

TERMS OF SALE - TRADE AND CONSUMER

OUR TERMS

1. THESE TERMS

1.1. What these terms cover. These are the terms and conditions on which we supply our goods and services to you, whether you are a trade customer or a consumer. These terms cover all purchases of goods and services: online via our website, in store, by email or by phone.

1.2. Why you should read them. Please read these terms carefully before you submit our order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us. Equally, if you have any questions at all about our products, services or these terms, please contact us and we'll be pleased to assist you. Our contact details are at clause 2.2 below.

1.3. Are you a business customer or a consumer? You will have different rights under these terms depending on whether you are a business or consumer, and whether you make your purchase instore, by phone, by email or online. You are a consumer if: you are an individual, and you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **GREEN** and those specific to businesses only are in **BLUE**.

1.4. If you are a business customer this is our entire agreement with you. If you are a business customer, please contact us by phone or email to open a trade account. Once you have a trade account, you will be able to use the Website to browse our products. Please contact us when you are ready to make your order. These terms, the documents referred to in these terms, our website Terms of Use, and any special conditions related to each product in our brochure or website constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. Who we are.** We are Indian Ocean Trading Company Limited, a company registered in England and Wales. Our company registration number is 03290687 and our registered office is at 155 — 163 Balham Hill, London, SW12 9DJ. Our registered VAT number is GB 707 5986 96.
- 2.2. How to contact us.** You can contact us from 9am to 5pm on Monday to Friday by visiting one of our stores, telephoning our customer service team on 020 8675 4808 or by writing to us at customerservices@indian-ocean.co.uk. Please note that our Customer Services advisors only speak English.
- 2.3. How we may contact you.** If we have to contact you, we will do so by telephone or by email, using the contact details you provided to us in your order.
- 2.4. "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1. How we will accept your order.** If you purchase from our stores, over the telephone or via email, the contract comes into existence at the time we receive your payment. If you make your purchase online, we will email you to acknowledge your order. This acknowledgement email is not our acceptance of your offer to purchase our goods. Acceptance happens when we dispatch your products, at which point a contract will come into existence between you and us.
- 3.2. If we cannot accept your order.** If we are unable to accept your online order, we will inform you of this and will not charge you for the product. This might be because: the product is out of stock; we have been unable to obtain payment authorisation; we have identified an error in the price or description of the product; or we are unable to meet a delivery deadline you have specified.
- 3.3. Your order number.** We will assign an order number to your order and tell you what it is. This will be in your order acknowledgement email, if you order online. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4. We sell worldwide.** We are experienced in exporting furniture worldwide and are pleased to handle shipping arrangements for you. Please refer to clause 7 below for more details of our international delivery service. Please refer to clause 14.8 for details of international import duties.

4. OUR PRODUCTS

- 4.1. **Accuracy of descriptions.** The images of the products on our website and in our brochures are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements are approximate.
- 4.2. **Making sure your measurements are accurate.** You will need to check measurements to ensure: products will fit where you want them; that we can get products through your access points at your delivery address to deliver your order; or if we are making the product to measurements you have given us. You are responsible for ensuring that these measurements are correct.
- 4.3. **Deciding if a product is right for you.** Sales Consultants can help with any questions you have. Please do ask us about the suitability of our products for your particular situation, because you are responsible for making sure the products you buy are right for your particular requirements.
- 4.4. **Bespoke Services: Design and Planning Service and Outdoor Kitchens.** Separate terms apply to our design and planning services and outdoor kitchens. If we provide you with CAD Models, the Terms and Conditions for the Supply of CAD Models apply. To the extent of any inconsistency between these Terms of Sale and the specific terms that follow, the specific terms take precedence. **Please click here for details:**

[Design and Planning Brochure](#)

[International Bespoke Outdoor Kitchen Terms and Conditions and Fitting Requirements](#)

[Supply of CAD Models Terms and Conditions](#)

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to your order, please contact us as soon as you can. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the order, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

- 6.1. **Changes to these terms.** We may make changes to these terms. If we make major changes, we will use reasonable endeavours to notify you. The date these terms were last updated is included at the bottom of each page, for your reference.

