

OUR TERMS OF BUSINESS

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.

1. **These terms**

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.

1.2 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- 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.

If you are a Consumer, Summary of Some of Your Key Rights:

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:

- up to 30 days: if your goods are faulty, then you can get a refund;
- up to six months: if they can't be repaired or replaced, then you're entitled to a full refund, in most cases;
- up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

1.3 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms 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 other statement.

2. **Information about us and how to contact us**

- 2.1 **Who we are.** We are Faradite Limited a company registered in England and Wales. Our company registration number is 10050815 and our registered office is at Unit 210a Lansbury Estate Lower Guildford Road, Knaphill, Woking, Surrey, United Kingdom, GU21 2EP.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at +442038568426 in the UK or by writing to us at info@faradite.com or using our online [contact form](#).
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address 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.
- 2.5 **“Business Day”** means a day other than a Saturday, Sunday or public holiday in England where banks are open for business.

3. **Our contract with you**

- 3.1 **How we will accept your order.** Our acceptance of your order will take place after you place an order on our website shop at www.faradite.com (“**website**”) and when we email you to accept it, 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 order, we will inform you of this in writing and if payment has been taken we will refund you for the order. We might be unable to supply a product because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

4. **Our products**

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website 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.
- 4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

5. **Our rights to make changes**

- 5.1 **Minor changes to the products.** We may change the product:
 - 5.1.1 to reflect changes in relevant laws and regulatory requirements; and
 - 5.1.2 to implement minor technical adjustments and improvements, for example to address a security threat or a feature request.
- 5.2 **More significant changes to the products and these terms.** We may also make more significant changes to these terms or the product, but if we do so we will notify you and if

you do not agree to them, you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

5.3 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

6. Providing the products

6.1 **Delivery costs.** The costs of delivery will be as displayed to you on your quotation as part of the checkout process or where a quotation has been provided separately it will include the delivery cost but please note that delivery costs are not included next to the product on our website.

6.2 **When we will provide the products.** After an order is placed we will let you know when we will provide the products to you by separate communication. If the products are ongoing services, we will also tell you during the order process when and how you can end the contract.

6.2.1 **If the products are goods.** If the products are goods and you are located in the UK and you place your order before 12:00 then you will receive the products the next business day, unless:

6.2.1.1 we are low of stock;

6.2.1.2 the order contains more than 50 products from the Motion Sensor 360 range; or

6.2.1.3 the order contains more than 10 products from the TAP range,

and if this is the case a sales representative will contact you to advise of the estimated delivery date. For international orders (outside of UK) the shipping time from dispatch is shown at the checkout when you select your shipping option.

6.2.2 **If the products are one-off 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.

6.2.3 **If the product is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your order.

6.3 **We are not responsible for delays outside our control.** If our supply of parts which are used in the manufacture of the 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, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

6.4 **If you are not available when the product is delivered.** If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot. You will be responsible for any costs associated with a rearranged delivery.

6.5 **If you do not re-arrange delivery.** If you do not accept the products 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 9.2 will apply.

- 6.6 **When you become responsible for the goods.** We incorporate the Incoterms 2010, version 8 into these terms. These are a set of international rules published by the International Chamber of Commerce and we deliver DAP (Delivered At Place). This means that we will arrange for the product to be delivered to the address you have notified us, although you will pay the delivery costs which are included in the quotation. You will be responsible for the goods after they have been delivered to you. If the goods are being returned to us, you remain responsible until we receive the goods back and clauses 8.2 and 8.3 will apply to the delivery costs of returns.
- 6.7 **When you own goods.** You own a product which is goods once we have received payment in full.
- 6.8 **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, and if so, this will have been stated in the description of the products on our website. 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 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work or charges that 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 information we need within a reasonable time of us asking for it.
- 6.9 **Reasons we may suspend the supply of products to you.** We may have to suspend the availability of a product to:
- 6.9.1 deal with technical problems or make minor technical changes;
 - 6.9.2 update the product to reflect changes in relevant laws and regulatory requirements;
or
 - 6.9.3 make changes to the product as requested by you or notified by us to you (see clause 5).
- 6.10 **Your rights if we suspend the supply of products.** If we inform you that a product has been suspended after you have ordered it, you may contact us to end the contract and we will refund any sums you have paid in advance for the product.

