

WEBER UK LIMITED

TERMS & CONDITIONS OF BUSINESS

1. Parties

The following terms and conditions govern the term upon which Weber UK Limited (“The Company”) sells hydraulic and ancillary products (“The Goods”) to you (“The Customer”).

2. Supersedes previous Terms

These terms and conditions supersede any previous terms of business agreed between the Company and the Customer and no variation of these terms shall be effective unless made in writing and signed by an authorised representative of the Customer and a Director of the Company.

3. Price

The relevant price of the Goods is the price set out in the Company’s price list, current at the time the Customer’s purchase order is received by the Company. All prices are exclusive of Value Added Tax. No variation to the price (whether in the form of a discount or otherwise) shall be effective unless agreed in writing by the Company.

4. Payment

All invoices of the Company must be settled in full by the customer within 30 days from end of month invoice is dated. No variation to the time for payment shall be effective unless previously agreed in writing by the Company.

5. Delivery / Carriage

- (a) Time shall not be of the essence as regards delivery dates. The Company will despatch goods on a standard 3 day delivery service on receipt of Customers purchase order, providing the Goods are available ex-stock. Upon despatch of the Goods, the Customer will be sent an advice note and an invoice; the advice note will state the date of despatch. The Company will have no liability for non-delivery, loss or damage in transit unless the Customer informs the Company in writing within 14 days of receipt of the advice note.
- (b) Unless otherwise stated on Company’s current trade price list or by specific agreement made in writing beforehand carriage costs will be applicable to all orders calculated on size and Weight.
- (c) No credit will be given by the Company to the Customer in respect of delivery costs which would otherwise be paid by the Company in the event that the Customer elects to collect the Goods.

6. Passing of Title and Risk

Title in the Goods the subject matter of this contract shall remain in the Company not pass to the Customer until payment has been received by the Company of all outstanding sums due from the Customer.

The Company shall be entitled at any time on reasonable notice to enter any premises of the Customer or premises where the Goods are stored to inspect the same.

If payment of any sums remain due and outstanding from the Customer the Company shall be at liberty (a) to enter upon the Customer’s premises where the Goods are stored and repossess them and (b) to re sell the Goods. Notwithstanding the exercise to the Company’s right to repossess and re-sell the Goods the Customer shall remain liable for the purchase price of the Goods (subject to the Company giving credit for any net proceeds of re-sale after expenses of repossession and sale of the Goods).

Until payment by the Customer all sums due to the Company, the Customer shall be bailee of the Goods. The Customer shall in the ordinary course of business and notwithstanding the fact that title may not have passed to it, be entitled to enter into a agreement for sale of the Goods to a third party. The Company expressly reserves the right to give notice to the third party of its ownership of the Goods. In granting licence to the Customer, the Company does not waive its title in the Goods. Risk in the Goods passes to the Customer on delivery.

7 Insurance

The insurable risk in the Goods shall pass to the Customer as soon as the goods are delivered to it, or to its order and, pending disposal, the Customer shall keep the Goods insured in the amount of the invoice price against all insurable risks. If the Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Company.

8 Exclusion/Limitation

- (a) Standard warranty: All Goods delivered to the Customer which are defective (other than fair wear and tear or by reason of abuse by Customer) shall be repaired or replaced (at the Company's option) if returned to the Company with copy of purchase receipt within 12 months of the date of purchase.
- (b) Extended warranty: The Company offer 1 year additional warranty FOC on all hydraulic products. The prerequisite for this warranty extension is that the equipment is registered either via the Company's website or return of registration form with within 4 weeks of purchase. The warranty period begins from the date of purchase.
- (b) The Company shall not be liable for any damage caused by the breach of any provision of this Contract or by any defective product or by the negligence of itself, its employees or agents (excluding liability for death or personal injury) in excess of £1,000,000.
- (c) Goods may be returned, provided they are in unused condition by prior arrangement with the Company. Normally a 10% handling charge will be made on all returns. Goods Manufactured to the Customers specification cannot be returned.

