

## MODIFICATION OF THESE TERMS OF USE

Advanced Corp Ltd reserves the right to change the terms, conditions, and notices under which the Deckz Web Site is offered, including but not limited to the charges associated with the use of the Deckz Web Site.

### GENERAL

1.1: All orders are accepted subject to the following conditions which shall form part of and govern the contract of sale. Any variation of those conditions in any document of the buyer is inapplicable unless accepted in writing by the seller.

1.2: In these conditions the seller means Advanced Corp Ltd (registered number 12215953) of Unit 1 Lightowler Rd, Hanson Lane, Halifax, HX1 5NB (e-mail: info@deckz.co) and the buyer means the party to whom this document is addressed.

1.3: These terms and conditions apply in preference to and supersede any terms and conditions referred to or offered by the seller whether in negotiation or at any stage in the dealings between the parties with reference to the goods to which this contract relates. Without prejudice to the generality of the foregoing, the seller will not be bound by any standard or printed terms furnished by the buyer in any of its documents, unless the buyer specifically states in writing separately from such terms that it intends such terms to apply and the seller acknowledges such notification in writing.

1.4: No variation may be made to the contract of sale except by agreement in writing between the parties and signed on their behalf.

### QUOTATION

2.1: The placing of an order following the seller's quotation shall not be binding on the seller unless and until accepted by the seller. An order accepted by the seller may only be cancelled or varied with the seller's consent: the giving of the seller's consent shall not in any way prejudice the seller's right to recover from the buyer full compensation for any loss or expense arising from such cancellation or variation.

2.2: Additions or alterations to orders, however made, shall not be binding on the seller until they have been confirmed by the seller in writing.

### PRICES

3.1: The prices quoted are exclusive of United Kingdom Value Added Tax unless otherwise specifically stated in the contract. Any variation to prices resulting from taxes or levies shall be for the buyer's account.

3.2: The prices quoted are exclusive of all costs and charges in relation to packaging, loading, unloading, carriage and insurance. Any additional costs will be indicated separately.

3.3: In the event that a Good is listed or quoted at an incorrect price due to an error, the seller will notify the buyer within 14 days of the Acceptance Confirmation of the correct price by e-mail or telephone. Either the seller or the buyer may then cancel the part(s) of the order relating to the incorrectly priced goods (including those goods which can be reasonably linked to the incorrectly priced goods) or the buyer may purchase the incorrectly priced goods at the correct price. If the buyer confirms acceptance to purchase the goods at the corrected price, the unpaid difference will be paid by the buyer to the seller. If payment has been taken for the goods and the buyer cancels the order, the seller will issue a refund to the buyer. If only some of the goods the buyer ordered are mispriced, it will not affect the order in relation to any goods which were priced correctly.

### DELIVERY

4.1: Where goods are ordered by the buyer for delivery at his request:

(i) If a date is stated for delivery and such date is not altered by agreement in writing, the buyer shall take delivery on that date;

(ii) If no date is stated for delivery, the buyer shall take delivery of the goods as soon as they are ready;

(iii) If the buyer does not take delivery on the stated date the buyer will reimburse the seller's associated costs and/or expenses including, but not limited to, storage, transportation and insurance costs. An invoice will be issued for the full amount of the goods on the stated date on which delivery is due and shall be payable in accordance with the provisions of Clause 10.1.

4.2 In any other case:

(i) Any time stated in respect of delivery is given in good faith but is by way of estimation only and is not binding on the seller; and

(ii) Time for delivery, whether expressly stated or not, shall not be or be deemed to be of the essence of the contract of sale.

4.3: The seller will deliver the goods as near as possible to the delivery address as far as hard road permits. The buyer shall provide at his own expense the labour for unloading and stacking with utmost despatch. Damage caused to the goods due to inadequate site access or careless unloading shall be at the buyer's expense.

4.4: The seller shall not be liable for any loss or damage whether direct or indirect or consequential or in whatsoever way arising which is or might be occasioned to the buyer or to any purchaser from him or customer of his arising out of or in any way due to any delay or default in delivery of any goods under the contract however caused.

4.5: The seller shall be entitled to make partial deliveries of the goods unless otherwise agreed in writing.

4.6: In the case of partial deliveries of goods, the buyer will not be entitled to treat the delivery of faulty goods in any one instalment, or the late delivery of any one instalment, as a repudiation of the whole contract.