7. **Your rights to end the contract**

- 7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, 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:
- 7.1.1 **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 or a service re-performed or to get some or all of your money back), **see** clause 11 if you are a consumer and clause 12 if you are a business;
 - 7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 7.2;
 - 7.1.3 **If you are a consumer and have just changed your mind about the product, see** clause 7.3. You may be able to get a refund if you are within the cooling-off

period, but this may be subject to deductions and you will have to pay the costs of return of any goods our [refunds policy](#) is available on our website;

7.1.4 **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 7.6.**

7.2 **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 clauses 7.2.1 to 7.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

7.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 5.2);

7.2.2 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;

7.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

7.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 weeks; or

7.2.5 you have a legal right to end the contract because of something we have done wrong.

7.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These are rights under the Consumer Contracts Regulations 2013.

7.4 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

7.4.1 used and not in the same condition that you received it or in the original packaging;

7.4.2 digital products after you have started to download or stream these;

7.4.3 services, once these have been completed, even if the cancellation period is still running; and

7.4.4 any products which become mixed inseparably with other items after their delivery.

7.5 **How long do consumers have to change their minds?** If you are a consumer 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. Our own returns policy allows 30 days to return a product.

7.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind you can still end the contract before it is completed. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. If the goods have not been delivered the contract will end immediately and

we will refund any sums paid by you for products not provided but we may deduct from that refund any costs we have incurred. You may not end the contract where there is no fault after the goods have been delivered or services performed or digital content downloaded or streamed.

8. How to end the contract with us (including if you are a consumer who has changed their mind)

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

8.1.1 Phone or email. Call customer services on or email us. Please provide your name, home address, details of the order and, where available, your phone number and email address; or

8.1.2 Online. Complete the [online form](#) on our website.

8.2 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. To return your product, you should send your product to: Faradite Ltd, Unit 210a, Lansbury Estate, 102 Lower Guildford Road, Woking, Surrey, UK, GU21 2EP. You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you are shipping multiple units over £100, you should consider using a tracked delivery service or purchasing shipping insurance. We can't guarantee that we will receive your returned item otherwise. If you are a consumer exercising your right to change your mind under the consumer protection legislation you must send off the goods within 14 days of telling us you wish to end the contract, however, our own returns policy allows you 30 days from the date of purchase in which to return the goods.

8.3 When we will pay the costs of return. We will pay the costs of return:

8.3.1 if the products are faulty or misdescribed;

8.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery 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;

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return and will be responsible for them until they are returned to us.

8.4 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 the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery plus £5.00 for the courier's collection fee.

8.5 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 delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

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

8.6.1 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.

8.6.2 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

8.7.1 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. For information about how to return a product to us, see clause 8.2.

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

9. **Our rights to end the contract**

9.1 **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:

9.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

9.1.2 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;

9.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

9.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services; or

9.1.5 in the case of electricians that will resell our products as part of a wider home automation solution, you sell our products commercially without our prior written agreement or in countries where we have exclusive supply arrangements as notified to you.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 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.

9.3 **We may withdraw the product.** We may write to you or publish a notice on our website to let you know that we are going to stop providing the product. We will refund any sums you have paid in advance for products which will not be provided.

10. **If there is a problem with the product**

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can contact us by telephoning our customer service team at +442038568426 in the UK or by writing to us at info@faradite.com or using our online [contact form](#).

11. **Your rights in respect of defective products if you are a consumer**

- 11.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information in the UK please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 7.3.

If your product is **digital content**, for example a mobile phone app the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement.
- b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause 7.3.

If your product is **services**, for example a support contract for a product, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 7.2.

- 11.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, ship them back to us or allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on +442038568426 in the UK or by writing to us at info@faradite.com or using our online contact form.

12. **Your rights in respect of defective products if you are a business**

12.1 If you are a business customer we warrant that on delivery, and for a period of 12 months from the date of delivery ("**warranty period**"), any products which are goods shall:

12.1.1 conform in all material respects with their description;

12.1.2 be free from material defects in design, material and workmanship;

12.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

12.1.4 be fit for any purpose held out by us.

