

Terms and Conditions of Sale - RUBBERSMART.co.uk

The Rubber Company Limited t/a RUBBERSMART.co.uk (Seller) is fully committed to providing customers (Buyers) with excellent quality customer service, high quality products and competitive prices, with the objective of full customer satisfaction.

1. General

The Seller's primary status is as a business to business supplier and relevant terms and conditions of Sale are available on request or online: www.the-rubber-company.com. The Seller also offers goods for sale to b2b customers, other consumers and end-users through RUBBERSMART.co.uk . Any Seller acceptance of a contract to supply goods from RUBBERSMART.co.uk ., hereafter referenced as 'Seller', is subject to these conditions of sale, and shall override any Buyer terms unless explicitly agreed by the Seller in writing (either in hard copy or email).

2. Prices

- i. Unless otherwise agreed, all prices exclude VAT and transport costs. Delivery quotations are for kerb side UK Mainland, and delivery cost to other areas will be dependent on weight and packing dimensions.
- ii. The Seller endeavours to maintain prices offered online (errors and omissions excepted), but reserves the right to alter prices without notice. In event of price alteration, notification will be made prior to dispatch of goods allowing the opportunity for a Buyer to cancel the order at this point.

3. Orders / specifications

- i. Orders submitted by Buyers shall not be deemed as accepted until acknowledged in writing by the Company, and any changes must be agreed by the Seller and Buyer in writing. In pursuit of improving product performance, design changes occur and therefore from time to time alterations to descriptions, specifications, colours, sizes, capacities and illustrations may take place. Buyers will be

informed of any possible changes at time of ordering prior to goods being dispatched

- ii. Any images displayed online are purely for illustrative purposes only. Colours are displayed as accurately as possible, however, they may be reproduced differently on screen or in print form on Buyers' devices, resulting in goods received potentially with inconsistent colour to those accessed by Buyers. Items not manufactured in-house by the Seller may be promoted with images, or descriptions supplied by other manufacturers and the Seller is not responsible for deviation to images or descriptions.
- iii. Where specific colours, dimensions or other specifications or specific delivery dates are required, the Buyer has responsibility for ensuring this is communicated clearly in writing.
- iv. Orders placed will be acknowledged during normal working hours (Monday – Friday 9.00am – 5.00pm) with a confirmed cost and estimated delivery date. In the event of any concern regarding acknowledgement details, the Seller will try to provide a satisfactory resolution where possible, or the opportunity for a Buyer to cancel the order will be given at this point prior to dispatch, unless products are being manufactured to order and acknowledgement details and production lead times are as displayed in product information.

4. Delivery

- i. Delivery lead times are estimates. The majority of products featured at RUBBERSMART.co.uk are kept ex-stock for fast delivery. Any products manufactured to order will have an approximate production lead time detailed in the product information and you will be advised in writing if there is any delay. We aim to dispatch stock product line goods within 24-72 hours, usually on a next day delivery service, and this will be advised by email. We use professional transport companies, selected according to weight and dimensions of product ordered for the best economy. Please advise should you need a specific delivery date, or wish to pay a surcharge for a timed delivery. For overseas deliveries, the most cost-effective service will be

sought and advised, prior to dispatch. In the unusual event of a delivery being delayed because of a transport issue beyond the control of RUBBERSMART.co.uk , we will not be liable for any consequences. Should we unexpectedly not have sufficient stock of a product to satisfy order requirement, we will advise the expected lead time to allow a choice of waiting for stock to be replenished, or cancellation of order. Unless otherwise agreed in writing, delivery of the goods shall take place at the address specified by you as close as possible to the estimated date specified by the Company. If delivery of the whole of the order at one time is not possible due to shortage of stock or other unexpected circumstances, the Seller will offer to deliver the order in instalments, without additional cost to the Buyer.

- ii. Goods are delivered to the kerbside of address given by Buyers. The Buyer has responsibility to advise if there are any relevant access problems.
- iii. Unless you give permission to allow consignments to be left at your premises without a signature (at your risk), someone aged 18 or over will need to be present to sign for delivery. Failed attempts to deliver will result in a return delivery charge and leaving goods without a signature is entirely at your own risk. The Seller does not accept claims for shortage or damage after the goods have been delivered, unless the transport company's advice note has been marked as damaged or incomplete in which case the Seller should be notified in writing within 24 hours of delivery. Non-delivery due of the complete order in the rare event of loss in transit must be notified within 7 days of date of invoice.

5. Return of goods

- i. RUBBERSMART.co.uk aims for Buyers to be entirely happy with purchases, but if you decide an item is unsuitable within 14 days, please contact us. To be eligible for return, items should be unused, in original packaging and suitable for resale. Any returns accepted will warrant a 20% re-stocking charge and the transport cost for the return is to be paid by the customer. A refund of the purchase

price, minus the 20% re-stocking/handling charge, will be processed by card or bank transfer (according to how original payment was made) within 7 days of receipt of the returned goods.

ii. Should any item be received in a damaged condition, the delivery should be signed for with any damage noted on the delivery note. Notification of full details should be sent to us within 24 hours by email or telephone. If goods are faulty, we will arrange collection and either replacement with free shipping or a full refund.

iii. Products which are custom made to order and not a stock item are not eligible for return. In the case of Business to Business supply and The Sale of Goods Act 1979 applies. If you are purchasing for home use The Consumer Protection (Distance Selling) Regulations will apply. In the event of wanting to cancel an order please contact us. This will not affect legal rights as a consumer in relation to made-to-order goods that are faulty or not as described.

iv. Cancellations / credits are issued by the payment method originally used. Cheques will be issued up to 10 days after your original payment date to allow sufficient time for security checks. Refunds to credit or debit cards will be issued quicker.