4.7: The cost of delivering the goods is non-refundable.

4.8: The buyer at his own expense must ensure there is a legally responsible person to accept by way of signing for the goods on delivery.

4.9: Deliveries outside of Mainland England & Wales (including but not limited to: Scotland, Northern Ireland, Ireland, Isle of Mann, Isle of Wight) may incur an additional delivery charge at the sole discretion of seller. This additional charge may be applied, at the sole discretion of seller, after the buyer has placed an order through the website.

### RETURNS

5.1: We hope that you will be delighted with your order, however, we understand that there are occasions where you may wish to return items and we are happy to assist according to the Consumer Rights Act of October 2015.

5.2: You must notify us of your wish to return any goods to us within 14 days of receipt of the goods. Please call our Customer Support team either by email info@deckz.co or calling 0800 002 9887 stating your reason for return. In the case of a damaged product, please do send over images where possible for us to pass on to quality control.

5.3: If your order arrived in separate deliveries, you have until 14 days from delivery of the last item in that order.

5.4: You then have a further 14 days to return the goods to us. We will provide you with a returns form which must be attached to the goods being returned.

5.5: If requested, Deckz can arrange the collection of items, this may incur a surcharge which can be taken off an eligible refund amount. For large collections (that cannot be sent via a standard courier service) there will be a £200 collection surcharge.

5.6: Once received we shall inspect any returned goods for quality and defects. Subject to the goods being returned in perfect re-sellable condition, we shall issue you with a credit note for the full purchase price (excluding any delivery costs). In the event the returned goods are damaged or otherwise returned in less than brand-new condition, we may offer a pro-rata credit note calculated at the seller's sole discretion and with reference to the re-sale value of the goods, but we can withhold the right to any refund. Items can be returned back to Deckz so long as they are in the condition they were delivered to you.

5.7: For any products returned that were originally purchased by a business (i.e. a sole trader or incorporated entity) in accordance with clause 5.5, there will be a re-stocking fee of 20%, with a minimum handling fee payable by the buyer of £50 per consignment.

5.8: A refund can only be credited back onto the original card or bank account used to purchase the goods and will be issued within 14 days of receiving your goods in re-sellable condition.

5.9: For non-business, retail buyers, we will only refund standard delivery charges if the whole of the order is being returned. If you opted for a special delivery service, we will only refund you for a standard delivery service. If your delivery was free then you will not receive any refund for this. If you are

Only returning part of your order then you will not receive any money back for delivery costs.

5.10: If your item is damaged or faulty and you have requested a replacement, we will send this replacement free of postage and packing charges.

5.11: Please be advised that if an item is returned to us after our returns period has ended, and/or without advising us first, then we can only offer a credit note, we are unable to offer a full refund.

5.12: Where the buyer returns goods which were originally purchased using a credit card, the seller shall be entitled to deduct 3% of the purchase price from the value of any refund on account of the credit card surcharges incurred by the seller.

#### RIGHT TO CANCEL

6.1: The buyer must inform the seller as soon as possible of their intention to cancel an order:

(i) The buyer has the right to cancel this contract any time before 3pm on the last working day prior to the agreed delivery date of the goods without giving any reason. The cancellation period will expire at 3:01pm on the last working day prior to the agreed date of delivery;

(ii) To exercise the right to cancel, the buyer must inform the seller by e-mail to [Info@deckz.co](mailto:Info@deckz.co) of the decision to cancel this contract by a clear statement (e.g. a letter sent by email). To meet the cancellation deadline, it is sufficient for the buyer to send a communication concerning the exercise of the right to cancel before the cancellation period has expired.

6.2: If the buyer cancels this contract, the seller will reimburse to the buyer all payments received (excluding any credit card surcharges).

6.3: The seller will make the reimbursement not later than 14 days after the day on which the seller was informed about the buyer's decision to cancel this contract. The seller will make the reimbursement using the same means of payment as the buyer used for the initial transaction.

#### PACKAGING, CONSIGNMENT AND CARRIAGE

7.1: Goods will be consigned by the method of transport chosen by the seller to the address specified by the buyer for consignment of the goods ("the delivery address").

#### TRANSFER OF RISK AND TITLE

8.1: The goods shall be at risk of the buyer as soon as they are delivered to the delivery address unless otherwise agreed and the seller shall be under no obligation to give the buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.

