a notice in accordance with clause 13.2(a);

(b) the defect arises because you (or, if you are a business, your customer failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product 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 (or, if you are a business, your customer alter or repair the product without our written consent; or

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

17.5 Except as provided in this clause 17, we shall have no liability to a business customer in respect of a product's failure to comply with the warranty set out in clause 17.1.

17.6 These terms (including any unexpired portion of the warranty period) shall apply to any repaired or replacement products supplied by us under clause 17.3.

SCHEDULE 1

Model Cancellation Form
(Complete and return this form only if you wish to withdraw from the contract)

To: Customer Service, Stainless Handrail Systems Limited, Unit E6/E7 West Point, Middlemore Lane West, Aldridge, Walsall WS9 8BG [or by email to: customerservice@shs-products.co.uk).]

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