

Terms & Conditions Colan Direct

The following terms and conditions ("the Conditions") shall form part of and govern wholly any contract ("the Contract") resulting from the acceptance by Colan Limited ("the Company") of an order by any person, firm, company, governmental or other authority ("the Buyer") for any of the company's goods or Goods ("the Goods")

1. GENERAL (1) There will be absolutely no variation or waiver to these Conditions or to the Contract and the Contract shall be binding upon the Company unless a variation or waiver to these conditions has been agreed by the Company in writing and confirmed by a Director of the Company, no other person within the Company has discretion to amend these Conditions unless confirmed by a Director. (2) The Company reserves the right to correct at their absolute discretion any errors, typographical or clerical errors in prices advertised on the site, specifications, Invoices, or the Order Confirmation at their absolute discretion. (3) Information contained on the website, in brochures, quotations or any other publicity literature is only given as an approximate estimate of both specification, material quality etc and may be varied or amended by the Company at any time without notice, at the Company's absolute discretion. (4) Any statements concerning warranties, Goods specification that may be made by an employee of the Company be them written or oral do not constitute a warranty or representations unless they are made by a Director and that they explicitly state that they are by the way of warranty or representation.

2. PRICES (1) The Company reserves the right by giving the buyer notice either verbally, notification on the companies literature and or website, in writing or email, to increase its prices at any time prior to delivery to take into account any increase in price which the Company may be liable to pay owing to factors beyond its control or when a substitute material may have been used because of late delivery by supplier or circumstances beyond the control of the Company. (2) All quoted prices are exclusive of VAT and VAT will be added and calculated when at check out. All prices unless otherwise stated are in sterling.

3. ORDERS (1) Quotations do not constitute an order. (2) Offers remain valid for 3 (three) months of quotation unless otherwise stated. (3) In the event of any conflict between any clause or special conditions of purchase on the Buyer's order form and the Conditions, the Conditions shall override the conditions proposed by the buyers. (4) Any change notified by the Company on acceptance of the Buyer's order shall be deemed to have been accepted by the Buyer unless the latter notifies the Company in writing within seven (7) days of the acceptance of his non-acceptance. (5) In the event of cancellation of the order the Buyer on less than seven (7) days notice prior to delivery will forfeit any deposits they have paid, and if the product has already been manufactured by the Company the Buyer will be responsible for 100% of the goods. (6) If the Buyer cancels any order outside of the conditions mentioned in clause 3.5 (above) then the Buyer is responsible for full payment of the order and acceptance of the goods.

4. DELIVERY (1) The Company shall endeavour to meet all agreed delivery dates and deliveries will be made within 5 days (considering normal business hours, i.e. Monday – Friday) as long as the product is in stock but no delivery date is guaranteed and in no circumstances shall the Company be liable for any consequential loss arising to the Buyer as a result of the Company's failure to delivery on the stated date and the Buyer shall not be entitled to reject the Goods ordered nor withhold payment for the reason of the Company's failure to meet a delivery date. (2) Payment terms are to be strictly pre-paid (3) The Company shall deliver the Goods to the Buyer at the address specified on the Buyer's order. Costs of carriage will be charged to the Buyer unless otherwise agreed by the parties. (4) Should the Buyer fail to accept delivery of goods per the Conditions then the Company has the right to charge to the Buyer storage and other costs relating to the non acceptance of the agreed delivery. All costs of failure to accept deliveries will be the responsibility of the Buyer.