6.2. Changes to product prices and descriptions. We may alter product prices and descriptions at any time. Printed brochures will specify the date to which prices are accurate.

7. DELIVERY

7.1. Delivery of large items. If you have ordered pieces of furniture or larger items, our Logistics Coordinator will contact you by telephone to personally schedule the delivery. If the delivery address is in the UK, delivery is by our own expert team. For in stock items, this is normally within 15 days to UK Mainland. If your item is not in stock, or you require an export, or non-UK mainland delivery, we will call to discuss lead times with you. In the UK, we use our own delivery drivers to deliver, unpack, assemble and place furniture at your chosen delivery location. All packaging will be removed for recycling. During very busy periods, we may ask a trusted external delivery company to assist us with deliveries. Our Logistics Coordinator will contact you to arrange delivery. If you are located in the Highlands, Islands or Northern Ireland, or if a crane is required for delivery, please contact us to discuss delivery.

7.2. Courier Delivery. Smaller packages will be delivered by courier within 2 — 3 days. We will provide you with a tracking number so you can monitor expected delivery times. If an expedited courier delivery is required, we can arrange this for an additional cost.

7.3. Services. We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

7.4. Delivery Costs for Consumers. Standard UK mainland delivery costs are free (not including Crane hire).

7.5. Delivery Costs for Business Customers. Delivery costs vary for business clients, depending on what's ordered and where it's going. Please check delivery costs with your sales consultant.

7.6. Exports

- (a) **Global Destinations:** We are delighted to be able to offer global shipping. If you purchase online, the website will automatically calculate the delivery cost when you enter your European address. If you are located outside of UK/ Europe, we will contact you with a competitive shipping quote, either kerbside or port, depending on your location. We are experienced in exporting furniture worldwide and are pleased to handle shipping arrangements for you. Please note that goods for overseas destinations may be shipped flat to minimise the risk of damage. Fixed larger pieces cannot be flat packed. Larger Items may be sent by a pallet service and will be delivered and unloaded as close to your property as deemed safe by the driver. Please be aware that the driver will not be able to return to collect the pallet. We will email you to keep you informed of estimated delivery.

- (b) **Export Bespoke White Glove Shipping:** Our Bespoke White Glove Shipping Team takes the utmost care to personally deliver, unpack, assemble and place furniture at your chosen delivery location. We will also remove and recycle packaging materials. Your Sales Consultant will discuss the service we offer and obtain a quote prior to your purchase.
- (c) **Export Insurance:** Where Indian Ocean have handled the Export Shipping, the goods are insured until they reach the destination Port, Kerbside or Client Address. However, it is your responsibility to insure your goods for any onward transport from Port or destination address. If you have arranged your own Shipping Service, It is your responsibility to insure your goods from collection from our warehouse onwards.
- (d) **Export Returns:** Exported goods can only be returned if you cover the return shipping costs, unless they are faulty.
- (e) **Exports and Duties:** You are responsible for complying with any legislation that governs the exportation and importation of our products into your country. You are responsible for the payment of any duties on such products.
- (f) **VAT:** If we ship your products outside of the UK, we do not charge VAT on your order. If you arrange your own shipping, we may charge VAT at the UK rate, and we will process the VAT refund on receipt of your proof that the products have left the UK. It is your responsibility to promptly supply export documentation to prove that the order has left the UK, for example, EORI numbers, customs export declarations, certificates of origin or other appropriate documentation required by the relevant country. If you do not provide the evidence we need within the timescales specified, we shall be entitled to charge VAT in addition to the price of the products. VAT refunds must be made to the original account and original payment method. VAT refunds cannot be made to a third-party account.

7.7. Access required to deliver goods.

- (a) Please ensure we have suitable access to the areas in which you would like your new furniture positioned. Please do use our [Access Guide](#) to check that we can deliver to your desired location. If we are unable to complete your delivery due to access limitations, then a £100 charge may be levied.
- (b) Some furniture can be assembled on site once access had been made. However, if you have chosen large fixed pieces, please measure to ensure that the pieces will fit through your entrance or garden entrance.
- (c) Please let us know when you place your order if the delivery is above 2nd Floor or to a Roof Terrace.

