

## Website Terms and Conditions of Use and Sale

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.  
LEGAL AGREEMENT

TEC Distributors plc are Registered in England.

Company Registration Number 02773406

Registered Office Address – Wycke Hill Industrial Estate, Maldon, Essex. CM9 6WH

VAT Registration No. GB 360320106

By entering the Website, and/or any page accessible on this site, and/or by purchasing products from TEC Distributors plc through the Website, or dealing with TEC Distributors plc in any way through the Website, you accept, without limitation or qualification, the terms and conditions set out below (the "Terms") without modification. By accessing and using this Website, including (without limitation) purchasing products, you acknowledge that you are bound by the Terms.

If you do not wish to be bound by the Terms you should not access or use the Website

TEC Distributors plc may modify the Terms in its absolute discretion from time to time with notice. You will be deemed to have accepted any modifications if you continue to use the Website after they have been posted.

### 1. TERMS AND CONDITIONS RELATING TO SALES OF PRODUCTS

#### 1.1 Contract

1.1.1 You will indicate by completing the appropriate order form on the Site the products that you wish to order. At the same time you will complete an authorisation for us to recover, through your credit or debit card, payments due to us.

1.1.2 Your order shall constitute an offer to us to purchase the Products specified in the order. We may accept or decline the order. If we acknowledge your order that shall not constitute an acceptance of it. If we accept the order we shall notify you of our acceptance (in these Terms "Acceptance") by email, and we shall confirm the price. We shall at the same time notify you of the identifying number (in these Terms the "Order Number") for your order and you will be required to quote it in any subsequent communications. Only at that point will a contract for the sale and purchase of Products come into being.

1.1.3 TEC Distributors plc reserves the right in its discretion to decline or to accept any order or to supply Products to any individual or company. If we decline to accept, or cancel, an order for which we have received payment, we shall refund the payment.

#### 1.2 Entire Agreement

1.2.1 Each order, Acceptance of each order and the supply of Products by TEC Distributors plc pursuant to an order shall be governed by these Terms. These Terms constitute the entire understanding between you and TEC Distributors plc in relation to any Products ordered and supplied through the Website. They supersede any other terms stipulated by you, whether in any order or during negotiations or any course of dealing established between you and us.

1.2.2 All descriptions, illustrations and indications or price of Products provided on this Website or otherwise communicated to you are for guidance only and intended merely to

present a general idea of the Products. Nothing contained in any such description, illustration or indication of price shall form any part of these Terms.

### 1.3 Price

1.3.1 The prices of the Products shall be those specified by TEC Distributors plc to you from time to time in accordance with the provisions headed "Orders and Contracts" above. Prices quoted on the Website are indicative only and are subject to change.

1.3.2 All prices on the Website are inclusive of United Kingdom VAT and exclusive of postage and packing. A summary of these postage and packing charges can be found at our delivery charges information page.

1.3.3 Prices on the Website may differ from those in TEC Distributors plc stores.

### 1.4 Delivery and Availability

1.4.1 TEC Distributors plc shall deliver Products ordered by you to a courier or postal service of TEC Distributors plc choice for delivery to the address that you have given us.

1.4.2 If you are resident in the UK, TEC Distributors plc shall wherever applicable, instruct the courier or postal service to deliver the Products to the address in the UK that you give us.

1.4.3 All delivery is subject to availability and time shall not be of the essence. We have indicated on the Website whether or not a Product is currently "in stock" (i.e. available in our warehouse for dispatch) or our estimate on when the Product will be available for dispatch. However, this is an estimate only, should not be relied upon and may be subject to change. If there is any delay, we will notify you of this and give you a new delivery time. As we process your order, we will also notify you if any Products unfortunately are not available. [If a Product is not immediately available for delivery, orders placed will be held and you will not be charged until the Product(s) are dispatched.]

### 1.5 Inspection, Delivery Delays and Non-Delivery

1.5.1 Nothing in this clause affects your statutory rights pursuant to the provisions headed "Right to Cancel and Returns" below.