9. Intellectual Property

- (a) The Customer acknowledges that it has no intellectual property rights in the Goods, including any intellectual property rights in Goods which have been varied at the specific instruction to the Customer.
- (b) The Customer shall indemnify the Company against all costs, claims and liability in respect of the infringement of any intellectual property rights resulting from the carrying out of work to the Goods in accordance with the Customers specific instructions.

10 Termination

Without prejudice to any other rights or actions the Customer or Company may have against the other of them, this Contract shall automatically terminate on the happening of any of the following events:-

- (a) Either party enters into liquidation (save for the purposes of amalgamation or reconstruction), receivership, or has an administrative order made against it or makes any other arrangement with its creditors;
- (b) Either party is prevented from carrying out any provision of the Contract for any reason beyond its control, including (but without limitation) act of God, legislation, fire, drought, strike or (in the case of the Company) any inability of procure Goods required for the performance of this Contract.

11. Jurisdiction

This Contract shall be governed and constructed in accordance with English Law and the Company and the Customer hereby submit to the jurisdiction of the English Courts.

This privacy statement applies to the website www.weberuk.com, operated by:

Weber UK Ltd
Unit 10 First Avenue
Bluebridge Industrial Estate
Halstead
Essex
CO9 2EX
Tel: 01787 476319
Email: sales@weberuk.com

1. Statement of Intent

- 1.1 Your data is safe with us. Unlike most companies we DO NOT share your information with other companies for their commercial use.
- 1.2 Weber UK Ltd respects your privacy, and this is why we have taken the time to disclose our information collection practices and our privacy policy.

2. Information we collect, and how it is used

- 2.1 Weber UK Ltd collect data in order to help provide site users and customers with the best possible service. We do this in several ways.

3. Personal Information:

- 3.1 We collect information when you request a catalogue, register products or register for email updates.
- 3.2 We provide a regular updates service to inform you about new products, news and changes to our website and web service. We will only contact you to promote our services, products and marketing if you specifically agree to be contacted for these purposes. If you later decide that you no-longer wish to receive such information from Weber UK Ltd, you can "Unsubscribe" by sending an e-mail to info@weberuk.com at any time.
- 3.3 We may also store and use information for the purposes of website and system administration, and fulfilment of customer service.
- 3.4 We may analyse information collected for research, and for the development of our website and our services to benefit our website visitors and customers. This may include building records of individual visitors, which are combined together for analysis of trends and patterns in the usage of our website.

4. Unsubscribing:

- 4.1 If you later decide that you do not wish to receive such information from Weber UK Ltd, you can "Unsubscribe" from our updates at any time. Each e-mail you receive will contain details of how to unsubscribe. You must tell us the email address that you would like to unsubscribe. If your email is redirected from one email address to another, you should tell us the address to which we send our email updates. You can e-mail us at info@weberuk.com or alternatively you can write to us at:

E-mail updates – Unsubscribe
Weber UK Ltd
Unit 10 First Avenue
Bluebridge Industrial Estate
Essex
CO9 2EX

5. Cookies

5.1 Cookies are small amounts of data that our website sends to your computer or mobile phones' which are then stored on your device's hard drive. Cookies are used to help our website recognize your browser, and provide a better website service to you. These cookies do not use personally identifiable information. You can change your browser settings to accept or decline cookies. For further details use the help button on your browser toolbar. We recommend that you adjust your browser settings to accept cookies, and leave them switched on.

6. Google Analytics

6.1 This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies" to help the website analyse how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

7. What if I am a user aged 16 or under?

7.1 If you are aged 16 or under, please get your parent/guardian's permission before you provide any personal information to Weber UK Ltd. Users without this consent are not allowed to provide us with personal information.

8. Data Protection

8.1 We collect, store and process information in accordance with the Data Protection Act 1998. If you have any queries with regards to personal information collected please contact us at dpa.admin@weberuk.com or write to:

Weber UK Ltd
Unit 10 First Avenue,
Bluebridge Industrial Estate,
Halstead,
Essex,
CO9 2EX