6. Payment

Payment of fully cleared funds will be required in advance of goods being dispatched. Please note you may have to wait up to 5 working days for cheque payments to be confirmed as valid and cleared before your goods can be despatched.

7. Risk

Upon delivery of goods, the Buyer accepts risk in the goods.

8. Warranty / liability

The Seller warrants that goods are produced within the accepted tolerance levels in compliance with the standard specifications given. Unless otherwise specified, the Seller does not warrant the fitness of the Goods for any particular purpose, regardless of knowledge of the purpose. No such warranty is to be implied from the name or description under which the goods are sold, nor for any advice or recommendation given by the Seller, or its employees or agents. Furthermore, other conditions, guarantees or warranties whether expressed or implied by statute, common law or otherwise including conditions, guarantees

or warranties as to quality, fitness for purpose or description of the goods or their life of wear under any conditions whether known or made known to the Seller or not are, to the fullest extent permitted by law, hereby excluded. The Seller's liability for any and all direct loss or damage resulting to the Buyer from defects in the Goods or any other cause shall be limited to the purchase price of the quantity of goods regarding any such loss or damage claimed. The Seller shall be under no liability to contract or in tort for any loss or damage or personal injury arising directly or indirectly out of the supply or use of goods other than death or personal injury resulting from negligence of the Seller within the meaning of Section 1 of the Unfair Contract Terms Act 1977.

9. Events outside our control

The Seller shall not be liable for any delay in delivery or manufacture of goods resulting from circumstances beyond its reasonable control, including but not limited to, acts of god, strikes, lockouts, accidents, terrorism, war or riot, sabotage, plant / machinery failure or shortage of raw materials.

10. Intellectual property rights / copyright

The display of, or sale of, goods by the Seller shall not transfer or affect ownership of any intellectual property rights, registered trademarks or related conditions of the goods. No use, distribution or copying of any information contained within the Company's publications or websites is permitted without prior written consent.

11. Data protection and Cookies

The placing of orders will require you to provide the Company with names, addresses and other relevant detail to enable the supply of goods. The privacy of RUBBERSMART.co.uk customers is taken very seriously and we observe appropriate UK Rules on Data Protection. Buyer's information is only used for internal purposes for order processing and never passed to third parties, other than for processing payment and contact details for organising delivery. Basic login data is collected (e.g. email address, password, company name) to identify customers and to send order confirmations. Delivery and billing information (e.g. billing/delivery addresses, phone number) is collected at the Checkout page in order to process your

order and to contact you should there be a problem with your order.

We also collect contact details for marketing purposes and to inform you of new products and services and any special offers we may have from time to time, which you can opt out of. Buyers' privacy is valued and the Seller confirms that Buyer details are never passed to a third party, other than for order processing and facilitating delivery. Payment details are processed by PayPal or WorldPay for secure online processing of card payments.

Information is collected about visits to our web site by cookies. "Cookies" are data that a website transfers to an individual's hard drive for record-keeping purposes. Cookies, which are industry standard and are used by many websites, including RUBBERSMART.co.uk, can facilitate a user's ongoing access to and use of a site. Should Buyers not want information collected through the use of cookies, browsers should have a simple procedure allowing denial or acceptance of the cookie feature. Like many website operators, software is used to analyse and record visitor numbers and other details such as the number of page views (or page impressions) that occur, the number of visitors, how long those visitors (on average) spend on pages when they do visit; and, common entry and exit points on the RUBBERSMART.co.uk website. This non-personal information is used to assist in analysing the usage of our website.

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By using RUBBERSMART.co.uk, you consent to the collection and use of this information. Should we decide to change our privacy policy in any way, we will post such changes to this page so that you are aware of the information we collect, our use of it, and the circumstances under which we would disclose it.

If you have any queries regarding privacy, please contact us via email.

12. Your rights to cancel and applicable refund

Before delivery of goods, Buyers have the following rights regarding order cancellation (other than made-to-order goods):

- i. Buyers may cancel orders prior to goods being dispatched. The Seller will confirm in writing if cancellation is accepted;
- ii. on acceptance of order cancellation when payment has been made, the Seller will refund monies paid;
- iii. unfortunately, if goods have been dispatched, the Buyer will have to return goods to the Seller, or the Seller may charge a collection cost or Buyers will have to pay the cost of returning the goods back to the Seller. The Seller will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due. A refund will be given as per Condition 5. Return of Goods with a 20% restocking charge.

13. Seller rights to cancel and issue applicable refund

The Seller may have to cancel an order before the goods are delivered, due to an event outside our control or the unavailability of stock. In this event, prompt contact will be made and a full refund issued.

14. General

The Seller may transfer its rights and obligations under these terms and conditions to another organisation, and it will always inform Buyers in writing if this happens, but this will not affect Buyer rights or obligations under the contract. Any notice to Buyer or Seller required under these conditions shall be in writing addressed to the relevant party at its registered office, principal place of business or consumer home address. If any provision of these conditions is held by a competent authority to be invalid or unenforceable in whole or in part of the validity of the other provisions of these conditions shall not be affected thereby. Any dispute arising under and in connection with these conditions shall be referred to an arbitrator appointed by agreement or (in default) nominated on the application of either party to the President for the time being of the Law Society.