1.5.2 You must inspect the Products as soon as is reasonably practicable after delivery. Within fourteen (14) working days of delivery you shall notify TEC Distributors plc in detail and in writing of any defect in the Products or of any other complaint that you may have in relation to the Products. If you fail to give notice in accordance with this clause, the Products shall be conclusively presumed to be in all respects in accordance with the order and free from any defect that would be apparent on reasonable examination, and you shall be deemed to have accepted the Products accordingly.

1.5.3 Subject to the conditions set out below, if you establish to our reasonable satisfaction that any Products are not in accordance with these Terms or any other contract between us or are defective, your sole remedy shall be either the replacement of the Products or refund to you of the purchase price and any delivery costs or, where sums are owed by you to us, the issue of a credit note or a credit card account refund against return of the Products. If we require you to return the Products to us and they are defective we shall reimburse your reasonable postage cost of returning them. These remedies are subject to the following conditions:

1. the claim is made in writing to TEC Distributors plc within six (6) months after Acceptance, or such other period as may be indicated by us for specific Products from time to time;

2. the Products or parts to which the claim relates are returned to TEC Distributors plc within that period suitably packaged and carriage-paid and, where relevant, in accordance with any particular instructions that we may have notified to you at the time of supply. Returned Products or parts must be accompanied by an advice note stating the Identifying Number and the nature of any claimed defect, together with such further information as TEC Distributors plc may at the time of supply have stipulated.

1.5.4 You shall make any queries regarding shortages of Products by reference to the Acceptance:

1. within seven (7) working days of the date of the Acceptance;
2. in writing; and
3. quoting the Identifying Number.

1.5.5 Queries regarding Products where we notify you of dispatch but they are not received by you must be made within seven (7) working days of the date of Acceptance, and the Identifying Number must be quoted. Without prejudice to the provisions under the headings "Passing of Risk and Property" and "Liability" and the force majeure provisions below, TEC Distributors plc need not entertain any query made thereafter.

## 1.6 Passing of Risk and Property

1.6.1 Risk of loss or damage to, and title to, the Products shall pass to you at the time of delivery of the Products to you.

## 1.7 Right to Cancel and Returns

1.7.1 If you are wishing to return Products because they are faulty please see the "Inspection, Delivery Delays and Non-Delivery" paragraph above. You may also return any Products within fourteen (14) days of receipt for whatever reason. Further details of your right to cancel are given in the e-mail confirming your order.

1.7.2 In addition to your right to return Products within 14 days, if you are a Consumer (i.e. a natural person who, in contracts to which the Consumer (Distance Selling) Regulations 2000 apply, is acting for purposes that outside his or her business), you have the right to withdraw from your purchase within seven (7) working days of the date the Product is delivered. All customers who cancel under this statutory "cooling off period" shall be entitled to a full refund. Any customers who would like to cancel an order pursuant to this statutory right should contact our customer services team (see "Customer Services" below for contact details).

1.7.3 If we have not yet dispatched the Product, you may cancel your order by logging into your account on the website and accessing your order history. If the item is showing as "awaiting dispatch" this means we have not dispatched your order and you may cancel it online.

1.7.4 If you would like to return any Product which is not defective in accordance with this clause, please note that we will not refund any delivery costs paid by you as part of your initial order.

## 1.8 Liability

1.8.1 Nothing in these Terms shall be read as limiting TEC Distributors plc liability for death or personal injury arising from a wrongful act or omission on our part.

1.8.2 TEC Distributors plc will be responsible for any losses you suffer as a result of us breaching these conditions if the losses were reasonably foreseeable to both you and us when you commenced using the Website, or a contract for the sale of goods by us to you was

formed. We will not be responsible for any economic or business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or for any indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the Website or when a contract for the sale of goods by us to you was formed. TEC Distributors plc does not limit in any way our liability for death or personal injury.

1.8.3 These Terms shall not affect your statutory rights. If you have any doubts as to your statutory rights then you should contact your local Citizens Advice Bureau or the local Trading Standards Department.

## 2. TERMS AND CONDITIONS RELATING TO USE OF THE WEBSITE

### 2.1 Information on the Website

2.1.1 Unless specifically stated otherwise, TEC Distributors plc is not responsible for the information relating to TEC Distributors plc on the Website and makes no warranty in respect of its timeliness, accuracy or availability.

