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1. Definitions

- 1.1 **“Customer”** means the individual or organisation that wishes to purchase or has already purchased the **Goods** and/or **Services** from the **Supplier**.
- 1.2 **“Supplier”** means AKC Systems Limited. Registered Company No. 3300886 (trading as Alvin Key Clamp) registered at: 7 Stone Street, Brighton, England, BN1 2HB and the address for correspondence is: PO Box 478, Sutton, SM1 9PG. Neither of these addresses are suitable for receiving returned goods, please refer to clause 8.9.
- 1.3 **“Contract”** means the contract between the Supplier and the Customer for the purchase of the **Goods** and/or **Services** incorporating these terms of sale.
- 1.4 **“Order”** means an offer by the **Customer** to enter into a **Contract** with the **Supplier** for the purchase of the **Goods** and/or **Services**.
- 1.5 **“Goods”** means items that the **Customer** agrees to buy from the **Supplier**.
- 1.6 **“Services”** means services that the **Customer** agrees to buy from the **Supplier**, including but not limited to transportation and specialist coatings.
- 1.7 **“Terms of Sale”** means the terms and conditions of sale as set forth in this document and any special terms agreed in writing by the **Supplier**.
- 1.8 **“Consumer”** shall have the meaning given in the Consumer Rights Act 2015 Part 1, Chapter 1, Section 2 “an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.”
- 1.9 **“Website”** means the website of the **Supplier**.

2. Conditions

- 2.1 These Terms of Sale shall be applicable to all contracts for the sale of Goods or Services or Goods and Services between the Supplier and the Customer.
- 2.2 Any variation or amendment to these Terms of Sale, including any special terms and/or conditions agreed between the Supplier and the Customer, shall be deemed void and non-applicable unless agreed in writing by the Supplier.
- 2.3 Any special conditions applying to the provision of the Services are set out by the Supplier in writing at the Order confirmation stage and are deemed to be accepted by the Customer when either payment is made by the Customer to the Supplier, or when a written purchase order is provided by the Customer to the Supplier. The Supplier may, at its sole discretion, choose to accept a purchase order verbally from the Customer; where this is the case the Customer is deemed to have accepted these special conditions and a record of the order reference will be made and considered proof of acceptance.
- 2.4 Acceptance of delivery of the goods is deemed to be proof that the Customer accepts these Terms of Sale.
- 2.5 Any complaints should be addressed to the Supplier at the correspondence address stated in clause 1.2 or by email to sales@alvinkeyclamp.co.uk
- 2.6 Nothing in these Terms of Sale shall affect the Customer's statutory rights as a Consumer, subject to the definitions in clause 1.8.
- 2.7 Unless explicitly agreed in writing, the Supplier does not undertake to design or specify the Goods on behalf of the Customer. The Customer must satisfy themselves that the Goods are suitable for a given purpose, and that the correct size and specification of Goods have been selected for an order.
- 2.8 Where the Supplier provides a quotation for goods based upon the Customer's drawings, photos or written details, the Customer must check the list of Goods to ensure they satisfy the requirements of the project.

3. Ordering

- 3.1 All orders from the Customer for Goods and/or Services are deemed to be an offer by the Customer to purchase Goods and/or Services pursuant to these Terms of Sale and are subject to acceptance by the Supplier. The Supplier reserves the right not to accept an order for any reason.
- 3.2 If the Goods ordered by the Customer are not available from stock, the Supplier will notify the Customer as soon as reasonably practicable, at which point the Customer will have the option to wait for the Goods to become available or to cancel the order and receive a full refund, subject to clause 3.3 below.
- 3.3 If an Order has been part-shipped and the outstanding Goods become unavailable the refund shall be limited to the value of the Goods or Services that have not been delivered.
- 3.4 Where the Customer places an order directly via the Website, that order remains provisional until accepted in writing by the Supplier. This acceptance will be in the form of an order confirmation email, which along with these Terms of Sale, shall form the basis of the Contract between the Customer and the Supplier.

- 3.5 Where the Customer places an order via telephone or other indirect means, the order remains provisional until the Supplier accepts it in writing. This acceptance will be in the form of an order confirmation email, which along with these Terms of Sale, shall form the basis of the Contract between the Customer and the Supplier.