12.2 Subject to clause 12.3, if:

12.2.1 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 12.1;

12.2.2 we are given a reasonable opportunity of examining such product; and

12.2.3 you return such product to us at our cost,

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

12.3 We will not be liable for a product's failure to comply with the warranty in clause 12.1 if:

12.3.1 you make any further use of such product after giving a notice in accordance with clause 12.2.1;

12.3.2 the defect arises because you failed to follow our oral or written (including web based) instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice. In particular, our products are not waterproof and not suitable for outdoor, wet or high humidity environments and we are not responsible for any defect arising as a result of such use;

12.3.3 the defect arises as a result of us following any drawing, design or specification supplied by the Customer;

12.3.4 you alter or repair the product without our written consent; or

12.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

12.4 Except as provided in this clause 12, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 12.1.

12.5 These terms shall apply to any repaired or replacement products supplied by us under clause 12.2.

13. **Price and payment**

13.1 **Where to find the price for the product.** The price of the product (which for UK customers or customers in the EU who are not VAT free includes VAT) will be the price indicated on the order pages when you placed your order on the website. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause

13.3 for what happens if we discover an error in the price of the product you order. For customers outside of the UK you will be responsible for any import or other local taxes.

13.2 **VAT or other sales tax.** If you require your VAT number on your invoice you can request this in the "My Account" section of the website before checking out. If you are based in the EU and have a VAT number please email info@faradite.com to request the validation of your VAT number. If you are a business outside the EU VAT will be deducted at the checkout when you enter your shipping address. If VAT or other sales tax changes between your order date and the date we supply the product, we will adjust the rate of VAT or other sales tax that you pay, unless you have already paid for the product in full before the change in the rate of VAT or other sales tax takes effect.

13.3 **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 at your order date, 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. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you. Any discounts offered are at our sole discretion and may be withdrawn by us at any time before we accept an order from you and a contract is formed.

13.4 **Payments other than in pounds sterling.** All of our prices are based in GBP Sterling and are converted to the relevant currency using a live exchange rate on the day of your purchase. To see the product price in your local currency our website displays the price in various currencies but we can only provide invoices in GBP or EUR.

13.5 **When you must pay and how you must pay.** We accept payment with cards listed on the payment section of our website.

13.5.1 We accept the following credit cards and debit cards: Visa, Mastercard and American Express. We do not accept cash.

13.5.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the products is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our privacy policy or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

13.5.3 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via:

13.5.3.1 Verified by Visa;

13.5.3.2 Mastercard®SecureCode™ or

13.5.3.3 American Express SafeKey.

13.6 **Timing of payment:**

13.6.1 For **goods**, you must pay for the products before we dispatch them.

13.6.2 For **digital content**, you must pay for the products before you download them.

- 13.6.3 For **services**, you must make an advance payment before we start providing them.
- 13.7 **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).
- 13.8 **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 the Bank of England 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.
- 13.9 **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. **Our responsibility for loss or damage suffered by you if you are a consumer**
- 14.1 **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.
- 14.2 **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; and for defective products under the Consumer Protection Act 1987.
- 14.3 **When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 14.4 **We are not liable for business losses.** If 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 15. Business losses shall include loss of profit, loss of business, business interruption or loss of business as a result of our performance of our obligations under these terms of business.
15. **Our responsibility for loss or damage suffered by you if you are a business**
- 15.1 Nothing in these terms shall limit or exclude our liability for:
- 15.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 15.1.2 fraud or fraudulent misrepresentation;

- 15.1.3 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;
 - 15.1.4 defective products under the Consumer Protection Act 1987; or
 - 15.1.5 any item it would be unlawful to exclude.
- 15.2 Except to the extent expressly stated in clause 12.1 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.
- 15.3 Subject to clause 15.1:
- 15.3.1 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
 - 15.3.2 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.
16. **Resale of Products**
- 16.1 You may resell our products when they are incorporated into your own distinct systems. However, we make no assurances that our products are suitable for incorporation and will not be responsible for any losses as a result of our products being so incorporated. Should you wish to re-sell our products as they are delivered to you, please contact us.
- 16.2 You may only resell the products as they are delivered to you to third parties in countries where we do not have exclusive supply arrangements. If you wish to resell our products you must first obtain our agreement to this in writing and we will advise you where selling is not permitted. By allowing resale in these countries, we do not consent to the exhaustion of our trade mark rights in the EEA and all our intellectual property rights both registered and unregistered shall remain in full force and effect.
17. **How we will use your personal information.** We will only use your personal information as set out in our [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 (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may require the person to whom any guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.
- 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 unless we agree to this in writing.

- 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.** 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.** 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.

Schedule 1

Model Cancellation Form for Consumer Customers

(Complete and return this form only if you wish to withdraw from the contract)

To: Faradite Limited

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*]/received on [*]

Name of consumer(s):.....

Address:.....
.....

Signature of consumer(s) (only if this form is notified on paper)

.....

Date

[*] Delete as appropriate

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