Terms and Conditions of Sale

1. Our Contract

1.1 These Terms and Conditions govern the supply of goods sold by Axalta Coating Systems UK Limited (No. 2238419) of Unit 1 Quadrant Park, Mundells, Welwyn Garden City, Herts, AL7 1FS ("we" and "us") to the customer ("you") and constitute the entire and only agreement between us in relation thereto. Any conditions submitted, proposed or stipulated by you in whatever form and at whatever time, whether written or oral, and any conditions which are implied by trade, custom, practice, or course of dealing are expressly waived and excluded.

1.2 All orders placed by you are on the basis of these Terms and Conditions and are subject to acceptance by us by delivery of the goods to you at which point a legally binding contract is constituted between us. The processing of your payment and acknowledgment of your order does not constitute legal acceptance of your order. We shall be under no obligation to accept any order sent by you to us.

1.3 We shall not be bound by any variation to these Terms and Conditions unless agreed in advance and in writing by an authorized representative of us.

2. Price & Payment

2.1 The price payable for the goods you order is as set out on our website at the time you place your order or, if you order from one of our catalogues, as set out in the catalogue from which you order provided it is a current catalogue at the date of delivery, plus any charges for packaging and delivery as advised to you.

2.2 Prices published in our catalogues are correct at time of going to press, and we reserve the right to update prices in future catalogues which will then supersede the previous published prices. We also reserve the right to change the price of commodity goods at any time due to market conditions, but we will confirm the prevailing price with you before accepting your order. We are not obliged to accept your order for such goods and may decline it or (upon prior notice) limit the order quantity.

2.3 On occasion, the prices payable for goods advertised on our web site may differ from those prices offered in our printed literature, and we are under no obligation to honour any web site price if there is such a difference. Occasionally, we may advertise goods at a promotional price; in which case you must quote the relevant promotion code, otherwise you may be charged the full price.

2.4 Occasionally an error may occur and goods may be incorrectly priced in which circumstances we will not be obliged to supply the goods at the incorrect price.

2.5 Subject to clause 2.6, we must receive payment for the whole of the price of the goods you order (including any VAT thereon), and any applicable charges for packaging and delivery, before your order can be processed unless we have agreed otherwise in advance in writing. If we do enable payment after order, you must make payment in full within 7 days of making such order.

2.6 You are responsible for all orders placed by your authorised employees and for any purchases made on cards issued to you and we are not bound by any individual order limit you may impose on your authorised employees. You must inform us in writing as soon as a relevant employee is no longer authorised by you to place and receive orders or if any card issued to you is lost or stolen.

2.7 You may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim, which you may otherwise have, or allege to have.

2.8 The format of our invoice to you will solely be dictated by us and we will not enter into any variation of our format unless any proposed variations are requested in writing at least six months in advance and unless expressly agreed by us.

2.9 Any “Was” price displayed on the website shows the item’s previous selling price for a period of at least 28 days immediately prior to the reduced price coming in to effect.

3. Delivery & Title

3.1 Unless otherwise stated all orders will usually be delivered within the stated delivery time but time for delivery shall not be of the essence and delivery dates are intended as an estimate only. We shall not be liable for any loss or damage whether arising directly or indirectly, from delay in delivery. In the unlikely event that you have not received all the goods within the stated delivery time, you must notify us immediately. In addition to your rights under clause 5, in the unlikely event that we do not make the goods available to you within 30 days of acknowledging your order you will have the option of cancelling your order by notifying us accordingly within a further three business days and prior to delivery. You must not schedule or commence any installation work until after you have received your order and checked all the goods for any defects or missing parts. In some cases, a valid signature will be required on delivery.

3.2 For reasons of health and safety and to avoid any property damage, most ‘large’ items can only be delivered to the exterior of a ground floor location at the delivery address. You must therefore make your own arrangements at your own risk if the relevant item needs to be transported from that delivery location. We will not provide any unpacking, installation or fitting services upon delivery unless otherwise
agreed by us in writing.