- (d) Whilst we will make every effort to complete all deliveries, we reserve the right not to complete the delivery if access is deemed to provide a risk to the health and safety of our delivery team, which is always our priority. Our team are required to wear steel capped protective safety boots as they are handling very heavy items. If access is necessary via the interior of your property, our team will cover their outdoor footwear with disposable anti-slip overshoes to avoid soiling your interior floors. Please don't ask our team to remove their PPE boots as they are unable to continue with the delivery without the correct footwear.
- (e) The teams also carry Hi-Vis jackets which can be worn if delivery is to a working site.
- (f) If we are unable to complete your delivery due to access limitations, then a £100 charge may be levied.

7.8. We are not responsible for delays outside our control. If our supply of products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

7.9. Collection by you. If you have asked to collect the products from our premises, you can collect them from us at either our Balham or Hampstead store. [Business clients may arrange for collection by shipping agents/ couriers from our warehouse provided you notify us in good time in advance so we can ensure your order is prepared and packed ready for collection at the scheduled time. Please discuss this with our Logistics Coordinator.](#)

7.10. If you are not at home when a couriered product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

7.11. If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

7.12. If you do not allow us access to provide services. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.

7.13. When you become responsible for the goods. For UK deliveries, products will be your responsibility from the time we deliver the product to the address you gave us or

you collect the goods from us. For Rest of World deliveries, if we arrange the shipping, we will inform you of when you take responsibility for the products. If you arrange the shipping, you are responsible for the products from the moment they leave our warehouse. Please ensure you have arranged for appropriate insurance.

- 7.14. When you own goods.** You own a product which is goods once we have received payment in full.
- 7.15. What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, delivery, access or installation information. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the accurate information we need within a reasonable time of us asking for it.
- 7.16. Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the product as requested by you, or notified by us to you.
- 7.17. Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency.
- 7.18. We may also suspend supply of the products or services if you do not pay.** If you do not pay us for the products or services when you are supposed to (see clause 14.4) and you still do not make payment within 10 days of us reminding you that payment is due, we may suspend supply of the products or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products or services. As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.6).

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1. Ending the contract with us.** Your rights when you end the contract will depend on your location, what you have bought, whether you purchased online, by telephone, email or instore, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced if it is less than two years old or a service re-performed or to get some or all of your money back), **see clause 12 if you are a consumer** and **clause 13 if you are a business**;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 8.2;
- (c) **If you are a consumer in the UK and you've purchased products or services online, over the telephone or by email and have just changed your mind about what you've bought**, see clause 8.3. You may be able to get a refund if you are within the 14 day "cooling-off period", but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **Small items purchased instore may be returned within 14 days for a refund or exchange. Larger items bought instore, which required delivery, may not be exchanged or refunded unless they are faulty. See clause 12 if you are a consumer and clause 13 if you are a business**;
- (e) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind)**, see clause 8.6.

8.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any products or services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed; or
- (b) delivery of the product or service has been delayed for a period of more than 30 days (excluding bespoke products); or
- (c) you have a legal right to end the contract because of something we have done wrong.

8.3. Exercising your right to change your mind if you are a consumer in the UK. If you are a consumer in the UK then for most products bought online, over the telephone or by email, you have a legal right to change your mind within 14 days and receive a refund.

8.4. When consumers in the UK do not have a right to change their minds for goods or services bought online, by phone or email. Your right as a consumer to change your mind does not apply in respect of:

- (a) Bespoke products, made to order and special order products, which we are making to your specification or at your request;

- (b) Services, once these have been completed, even if the cancellation period is still running;
- (c) Non — faulty products which we have installed for you, such as Outdoor Kitchens, even if the cancellation period is still running.
- (d) Products which are not in new condition.

8.5. How long do consumers have to change their minds? If you are a UK consumer, how long you have to change your mind depends on what you have ordered and how it is delivered.