#### Intellectual Property Rights

2.1.2 The Website, and all the text, information and graphic representations or images on it ("Content"), are owned by, or licensed to TEC Distributors plc. The copyright and all other intellectual property rights in the Content are the sole and exclusive property of TEC Distributors plc or its licensors.

2.1.3 You may view the Website on your computer screen and print its contents on your printer for your personal and non-commercial use only. For the avoidance of doubt, anything printed will form part of the Content. Without TEC Distributors plc written consent, you may not use, transfer, copy or reproduce any part of the Content, this website or its source HTML code in whole or in part, in any form or by any means, electronic, mechanical or otherwise, except for the sole purpose of viewing its content. This includes electronic reproduction by uploading or downloading.

2.1.4 You warrant that it is legal for you to view this site in the jurisdiction to which you are subject. You are responsible for compliance with all laws of that jurisdiction, in viewing or using the Content.

### 2.2 Using the Website

2.2.1 Wherever you are asked to provide information in connection with the Website, you agree to provide true, accurate, current and complete details. You are not obliged to provide TEC Distributors plc with any optional information requested. You can access and update much of the information you provided to us through your user account.

You agree not to:

- \* impersonate another person or use a false name or a name you are unauthorised to use, or create a false identity or origin or e-mail address or try to mislead us or others as to identity or origin of any communications or to provide inaccurate or unreliable contact details;
- \* modify, access or make available data stored on a computer or device which you have accessed through our network, when either: the owner of the data, computer or device has taken steps to prevent you from doing this; or the owner has expressed a wish that you do not do this;
- \* make available or upload files that contain software or other material, data or information not owned by or licensed to you or collect information about others (eg. names/addresses) without their prior consent;
- \* damage, interfere with or disrupt access to the Website or do anything which might impair its functionality;

- \* use the Website in any way to send unsolicited (commercial or otherwise) e-mail ("Spam") or any material for marketing or publicity purposes, or any similar abuse of either;
- \* publish, post, distribute, disseminate or otherwise transmit, defamatory offensive, infringing, obscene, indecent or other unlawful or objectionable material or information;
- \* make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;
- \* falsify the true ownership of software or other material or information contained in a file made available via the Website;
- \* obtain or attempt to obtain unauthorised access, through whatever means, to the Website.

2.2.3 On registering with the Website you will choose a confidential password to access your user account. You agree to accept responsibility for all activities that occur under your account or password (including, without limitation, all orders placed through your account) and so you should ensure that you keep your password safe and confidential. You should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

## 2.3 No Unlawful or Prohibited Use

2.3.1 You undertake to TEC Distributors plc that you will not use the Website for any purpose or in any way that is prohibited by these Terms or is otherwise unlawful.

2.3.2 You agree to indemnify TEC Distributors plc, its officers, employees, and licensors in respect of any loss that it or they may suffer as a result, directly or indirectly, of any breach by you of this undertaking.

## 2.4 Liability Disclaimer regarding Access to or Use of the Website

2.4.1 These provisions do not deal with liability arising from purchases of Products (for which see the provisions headed "Liability" under the "Terms and Conditions relating to sales of Products" above).

2.4.2 You agree that you use the Website entirely at your own risk.

2.4.3 In preparing this Website, TEC Distributors plc has endeavoured to offer current, correct and clearly expressed information. However, TEC Distributors plc cannot guarantee that the information will be accurate, complete or current at all times and accepts no liability for any reliance placed by any person on the information.

2.4.4 TEC Distributors plc makes no representations or warranties of any kind about the suitability, reliability, timeliness, and accuracy of the information contained on this Website for any purpose. TEC Distributors plc expressly disclaims all warranties and conditions with regard to this information, including, without limitation, warranties of technical efficiency, satisfactory quality, availability, non-infringement, completeness and fitness for a particular purpose to the extent permitted by law.

2.4.5 TEC Distributors plc does not accept any responsibility for any errors or inaccuracies in any advertising material.

2.4.6 TEC Distributors plc shall not be liable for any damages whatever, including but without limitation to, damages for loss of use, data or profits, arising out of the use or performance of this Website, the provision of or failure to provide services, or for any information obtained through this Website, or otherwise arising out of the use of this Website, whether based on contract, tort, or otherwise, without limitation, even if TEC Distributors plc has been advised of the possibility of damage.