3.3 You must do all that you reasonably can to enable delivery to take place. If you delay delivery, or delivery fails because you have not taken appropriate steps (including your arranging to pick-up or have a third party pick-up the goods where delivery takes place at our premises at the agreed time), we will try to arrange for an alternative delivery date within 30 days of the failed delivery (“Re-delivery”). If delivery fails as a result of circumstances within your reasonable control, the cost of any Re-delivery shall be borne by you. If we are unable to arrange a date for Re-delivery or if you fail to pick-up the goods within 7 days where delivered at our premises we may cancel your order and refund to you the price that you have paid for the goods, less the failed delivery costs.

3.4 Without prejudice to Clause 3.3, upon delivery of the goods to you (or to a third-party delivery agent on your behalf), the goods shall be at your risk. In spite of delivery having been made, ownership (also known as “title”) in the goods shall not pass to you until you have paid the price for the goods in full (including any applicable charges for packaging and delivery) and no other sums whatsoever are due to us from you. Until title in the goods passes from us to you, you shall (at no cost to us): (i) not be entitled to use the goods; (ii) safely hold the goods for us; (iii) return the goods to us immediately if we ask you to; and (iv) be liable to us for any loss, damage or destruction of the goods. In addition, until title in the goods passes from us to you, you shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.

4. Availability

4.1 While we endeavour to hold sufficient stock to meet all orders, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we may, at our discretion, supply or deliver a substituted product or refund you the price paid for such goods or, we may, in our absolute discretion, raise a credit to offset the amount invoiced to you.

5. Cancellation & Returns

5.1 You may cancel your order by giving us notice of cancellation within 48 hours of the date of delivery to you. Such notice may be given by phone, mail, fax or email. If you are cancelling because of any problem with the goods, you must notify us of the problem at the time of cancellation.

5.2 On cancellation for whatever reason, you must return the goods to us at your cost unless we agree that you may dispose of them, in which case you must comply with the manufacturer’s instructions before disposing of hazardous goods. Where the goods are being returned because they are faulty, incorrect goods or because of unsuitable substitution by us, we will meet the cost of return provided you use a carrier nominate by us.

6. Liability

PLEASE READ THIS CLAUSE

6.1 If you have notified us of a problem with the goods within 30 days of delivery, we will (subject to clause 4) either make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question.

6.2 We shall have no liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise, to pay any money to you by way of compensation other than any refund we may make under these conditions. Our liability to you shall not exceed the price of the goods (including any packaging and delivery charge) and shall not in any event include losses related to any business of yours, such as loss of profits or business interruption, neither will we be responsible to you for any other loss which is not a direct, foreseeable consequence of us being in breach of these Terms and Conditions or our legal duties.

6.3 Nothing in these Terms and Conditions shall exclude or restrict our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

6.4 Goods are intended for use in the UK only and we cannot confirm that the goods comply with any laws, regulations or other standards applicable outside the UK. All goods are sold in accordance with the manufacturer’s specifications and are subject to any qualifications, representations or instructions contained in the documentation associated with the goods.

7. Termination

We may suspend further supply or delivery, stop any goods in transit or terminate our contract with you at any time by notice in writing if you are in breach of any obligation(s) hereunder or you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, any payments you owe to us (even if they are not yet due for payment) will be immediately due and payable and we shall be under no further obligation to supply goods to you.

8. Force Majeure

We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts, other industrial disputes, an epidemic or pandemic).

9. General

Except as otherwise agreed in writing by us, you shall have no rights in respect of any intellectual property rights used by us in relation to the goods or the associated goodwill. If any part of these Terms and Conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of any other part of these Terms and Conditions will not be
affected. This contract shall be governed by and interpreted in accordance with English law and the courts of England shall have exclusive jurisdiction in respect of any claim or matter (including non-contractual claims) arising out of or in connection with these Terms and Conditions and any contract between you and us, save that we may take action in any other jurisdiction.

VAT: All prices include current appropriate VAT rate