- (a) **Have you bought services (for example, our Design and Planning Service or Outdoor Kitchen service)?** If so, you have 14 days to change your mind after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought goods (for example, furniture or accessories)?** If so, you have 14 days after the day you (or someone you nominate) receives the goods, **unless your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery. Please note that goods must be in an unused and new condition. For example, outdoor furniture cannot be used and then returned in the 14 days.

8.6. Ending a contract where we are not at fault and there is no right to change your mind.

- (a) **Ending a contract before it is completed.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract **before** the goods have been despatched by us or all the services have been provided.
- (b) **Ending a contract after completion.** You cannot cancel a contract for services **after** the services have been completed. You may discuss returning goods to us if you contact us within **48 hours** of delivery of the goods, and your delivery was within mainland UK. If your goods were exported, you cannot change your mind and return the goods for a refund, unless they are faulty.

We may refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract. For example, the cost of us coming to collect the goods from you; or any non-refundable payments, including but not limited to deposits, you or we have paid to obtain items in your order.

8.7. Contracts which may not be cancelled or ended. Some contracts cannot be cancelled or ended unless there is a fault or a misdescription. Those contracts are:

- (a) Contracts for exported goods
- (b) Contracts for services which have been completed
- (c) Contracts for items which have been ordered or made to your specification or are bespoke to your requirements
- (d) Contracts for furniture sold in store. Goods sold in store as clearance reductions are sold as seen, which means that even if they are faulty, they cannot be returned for an exchange or refund.
- (e) Contracts with business customers for online outlet products. Goods sold online with price reductions cannot be returned for an exchange or refund, even if they are faulty.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

9.1. Tell us you want to end the contract. To end the contract with us, please let us know within the applicable timeframes by doing one of the following:

Phone or email. Call customer services on 020 8675 4808 or email us at customerservices@indian-ocean.co.uk. Please provide your name, home address, account number (if you are a business customer); order number and, where available, your phone number and email address. **If you return products to us without first obtaining our written authorisation, we will refuse the return.**

9.2. Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 020 8675 4808 or email us at customerservices@indian-ocean.co.uk to arrange collection. You will have to pay for the collection/ return unless the products are faulty. Products must be carefully stored and be in a **new condition** when we collect. We cannot collect goods delivered by courier; you must resend them to us at your own cost. If you are a consumer exercising your right to change your mind you must send the goods back to us within 14 days of telling us you wish to end the contract.

9.3. When we will pay the costs of return. We will pay the domestic costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an error in pricing or description, a delay in delivery by more than 30 days due to events outside

our control or because you have a legal right to do so as a result of something we have done wrong; or

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return/ our collection.

9.4. What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you £50 to £100 (including VAT), depending on your location in the UK.

9.5. How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including standard delivery costs, by the method you used for the initial payment. However, we may make deductions from the price, as described below.

9.6. When we may make deduction from refunds if you are a consumer in the UK exercising your right to change your mind. If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop.

(b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the standard delivery option.

9.7. When your refund will be made. We will make any refunds due to you as soon as possible. First, we need to inspect the goods when they arrive back in our warehouse to check the condition. *If you are a UK consumer exercising your right to change your mind then:*

(a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

9.8. Deposits. Please note that all deposit payments are non- refundable.

10. OUR RIGHTS TO END THE CONTRACT

10.1. We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 10 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, delivery or access information;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services; or
- (e) if you have given us incorrect measurements and we either cannot access your delivery address or the product made to your specification is the wrong size.

10.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, firstly, speak to our delivery drivers who will help to resolve any issues. Otherwise, **please contact us within 48 hours of delivery.** You can telephone our customer service team at 020 8675 4808 or write to us at customerservices@indian-ocean.co.uk. Alternatively, please speak to one of our staff in-store.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

12.1. Two-year guarantee. If you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. We offer a two-year guarantee against defects in materials and manufacturing from the purchase date of full price products, when used in a domestic setting. You will need your original purchase receipt, or email confirmation, as proof of purchase. We will examine the product, and decide, in our sole discretion, whether to repair or replace the defective product. If we decide, in our sole discretion, that the fault is covered by the guarantee, we will pay the costs of repairing or replacing it with the same or a comparable product. This guarantee does not apply to: outlet or sale products; products which have been assembled or installed incorrectly by you, used inappropriately, abused, misused, altered or cleaned using the wrong materials or methods. This guarantee does not cover normal wear or tear, cuts, scratches, or damage caused by accidents or impacts. This guarantee gives you specific legal rights, in addition to the rights given to you by law. It does not affect the rights you get by law.