2.4.7 If you are dissatisfied with any portion of this Website, or with any of these terms of use, your sole remedy, except as specifically provided in these terms, is to stop using the Website.

2.4.8 Notwithstanding anything in these Terms TEC Distributors plc does not disclaim liability for death or injury caused by its own negligence.

2.4.9 TEC Distributors plc reserves the right to remove any information or material on the Website without warning, and without prejudice to any other accrued rights, and/or make available such information or material when required to do so by law or when requested to do so by regulatory bodies or law enforcement organisations.

## 2.5 Availability

2.5.1 TEC Distributors plc reserves the right at any time to modify or discontinue, temporarily or permanently, your access to or use of the Website with or without notice.

## 2.6 Virus Protection and Compatibility

2.6.1 While certain precautions have been taken to detect computer viruses and ensure security, TEC Distributors plc can not guarantee that the Website is virus-free and secure.

2.6.2 TEC Distributors plc shall not be liable for any loss or damage which occurs as a result of any virus or breach of security. TEC Distributors plc does not give any warranties as to the compatibility of the Website with your computer systems, software and/or hardware.

## 2.7 Links to Third Party Sites

2.7.1 This website contains links to websites operated by parties other than TEC Distributors plc ("Third Party Websites"). These links are provided for your convenience. When you activate one of them, you will leave the Website. TEC Distributors plc has no control over, and will accept no responsibility for or liability in respect of, material on any website that is not under its control.

2.7.2 The inclusion of links to Third Party Websites does not imply any endorsement of the material on them or any association with their operators.

2.7.3 You will not arrange for any Third Party Website to be connected to any part of the Website by way of hyperlink or otherwise without TEC Distributors plc written consent

## 2.8 Termination of Use

2.8.1 TEC Distributors plc may restrict your access to the Website, refuse to correspond with you, and/or remove your details from the relevant database without prejudice to any other accrued rights, without prior notice to you where:

- \* there is a regulatory or statutory change limiting the ability to provide access to the Website;

- \* there is any event beyond the reasonable control of TEC Distributors plc preventing TEC Distributors plc from providing access to the Website (for example, and without limitation, technical difficulties, capacity problems and communications failures);

- \* TEC Distributors plc considers in its sole discretion that you are abusing the Website or are otherwise acting in breach of these Terms.

## 2.9 Monitoring

2.9.1 TEC Distributors plc reserves the right to monitor and track your visits to the Website.

### 3. GENERAL TERMS AND CONDITIONS

3.1 Those who choose to access the Website from locations outside of the UK are responsible for compliance with local laws relating to such access if and to the extent local laws are applicable.

3.2 A failure or delay by TEC Distributors plc in enforcing compliance with these Terms shall not be a waiver of that or any other provision of these Terms.

3.3 None of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.

3.4 Any rights not expressly granted in these Terms are reserved to TEC Distributors plc.

3.5 If TEC Distributors plc is hindered or prevented from performing its obligations under these Terms for any cause beyond its reasonable control or by reason of its inability to procure services, materials or articles required for the performance of the contract except at prices higher than those applicable at the date of your order, TEC Distributors plc may at its sole option delay the performance of, or cancel the whole or any part of the contract. In that event, TEC Distributors plc shall not be responsible for its delay or cancellation or any inability to deliver or perform its obligations.

3.6 If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

3.7 These Terms constitute the entire agreement between you and TEC Distributors plc as to your use of the Website and shall supersede any prior agreement or representation in respect thereof.

3.8 The express provisions of these Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

3.9 Any and all notices to be given by either one of us to the other pursuant to or in connection with these Terms shall be deemed sufficiently given when forwarded by e-mail or facsimile transmission in each case addressed to you at the e-mail address or facsimile number you have given us or to us at the e-mail address or facsimile number displayed on the Website.

3.10 English law governs these terms and conditions. You submit to the non-exclusive jurisdiction of the English courts.

### 4. COPYRIGHT AND TRADE MARK NOTICES:

4.1 All contents of this website are: Copyright TEC Distributors plc