Terms and Conditions of Sale - Website

These Terms and Conditions of Sale ("Agreement") govern the sale of goods by Flexion Global Ltd t/a Arbortec Forestwear ("the Company") or ("Seller") to the purchaser ("Buyer") through the Seller's e-commerce websites www.arbortec.com, www.treehog.co.uk, and www.us.arbortec.com ("Website"). By placing an order through the Website, the Buyer agrees to be bound by these terms and conditions. Please read these carefully before ordering any products from us and understand that by placing the order you agree to be bound by these terms and conditions. You will be asked to give your express agreement to these terms and conditions at checkout.

Interpretation

i) "We" means Flexion Global Ltd t/a Arbortec Forestwear, Corporate House, Oldmedow Road, Kings Lynn, PE30 4JJ

Co Reg 08878912

VAT No. 990 9065 83

Tel +44 1553 768346

ii) "You" means our customer or prospective customer, and "us", "our" and "your" should be construed accordingly

1. Order Placement and Acceptance:

- **1.1.** All orders placed through the Website are subject to acceptance by the Seller. The Seller reserves the right to refuse any order or part of an order without providing a reason.
- **1.2.** The Buyer's receipt of an order confirmation email or any other form of electronic notification does not signify the Seller's acceptance of the order but rather the Seller's confirmation of receipt of the order.

2. Product Information and Pricing:

- **2.1.** The Seller strives to provide accurate and up-to-date information about the goods available for sale on the Website. However, the Seller does not warrant that product descriptions, prices, or other content on the Website are error-free, complete, or current.
- **2.2.** The price of the goods displayed on the Website shall be as stated on the Website at the time of purchase, unless otherwise agreed upon by the Seller and the Buyer in writing, except in cases of obvious error.

- **2.3.** We are under no obligation to provide the product to you, even after a despatch confirmation, if the pricing error is obvious and unmistakable, and could have been reasonably recognised by you as a mis-pricing.
- **2.4**. These prices may be subject to VAT where indicated but exclude any delivery charges or duties where applicable. In addition for international orders you may be required prior to the successful delivery of your order to pay local duties and taxes which is outside of our control.
- **2.5.** We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.
- **2.6.** Amendment of Specifications, Design, or Colour: The Seller reserves the right to modify or make changes to the specifications, design, or colour of its products or services at its sole discretion. The Buyer agrees to accept any reasonable changes made by the Seller and shall not hold the Seller liable for any such modifications.

3. Consumer Rights:

- **3.1.** If you are contracting as a consumer, you may cancel an Agreement at any time within seven working days, beginning on the day following your receipt of the goods. In this case you will receive a full refund of the price paid for the products in accordance with our refunds policy. (See section 6. Returns and Refunds)
- **3.2.** To cancel an Agreement you must inform us in writing. You must also return the product to us immediately in the same condition in which you received it, and at your own cost and risk. You have a legal obligation to take reasonable care of the products while they are in your possession. If you fail to comply with this obligation, we reserve the right to take action against you for compensation.
- **3.3.** This agreement does not affect any statutory rights you may have as a consumer, such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, or the Consumer Rights Act 2015.

4. Payment:

- **4.1.** The Buyer shall pay for the goods through the payment methods available on the Website at the time of purchase.
- **4.2.** The Seller reserves the right to change the payment methods available on the Website at any time without prior notice.

- **4.3.** If you make an unjustified credit card, debit card or other charge-back, then you will be liable to pay us within 7 working days following the date of our written request:
- i) an amount equal to the charge-back;
- **ii)** all third-party expenses incurred by us in relation to the charge-back (including charges made by our or your bank, payment processor or card issuer.)

5. Availability and Delivery:

- **5.1.** The Seller will make reasonable efforts to deliver the goods within the estimated timeframe provided on the Website. However, delivery dates are estimates and not guaranteed.
- **5.2.** Risk of loss or damage to the goods passes to the Buyer upon delivery by the shipping carrier or at the time of collection by the Buyer, depending on the chosen delivery method.
- **5.3.** We cannot amend any international orders that are placed, including combining the orders into one shipment if you have placed multiple orders.