4. Payment and Pricing

- 4.1 The price of the Goods and Services will be as specified on the Website, or as specified in a valid written quotation from the Supplier. Quotations remain valid for 30 calendar days after they are issued unless the quotation states otherwise. The Supplier reserves the right to re-issue quotations older than 30 days prior to accepting an order. The price is shown in Pounds Sterling and is exclusive of delivery charges and Value Added Tax (VAT) unless specified otherwise.
- 4.2 Unless otherwise agreed in writing by the Supplier, payment for an order is due immediately and the Supplier will not accept the order until cleared funds are received by electronic bank transfer or credit/debit card.
- 4.3 Pursuant to Clause 4.2, if the Supplier at its sole discretion agrees in writing to provide a credit facility to the Customer, an order must be accompanied by a written purchase order detailing the full price as per clause 4.1. This credit facility may be withdrawn by the Supplier, at its sole discretion, at any time and any outstanding balance will become immediately due for payment by the Customer.
- 4.4 Where a credit facility agreement exists, the Customer agrees to pay the sums due within 30 days of the invoice date unless different payment terms have been agreed in writing by the Supplier.
- 4.5 Where a credit facility becomes overdue pursuant to clause 4.4, the Supplier may decline further orders and cease delivery of existing orders until the Customer pays the outstanding balance.
- 4.6 The Supplier reserves the right to recover overdue balances by engaging debt collection agencies and as a last resort through the English Courts. The costs for these recovery efforts to be borne by the Customer.
- 4.7 The Supplier reserves the right to charge interest on overdue balances in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The interest rate shall be calculated as the Bank of England base rate plus 8%.

5. Nature of Goods & Customisation

- 5.1 The goods provided by the Supplier are of an industrial nature, and the primary quality controls are focused on functionality. Parts of the manufacturing process can leave small bumps or blemishes on the surface and the shade of the galvanized finish can vary between batches. It is agreed between the supplier and the customer that such bumps or blemishes shall only be considered a defect if they impede the physical function of the goods.
- 5.2 Where an order includes custom finishes such as Powder Coating or other paint process it is agreed that this finish is intended to provide a visual contrast with surroundings to satisfy the requirements of Part M of the building regulations. Such blemishes or small bumps as described in 5.1 above may still be palpable after application of custom finishes and do not

affect the ability of the goods to perform their primary function. As such these are not deemed to be defects unless they impede the physical function of the goods.

- 5.3 In any case where a defect with a custom finished product is identified the remedy offered by the supplier shall be limited to provision of touch-up paint, colour matched as closely as possible to the existing custom finish.
- 5.4 If the Customer, upon receipt of a delivery of goods from the Supplier, believes that an item may have been damaged in transit, the customer must immediately take photographs of said damage along with photographs of the packaging. This damage must be reported to the Supplier by email within 24 hours of the delivery occurring. The Customer agrees that by failing to do so they may jeopardise their ability to make a claim for damage in transit and limit the Supplier's ability to provide a remedy. It is further agreed that suitable remedy shall be limited as per clause 5.3.
- 5.5 Where an order requires customisation buy cutting tubes to length the cutting tolerance is +/- 5mm.
- 5.6 Computer software on the Website will attempt to provide a cutting list that makes the most efficient use of the available stock lengths of tubing, to minimise the cost to the Customer. The Customer shall have the opportunity while placing an order to request that offcuts are sent with the goods. Where no such instruction is received at the point of order confirmation the Customer agrees to waive the right to receipt of said offcuts. It is not practical to store unwanted offcuts after order processing and they will be sent for recycling.
- 5.7 Delivery charges may be affected by the inclusion of offcuts, particularly where an offcut is the longest piece of tube on an Order. The Customer is advised to contact the Supplier where this is the case so that the Supplier can help to minimise delivery charges.
- 5.8 Cut ends of tube will expose a raw steel surface to the elements, which will discolour quickly and if left untreated for many years will ultimately shorten the life of the tube. It is recommended that the customer apply several coats of a cold galvanising spray to any cut ends, including those that were cut prior to delivery. For safety reasons the Supplier is unable to apply this spray in a warehouse where hot works (tube cutting) are carried out. Cold galvanising spray is available from the Website for the convenience of the customer; however, delivery will be separate to the main bulk of an order as per 5.9 below.
- 5.9 Goods containing compressed gas such as cold galvanising spray or touch up paint will be delivered separately to the rest of the goods on an order. This is due to restrictions on couriers that are able to carry compressed gas. In the case of touch up paint this may arrive several weeks prior to the customised goods. The supplier can arrange delivery of paint items to a different address at the request of the Customer, such requests must be made prior to placing the order.

6. Performance of Services

- 6.1 Provision of the Services will be started as soon as reasonably practicable after the Supplier has accepted an order.
- 6.2 It is agreed that time is not of the essence in a Contract unless the Supplier specifically agrees in writing to the contrary.

- 6.3 The Supplier will perform or ensure that the services are performed with reasonable care and skill; however, the Supplier does not guarantee that the Services will be uninterrupted or error-free. It may be necessary for the Supplier to suspend provision of the Services where circumstances beyond its reasonable control prevent their delivery. This includes, but is not limited to, severe weather. Where such a situation occurs, the Supplier will endeavour to resume provision of the Services as soon as reasonably possible on a best effort basis.
- 6.4 The Supplier reserves the right to terminate or suspend provision of the Services if the Customer breaches a term in the Contract. The Supplier shall inform the Customer in writing if this is the case. Any payments due under this Contract shall remain payable under these circumstances and any amounts already paid will not be refunded.