8.2: Legal and beneficial title in the goods shall not pass to the buyer until both the buyer has received the goods and the seller has received, in cash and/or in cleared funds, payment in full of the Price for the goods and all other sums which are or which become due to the seller for sales of the goods; in case of delivery by instalments, where payment in full has been made for the relevant instalments.

#### ACCEPTANCE OF GOODS

9.1: The buyer will be deemed to have accepted the goods after their receipt at the delivery address.

9.2: The seller shall have no liability for goods delivered in a damaged condition or lost in transit (as the case may be) unless:

(i) In the case of damage or shortage of delivery, short details are endorsed on the carrier's delivery note or receipt and notice in writing giving full particulars of the damage or shortage is received by the seller and the carrier within 24 hours after receipt of the goods at the delivery address; and

(ii) In the case of goods lost in transit, notice in writing of the non-delivery is received by the seller and by the carrier within fourteen days after the date of the advice note or invoice (as the case may be) issued by the seller.

9.3: Subject to the buyer complying with Clauses 8.1 or 8.2 above (as the case may be) and subject to Clause 8 below, the seller shall replace or make good any goods rejected by the buyer or delivered in a damaged condition or lost in transit (or, in lieu thereof, at the option of the seller, shall allow credit to the buyer of the amount of the price of goods lost or rejected or a proportionate amount thereof in the case of goods damaged), but the seller shall have no liability whatsoever, other than liability for death or personal injury due to the seller's negligence, including consequential loss in respect of goods rejected by the buyer or delivered in damaged condition or

lost in transit.

#### SPECIFICATION

10.1: Unless otherwise specifically stated in the contract all specifications and particulars of weights and dimensions stated in the contract and in the supplier's sales literature are approximate only.

10.2: Whilst every effort is made for these figures to be accurate, it must be understood that the specification of goods manufactured and supplied by the seller is subject to normal trade tolerances.

10.3: The seller reserves the right to change the specification of any goods quoted in his sales literature at any time without notice.

10.4: Whilst the seller takes every precaution in the preparation of his literature, these documents are for the buyer's general guidance only and the particulars contained therein shall not constitute representations by the seller and the seller shall not be bound thereby.

10.5: Composite goods are extrusion products made by mixing natural and man-made materials. Greatest efforts are made to ensure consistency and uniformity during production. However the buyer recognizes and acknowledges that there may be a variance of colour and finish. Slight deviations in colour and or dimensions or weight or finish shall under no circumstances be the subject to any rejection or claim against the seller.

10.6: Any defects found in part of the goods shall not entitle the buyer to reject the remaining goods.

#### ORDER SPECIFICATIONS

11.1: It is the buyer's responsibility to ensure that all necessary approvals have been granted before manufacture commences. The seller will assist in supplying calculations when requested to do so.

11.2: It is the buyer's responsibility to satisfy himself that the calculations and specifications are correct and that the goods are suitable and fit for the purpose.

#### QUALITY

12.1: The seller warrants that on delivery the goods shall: (a) conform in all material respects with the specification; and (b) be free from material defects in material and workmanship.

12.2: The seller warrants its products in accordance with the warranties shown on its website.

12.3: The seller accepts no liability for any defect caused as a result of:

(i) the buyer failing to follow the seller's oral or written instructions as to the storage, commissioning, installation, use and/or maintenance of the goods; or

(ii) fair wear and tear, weathering, wilful damage, negligence or abnormal storage or working conditions.

#### PAYMENT

13.1: The following payment terms shall apply depending on the nature of the order:

(i) Deckz orders: the total order value shall be payable (excluding installation costs) at the point of order;

(ii) Payment by American Express may incur an additional 3.5% and surcharge;

(iii) Credit card surcharge fee incurred by the Seller are not refundable; and

(iv) No payment shall be deemed to have been received until the Seller has received cleared funds

13.2: For credit accounts, except where otherwise specifically agreed, payment must be made to the seller's address stated on his invoice not later than the last day of the month following the date of his invoice.

13.3: Where partial delivery is made, the buyer shall be obliged to pay for each instalment separately, if the seller so requires, by invoicing him.