6. Returns and Refunds:

- **6.1.** The Seller's return and refund policy is outlined on the Website. The Buyer should familiarize themselves with the policy before making a purchase.
- **6.2.** The Seller may, at their discretion, accept returns and issue refunds for eligible goods in accordance with the return and refund policy.
- **6.3**. Distance contracts cancellation right:
- **6.3.1.** This Section 6 applies if and only if you offer to contract with us as a consumer that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.
- **6.3.2** You may withdraw an offer to enter into a contract with us through our Website or cancel a contract entered into with us through our Website (without giving any reason for your withdrawal or cancellation) at any time within the period:
- i) beginning upon the submission of your offer; and
- ii) ending at the end of 14 days after the day on which the products come into your physical possession or the physical possession of a person identified by you to take possession of them (or, if the contract is for delivery of multiple products, lots or pieces of something, 14 days after the day on which the last of those

products, lots or pieces comes into your physical possession or the physical possession of a period identified by you to take possession of them).

- **6.4.** In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 6, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- **6.5.** If the value of the products returned by you is diminished by any amount as a result of the handling of those products by you beyond what is necessary to establish the nature, characteristics and functioning of the products, we may recover that amount from you up to the contract price. We may recover that amount by deducting it from any refund due to you or require you to pay that amount direct to us. Handling which goes beyond the sort of handling that might reasonably be allowed in a shop will be "beyond what is necessary to establish the nature, characteristics and functioning of the products" for these purposes. **6.6.** We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise.
- **6.7.** Unless we have offered to collect the products, we will process a refund due to you as a result of a cancellation on the basis described in this Section 6 within the period of 14 days after the day on which we receive the returned products or (if earlier) after the day on which you supply to us evidence of having sent the products back. If we have not sent the products to you at the time of withdrawal or cancellation or have offered to collect the products, we will process a refund due to you without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the withdrawal or cancellation.
- **6.8.** You will not have any right to cancel a contract as described in this Section 6 insofar as the contract relates to:
- **6.8.1.** the supply of goods which are liable to deteriorate or expire rapidly;
- **6.8.2.** the supply of non-prefabricated goods that are made on the basis of an individual choice of or decision by you, or goods that are clearly personalised;
- **6.8.3.** the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, where such goods have been unsealed by you; or
- **6.8.4**. the supply of goods which are, according to their nature, inseparably mixed with other items after delivery.

7. Limitation of Liability:

- **7.1.** The Seller shall not be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with the sale of goods through the Website.
- **7.2.** The Seller's total liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount paid by the Buyer for the goods giving rise to the claim.
- 7.3. When you return a product to us:
- **7.3.1.** Because you have cancelled the Agreement with the seven-day period (Section 3.1) we will process the refund due to you as soon as possible, and in any case within 30 days of the day on cancellation, providing we are in receipt of the goods in saleable condition. We will refund the price of the product in full, excluding the cost of sending the goods to you. However you are responsible for the cost of returning the item to us.
- **7.3.2.** If you claim the product is defective, we will examine the returned goods and will notify you of our decision as to whether the product is covered by our warranty, within 14 days of receipt in our Kings Lynn warehouse.
- **7.3.3.** Products returned to us because of a defect, upon our agreement, may be refunded in full including a refund of the delivery charges for sending the item back to us.
- **7.4.** We warrant that any product purchased from us through our website is of satisfactory quality and fit for the purpose for which the product was designed.

8. Governing Law and Jurisdiction:

- **8.1.** This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom. The contract for the purchase of products through our website
- **8.2.** Any dispute arising out of or in connection with this Agreement or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

9. Amendments to the Agreement:

9.1. The Seller reserves the right to modify or amend this Agreement at any time. The most current version of the Agreement will be posted on the Website.

- **9.2.** The Buyer's continued use of the Websites and placement of orders after any changes to the Agreement constitutes acceptance of the modified or amended terms.
- **9.3.** We have the right to revise and amend these terms of conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, payment methods, changes in relevant laws and regulatory requirements, and changes in our systems' capabilities.

