

1. Our Contract

1.1 These Terms and Conditions govern the supply of goods sold by Delapena Honing Equipment (No. 1879464) of The Runnings Cheltenham Gloucestershire GL51 9NJ ("we" and "us") to the customer ("you") and constitute the entire and only agreement between us in relation thereto.

1.2 All orders placed by you are on the basis of these Terms and Conditions and are subject to acceptance by us by delivery of the goods to you at which point a legally binding contract is constituted between us. The processing of your payment and acknowledgment of your order does not constitute legal acceptance of your order.

2. Price & Payment

2.1 The price payable for the goods you order is as set out on our web site at the time you place your order, plus any charges for delivery as advised to you.

2.2 Prices are correct at time of going to press, and we reserve the right to update prices in future which will then supersede the prices at this time. We also reserve the right to change the price of commodity goods, such as steel, at any time due to market conditions but we will confirm the prevailing price with you before accepting your order. We are not obliged to accept your order for such goods and may decline it or limit the order quantity.

2.3 On occasion, the prices payable for goods advertised on our web site may differ from those prices offered from our sales desk, and we are under no obligation to honour any web site price if there is such a difference. Occasionally, we advertise goods at a promotional price; you must quote the relevant promotion code, otherwise you may be charged the full price.

2.4 Occasionally an error may occur and goods may be incorrectly priced in which circumstances we will not be obliged to supply the goods at the incorrect price.

2.5 Subject to clause 2.6, we must receive payment for the whole of the price of the goods you order, and any applicable charges for delivery, before your order can be processed unless we have agreed otherwise in advance in writing.

2.6 If you are an account customer, payment shall be made in full as per the terms of your account. Time shall be of the essence for payment. We may revoke credit if you fail to make payment when due. If payment is not made when due, interest is payable at the monthly rate of 2 per cent on the amount outstanding from the due date for payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement, together with any reasonable legal or other recovery costs. You are responsible for all orders placed by your authorised employees. You must inform us in writing as soon as a relevant employee is no longer authorised by you to place and receive orders.

2.7 Even if we have provided you with credit previously we reserve the right to refuse to complete any order if payment of the account or your credit rating is not satisfactory to us.

2.8 You may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim, which you may have, or allege to have.

2.9 We shall be entitled at all times to set off any debt or claim which we may have against you against any sums due from you to us.

2.10 The format of our invoice and statements to you will solely be dictated by us and we will not enter into any variation of our format unless any proposed variations are requested in writing at least six months in advance and unless expressly agreed by us.

3. Delivery & Title

3.1 Unless you order and collect the goods from us, we will deliver them in accordance with your order usually within the stated delivery time but certainly within the non-stock lead time stated on our product availability page from accepting your order. In addition to your rights under clause 5, in the unlikely event that we do not make the goods available to you within the non-stock lead time stated on our product availability page from accepting your order you will have the option of cancelling your order by notifying us accordingly prior to delivery. Before placing your order, please refer to the delivery options set out on our website to ensure that we can deliver to your address. A valid signature will be required on collection or delivery. In the unlikely event that you have not received all the goods within the stated delivery time, you must notify us immediately. You must not schedule or commence any installation work until after you have received your order and checked all the goods for any defects or missing parts.

3.2 For reasons of health and safety and to avoid any property damage, most large items can only be delivered to the exterior of a ground floor location at the delivery address. You must therefore make your own arrangements at your own risk if the relevant item needs to be transported from the delivery location. We will not provide any unpacking, installation or fitting services upon delivery unless otherwise agreed by us.

3.3 You must do all that you reasonably can to enable delivery to take place at the given time and place. If you delay delivery, or delivery fails because you have not taken appropriate steps, we will try to arrange for an alternative delivery date within 30 days of the failed delivery. If delivery fails as a result of circumstances within your reasonable control, the cost of any re-delivery shall be borne by you. If we are unable to arrange a date for re-delivery we may cancel your order and refund to you the price that you have paid for the goods, less the failed delivery costs.

3.4 Without prejudice to Clause 3.3, upon delivery of the goods to you, the goods shall be at your risk. In spite of delivery having been made, ownership (also known as "title") in the goods shall not pass to you until you have paid the price for the goods in full and no other sums whatsoever shall be due to us from you. Until title in the goods passes from us, you shall: (i) not be entitled to use the goods; (ii) safely hold the goods for us; (iii) return the goods to us immediately if we ask you to; and (iv) be liable to us for any loss, damage or destruction of the goods. In addition, until title in the goods passes from us to you, you shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.

4. Availability

While we endeavour to hold sufficient stock to meet all orders, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we may, at our discretion, supply or deliver a substituted product or refund you the price paid for such goods as

soon as possible and in any case within 30 days or, in the case of an account customer, we may, in our absolute discretion, as soon as possible raise a credit to offset the amount invoiced to you.

5. Cancellation & Returns

5.1 You may cancel your order by giving us notice of cancellation within 30 days of the date of delivery to you or collection from us. Such notice may be given by phone, mail, fax or email. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation.

5.2 On cancellation for whatever reason, you must return the goods to us at your cost unless we agree that you may dispose of them in which case please comply with the manufacturer's instructions before disposing of hazardous goods. Where the goods are being returned because they are faulty, incorrect goods or because of unsuitable substitution by us, we will meet the cost of return but we ask that you allow us to nominate the carrier.

6. Liability

6.1 If you have notified us of a problem with the goods within 30 days of delivery, we will (subject to clause 4) either make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question.

6.2 We shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. Our liability to you shall not in any event include losses related to any business of yours, such as loss of profits or business interruption, neither will we be responsible to you for any other loss which is not a foreseeable consequence of us being in breach of these Terms and Conditions or our legal duties.

6.3 This does not affect your statutory rights if you are a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

6.4 Goods are intended for use in the UK only and we cannot confirm that the goods comply with any laws, regulations or other standards applicable outside the UK. All goods are sold in accordance with the manufacturer's specifications and are subject to any qualifications, representations or instructions contained in the documentation associated with the goods.

6.5 If you are a trade customer and subject to Clause 6.3, we will not be responsible to you or, in the event that you are undertaking work for another person, to any other person, for the use or installation of any goods by you. Accordingly, if you are a trade customer, you hereby agree to hold us harmless, and indemnify us against any liability associated with, any claim or allegation that we are responsible for any failings in the installation or use of goods that we supply.

7. Limited Companies Guarantee

7.1 Those signing the Credit Account Application Form on behalf of limited companies agree and guarantee that they will pay all monies owing to us by the relevant limited company if we believe that the limited company cannot meet its obligations.

7.2 If the limited company goes into receivership, liquidation or administration the guarantor will pay to the receiver, liquidator or administrator, as the case may be, such sum as will enable him to pay all monies owed to us by the limited company.

8. Termination

We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, any payments you owe to us (even if they are not yet due for payment) will be immediately due and payable and we shall be under no further obligation to supply goods to you.

9. Force Majeure

We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

10. General

If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of any other part of these conditions will not be affected. This contract shall be governed by and interpreted in accordance with English law.

VAT: All prices exclude current appropriate VAT rate