13.4: If payment is not made on the due date the seller shall be entitled to:

(i) Charge interest on the outstanding amount at the rate of 8% above the Bank of England base rate, accruing daily;

(ii) Require payment in advance of delivery of undelivered goods;

(iii) Refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the



buyer for non-delivery or any delay in delivery;  
(iv) Terminate the contract; and/or  
(v) Enforce the terms of clauses 14.2 and 14.3

13.5: Unless otherwise agreed the buyer shall not be entitled to exercise any right of set-off or counterclaim against monies owed to the seller for goods invoiced and delivered to him.

#### OWNERSHIP OF GOODS

14.1: Subject to the following clauses, the goods shall remain the seller's property until payment in full of all monies due to the seller under this contract and all other contracts between the seller and buyer.

14.2: The buyer shall be entitled to sell the goods in the ordinary course of business, provided that the proceeds of the sale shall be held in trust for the seller by the buyer until payment of all sums due to the seller by the buyer under this contract and all other contracts between the seller and buyer.

14.3: Should the buyer default in any payment when due the seller will be entitled to repossess all the goods held by the buyer which are still the seller's property (without prejudice to any other right or remedy arising out of such default in payment) and for this purpose the seller will be entitled to enter upon any land or buildings on or in which the goods may be situated and to remove the same. All costs incurred by the seller in repossessing the goods shall be borne by the buyer.

14.4: Any goods so repossessed shall be sold and the proceeds of sale set off against the amounts due to the seller by the buyer. Any balance remaining of the proceeds of sale shall be paid to the buyer. If the said proceeds of the sale are not sufficient the buyer shall remain liable to pay to the seller the amount remaining due, together with any interest accruing thereon.

#### INTELLECTUAL PROPERTY

15.1: The buyer shall indemnify the seller against all damages, penalties, costs and expenses to which the seller may be liable as a result of work done in accordance with the buyer's specification which involves the infringement of any letters patent or registered design.

#### PRIVACY POLICY

16.1: The seller will collect and store data collected from its website, and any other forms of communication in accordance with the privacy policy.

16.2: The seller does not store any customer credit card details.

#### DETERMINATION OF CONTRACT

17.1: If the buyer shall make default in or commit a breach of the contract or of any other of his obligations to the seller, or if any distress or execution shall be levied upon the buyer's property or assets, or if the buyer shall make or offer to make any arrangement or composition with creditors, or commit an act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the buyer is a limited company and any resolution or petition to wind up such company's business shall be passed or presented, or if a receiver of such company's undertaking, property or assets of any part thereof shall be appointed, the seller shall have the right by written notice to the buyer to determine this

and/or to suspend further deliveries of goods under this and/or any other contract between the buyer and the seller. Such right shall be without prejudice to any other claim or right the seller may otherwise make or exercise.

#### NOTICES

18.1: Notices required to be given to the seller must be sent to the seller's address by first class post. Notices required to be given to the buyer will be sent by first class post to the address specified by the buyer for consignment of the goods unless a different address is specified for this purpose by the buyer. Notices shall be deemed to have been delivered on the next business day after the day of posting. In proving service by first class post it shall only be necessary to prove that the notice was contained in an envelope which was duly addressed and posted in accordance with this clause.

#### LIMITATION OF LIABILITY

19.1: Nothing in these terms and conditions shall limit or exclude the seller's liability for: (a) death or personal injury caused by its negligence, or the negligence of its 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 (d) defective products under the Consumer Protection Act 1987.

19.2: Subject to clause 17.1: (a) the seller shall under no circumstances whatever be liable to the buyer 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 the contract; and (b) the seller's total liability to the buyer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall in no circumstances exceed the total value of the order.

#### FORCE MAJEURE

20.1: For the purpose of these conditions, an "Event of Force Majeure" means any circumstance not within the reasonable control of the seller, but only if and to the extent that:

(i) such circumstance, despite the exercise of reasonable diligence, cannot be, or be caused to be, prevented, avoided or removed by the seller, and  
(ii) such circumstance materially and adversely affects the ability of the seller to perform its obligations under these conditions, and the seller has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on seller's ability to perform its obligations under these conditions and to mitigate the consequences thereof.

20.2: These conditions and the contract shall be subject to and consulted in accordance with English Law, and the buyer is deemed to submit to the non-exclusive jurisdiction of the High Court of Justice of England.

#### LAW

21.1: These conditions and the contract shall be subject to and consulted in accordance with English Law, and the buyer is deemed to submit to the exclusive jurisdiction of the High Court of Justice of England.