5. RETURN OF THE GOODS (1) Should the Buyer, upon receipt of the Goods deem that the Goods have defects or shortcomings then this must be lodged with the Company in writing within (seven) 7 days of delivery. The right to such a claim will lapse automatically on the expiry of such period. Slight deviations in colour and/or dimensions or quantities shall under no circumstances be the subject of any such claim. (2) Any defects found in part of the Goods as agreed by the Company does not entitle the Buyer to reject or refuse the remaining Goods, which are the subject of the Contract. (3) If the Buyer disposes of the Goods to any third party the Buyer shall cease to be entitled to pursue any claim even if the claim was lodged prior to such disposal. (4) Goods that are returned to the Company will only be received and accepted if this has been agreed in writing by the Company and authorised by a Director of the Company. (5) Where the Company accepts liability in respect of a claim for return of the Goods, as authorised by a Director of the Company, the Company's only obligation shall be at its option to make good any shortage or non-delivery and/or as appropriate to replace or repair any Goods found to be damaged or defective and/or refund the cost of such Goods from the Buyer, as agreed by a Director of the Company.

6. PAYMENT (1) All payments under the Contract shall be in sterling, unless otherwise agreed and are on a pre-payment basis.

7. WARRANTIES (1) The Company warrants workmanship and manufacturing defects in the Goods for a period of 30 days from delivery provided that the Buyer notifies the Company of a warranty claim in writing within such a period and in any event within 7 (seven) days of the Buyer becoming aware of a matter giving rise to such a claim. The Buyer may not attempt to carry out any alteration to the Goods and any unauthorised treatment of the Goods shall invalidate this warranty. It shall be entirely in the Company's discretion as to whether the grounds for a claim are justified and valid. In return for this warranty the Buyer agrees that all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. (2) The Company repair or at its option replace Goods found to be defective during the warranty period. (3) The Company has title to the Goods and the right to sell them.

8. LIABILITY 1.1 The Company is not liable for any consequential or indirect loss suffered by the Buyer, whether it arises from breach of a duty in contract, tort or in

any other way including negligence. Non -exhaustive illustrations of consequential or indirect loss would be loss of profits; loss of future business or orders; loss of anticipated savings; loss of reputation or goodwill; damage to property; damages, costs or expenses payable by the Buyer to its customers or subcontractors or other third parties. 1.2 In respect of direct loss, the Company's total liability for any one claim or for the total of all claims arising from any one act or default (whether arising from negligence or otherwise) shall not exceed the Contract price. 2. The Buyer expressly acknowledges that: - (a) The Buyer has not relied on the skill and judgement of the Company in selecting the goods for Any purpose and (b) The Buyer has not received any inducement whatsoever to enter into this contract.

9. CANCELLATION Without prejudice to any other rights accruing the Company, the Company shall be entitled forthwith to terminate the contract by notice, to demand immediate payment of all amounts due or accrued to the Company there under and to retain for its benefit any advance payment, part payment and deposit already paid, in any of the following circumstances: (1) If the Buyer not being a body corporate becomes bankrupt, compounds or makes any arrangement with his creditor or commits an act of bankruptcy. (2) If the Buyer being a body corporate makes any composition or arrangement with its creditors or has a receiver administrator or administrative receiver appointed over any of its assets or undertaking. (3) If the Buyer commits a breach of any of its or his obligations hereunder. (4) If the Buyer has failed to make payments due on earlier contracts with the Company.

10. ENTIRE CONTRACT These conditions represent the entire contract between the Company and the Buyer in respect of the Goods and no catalogue; price list, quotation, discussion or correspondence is to form part of these Conditions, unless expressly authorised other wise by a Director of the Company in writing.

11. WAIVER Any relaxation, forbearance, delay or indulgence by the Company in enforcing any of the terms and conditions of the Contract shall not prejudice or restrict its rights there-under nor shall any waiver by it of any breach thereof operate as a waiver of any continuing or subsequent breach.

12. PROPER LAW AND JURISDICTION The Contract shall be governed in all respects by the laws of England and the Company and the Buyer hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

13. PRIVACY POLICY Colan will not disclose buyers' information to third parties. The use of Cookies are a necessity on the site in order to keep track of what you are buying, as well as to remember your address details etc if you choose to come back and use the 'customer login' section. They are used after you have logged on. The data collected on this site is purely to administer you order, and disclosure of these details will only be used when advising delivery operatives.