10. Product Intended Use:

10.1. The products provided by the Company are designed and intended for use by trained personnel only. These products may require specialized knowledge, skills, and training to operate them safely and efficiently. It is the user's responsibility to ensure that only adequately trained individuals use these products.

11. Training And Certification:

11.1. The user acknowledges that they and all individuals operating the products will possess the necessary training and qualifications as required by law or industry standards. The Company may request proof of training and certification before selling or supplying any products.

12. Assumption Of Responsibility:

12.1. The user assumes full responsibility for ensuring that all personnel using the products are adequately trained, knowledgeable, and qualified to do so. The Company shall not be held liable for any damages, injuries, or accidents arising from the use of its products by untrained personnel.

13. Warnings And Safety Precautions:

13.1. The user agrees to strictly adhere to all safety instructions, guidelines, and warnings provided by the Company. It is essential to understand and follow all safety precautions outlined in the product manuals and documentation. Failure to do so may result in severe consequences.

14. Product Modifications:

14.1. The user shall not modify, alter, or tamper with any product supplied by the Company without explicit written consent. Unauthorized modifications may compromise the safety and proper functioning of the product, and the user will assume all liability for any resulting issues.

15. Product Maintenance And Inspection:

15.1. The user must ensure that all products are regularly inspected and maintained according to the manufacturer's recommendations and industry standards. Proper maintenance is crucial for the safe and efficient operation of the products.

16. Indemnification:

16.1. The user agrees to indemnify, defend, and hold harmless Flexion Global Ltd t/a Arbortec Forestwear, its officers, directors, employees, and affiliates from any claims, liabilities, damages, or expenses (including legal fees) arising from the use of the products by untrained personnel or any breach of these terms and conditions.

17. Termination of Service:

17.1. The Company reserves the right to terminate any ongoing service or supply of products if it becomes aware of unauthorized or untrained usage. The user shall promptly return all products to the Company in such cases.

18. Severability:

18.1. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

19. Risk Assessments:

19.1. A user should carry out a risk assessment and make sure the selected product is suitable according to current safety guidelines, legal requirements, and industry standards. This condition is particularly relevant when dealing with potentially hazardous or high-risk products. The goal is to ensure that users, consumers, or operators of certain products understand the potential risks associated with their use and take necessary precautions to mitigate those risks.

- **19.1.1.** Workplace Safety: In many industries, employees are required to carry out risk assessments before using specific equipment or machinery. This ensures they understand the potential hazards and use appropriate safety measures.
- **19.1.2.** Consumer Products: Some consumer products, especially those involving potential risks like power tools or chemicals, may come with instructions to conduct a risk assessment before usage.
- **19.1.3.** Medical Devices: Healthcare professionals or caregivers might need to assess the risks associated with using certain medical devices or treatments on patients.
- **19.1.4.** Recreational Activities: Participants in recreational or adventurous activities, such as bungee jumping or rock climbing, may need to evaluate the risks involved before participating.
- **19.1.5.** DIY Projects: Instructions for DIY projects or home improvements might include a recommendation to assess risks and suitability of materials or tools.

In essence, the condition emphasizes personal responsibility and due diligence on the part of the user to understand the risks associated with a product's use and ensure its suitability for their specific situation. By doing so, the user can make informed decisions and take appropriate measures to protect themselves and others from potential harm.

20. Important Notes:

20.1 Protective Clothing for users of Hand Held Chainsaws: Certain products are certified as "Protective Clothing for users of Handheld Chainsaws". These products are marked with a CE Mark and/or a UKCA mark, a chainsaw pictogram, and the EN Standard number (EN381 or EN11393).

Unless a product is marked with this information, it **HAS NOT** been certified as "Protective Clothing for users of Handheld Chainsaws".

Products that have been certified as "Protective Clothing for users of Handheld Chainsaws" are not guaranteed to give 100 % protection against cutting from a handheld chain saw.

By placing an order through the Website, the Buyer acknowledges and will be asked to confirm that they have read and agreed to these Terms and Conditions of Sale.