12.2. Your obligation to return rejected products. If you wish to exercise your legal rights to reject a defective product, you must either return the product in person to the store where you bought it, post it back to us or (if it is not suitable for posting) allow us to collect it from you. We will pay the costs of postage or collection. Please call customer services on 020 8675 4808 or email us at customerservices@indian-ocean.co.uk. to discuss claiming the guarantee and arranging collection.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

13.1. If you are a business customer we warrant that on delivery, and for a period of 24 months from the date of delivery (**warranty period**), any full price products which are goods shall:

- (a) conform in all material respects with their description and any relevant specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

13.2. Subject to clause 13.3, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,

we shall, at our option and cost, repair or replace the defective product, or refund the price of the defective product in full.

13.3. We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 13.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use, suitability, cleaning or maintenance of the product or (if there are none) good trade practice;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (d) you alter or repair the product without our written consent;

- (e) the product is sold in our outlet or otherwise at a reduced price; or
- (f) the defect arises as a result of fair wear and tear, accident, wilful damage, negligence, abnormal working conditions or as a result of the unsuitability of your choice of product for your intended purpose or that of your onward client.

13.4. Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.

13.5. These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.

14. PRICE AND PAYMENT

14.1. Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated instore, on the website product description or the in-date brochure. We take all reasonable care to ensure that prices are correct. However, please see clause 14.3 for what happens if we discover an error in the price of the product you order.

14.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

14.3. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

14.4. When you must pay and how you must pay.

- (a) **Online/ telephone orders:** We accept payment by BACS (sterling/ USD/ Euro only) and by debit and credit card.
- (b) **Instore:** We accept cash, card and BAC's (sterling/ USD/ Euro only) payments.
- (c) **Business Customers:** We accept payment by BACS (sterling/ USD/ Euro only) and cleared cheque, as well as credit and debit cards.
- (d) **Reservations:** Goods may be reserved for 7 days with a 50% deposit. Failure to arrange payment in time will result in a loss of deposit and the goods being released back into stock. We reserve the right to charge storage fees.

Consumers: When you must pay depends on what product you are buying:

- (a) For **goods**, you must pay for the products when you order them.
 - (b) For **services**, you must make an advance payment of the price of the services, before we start providing them. We will discuss this with you in advance.
- 14.5. Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14.6. We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 14.7. What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 14.8. Import Duties and Taxes.** Depending on your delivery address, different taxation rules and additional charges may apply. If you order goods for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. We have no control over these charges, and you will need to pay them to receive your order. Please contact your local customs office for further information before placing your order.
- 15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**
- 15.1. We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 12.1.

15.3. When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

15.4. We are not liable for business losses. As you are a consumer, we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

16.1. Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16.2. Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

16.3. Subject to clause 16.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

17.1. How we will use your personal information. We will only use your personal information as set out in our privacy policy, which you can view here: <https://www.indian-ocean.co.uk/pages/privacy-policy>.

18. OTHER IMPORTANT TERMS

- 18.1. We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 18.2. You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if you are a business customer acting for a client, you may transfer our two-year product guarantee at 13.1 to your client.
- 18.3. Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 18.2 in respect of our product guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 18.4. If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5. Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 18.6. Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** We ask that you always contact us directly in the event you would like to discuss any element of our service. In the event we cannot resolve the issue to your satisfaction, these terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 18.7. Which laws apply to this contract and where you may bring legal proceedings if you are a business.** We ask that you always contact us directly in the event you would like to discuss any element of our service. In the event we cannot resolve the issue to your satisfaction, if you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with

the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.