7. Delivery

- 7.1 For the purposes of this agreement, Delivery is considered a Service and the conditions of paragraph 6 shall apply in addition to clauses 7.2 to 7.11 below.
- 7.2 Delivery timeframes stated on the Website, in quotations or order confirmations are estimates that the Supplier will endeavour to meet on a best effort basis.
- 7.3 The Supplier shall not be liable to the Customer or any other entity for any costs arising from late or failed deliveries.
- 7.4 If the Supplier becomes aware of a change to the estimated delivery window, the Supplier will endeavour to inform the Customer by email and telephone.
- 7.5 Pursuant to clause 9.1 below, where an order contains customised items, no refund can be made if a delivery is refused, even if it arrives later than estimated.
- 7.6 Where a Customer refuses to accept a delivery, or where no persons are available to accept the delivery, the Goods will be returned to the Supplier at the Customer's expense and a refund minus the cost of return carriage and any non-refundable items will be issued as per the criteria in paragraph 9.
- 7.7 Many deliveries will include bulky items and pallets, it is the Customer's responsibility to provide suitable material handling plant and personnel at the delivery site. The Supplier will make reasonable efforts to inform the Customer where a large vehicle is required.
- 7.8 The Customer will have the opportunity on the Website, or by email communication before order confirmation, to request a premium delivery service which can include material handling such as a Hi-Ab truck and/or a dedicated and time specific service. This service is available at an additional cost payable by the Customer.
- 7.9 Where no premium delivery service is requested and the Customer fails to provide the required equipment and personnel to safely unload the vehicle, the Supplier and its delivery agents reserve the right to abort delivery on safety grounds and the Goods will be returned to the Supplier. The cost of the return carriage and any waiting time on site shall be payable by the Customer in addition to the fee for a second delivery attempt.
- 7.10 Special delivery instructions, access times and/or requirements must be notified to the Supplier before placing an order. While the supplier will make reasonable efforts to pass this information on to the relevant delivery partner it is agreed that these

instructions do not create a variation to these terms of sale or form part of the contract. The supplier, at its sole discretion, reserves the right to revise a quotation or to charge an upgrade fee where delivery instructions supplied by the customer require a premium service in order to follow them correctly.

7.11 The customer should count all goods delivered as soon as practical after delivery and in any case must notify the Supplier of any missing items within three working days of delivery. In the rare case of damaged items these must be notified to the Supplier (including photographic evidence) within 24 hours of the delivery, please see 5.4 for further detail.

8. Restricted items

8.1 The Supplier cannot accept orders from persons below the age of 18 due to the solvent content in some Goods. The Customer certifies by placing an order with the Supplier that they are at least 18 years old. The Supplier reserves the right to request proof of age.

9. Cancellation and Returns

9.1 No automatic right of cancellation exists for Goods or Services involving the customisation of Goods to the Customer's specifications, customised items are non-refundable unless they are mechanically faulty. Customised Goods include tubes cut via our cutting service and Goods which have been powder coated or painted, as well as mixed-to-order spray paint.

9.2 If a Customer wishes to cancel or amend an order for customised items they should contact the Supplier as soon as possible, preferably by telephone. If no customisation work has started the Supplier may, at its sole discretion, agree to cancel or amend the order and provide a refund if applicable. If such a cancellation is accepted the Supplier will inform the Customer in writing.

9.3 Where a Customer is deemed to be a Consumer as defined in clause 1.6, the Consumer may elect to cancel a Contract for non-customised Goods within 14 working days of the date the Goods were delivered. As per clauses 9.4 and 9.5 the Consumer must return the Goods properly packaged, ideally in the original packaging, and in an un-used state, at the Customer's expense, within 28 days of the cancellation. The Customer must contact the Supplier to arrange any return and the Supplier shall provide the correct address for returns. For the avoidance of doubt, pursuant to clause 9.9 below, the correspondence address for the Supplier is not a suitable address for returns. Returns made without authorisation to the correspondence address will be refused which may incur further carriage costs that the Supplier will not be liable for. The Supplier will offer to provide the return carriage on the Customer's behalf and the cost of this is payable by the Customer before the collection is undertaken.

9.4 In the event of any return of Goods for any reason, the Customer must package the Goods according to the return carrier's conditions of transit, these will vary depending on the courier and advice is available from the office on 02082542626. Failure to adhere to the carrier's packaging requirements, particularly with regard to the bundling and covering of tubes and exposed steel surfaces may result in the

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Goods being refused by the courier or damage or loss occurring in transit, for which the Customer shall be liable.

- 9.5 All return packaging must be clearly marked with the Returns Authorisation Number (RAN) provided by the Supplier when confirming the return request. Failure to do this may delay the refund while extra steps are carried out to confirm the identity of the returned goods.
- 9.6 Where a cancellation pursuant to clause 9.3 occurs, the Customer acting as a Consumer shall receive a refund equivalent to the original contract value minus the value of any customisation and the customised items. If the Consumer wishes, the Supplier can arrange the return carriage and the cost of this is payable before the collection is undertaken.
- 9.7 If a Customer fails to return the cancelled Goods within the 28 day deadline, the Supplier shall consider the return request to have been cancelled. At its sole discretion and with the agreement of the customer, the Supplier may agree to recover the Goods from the Customer and the cost of such action will be deducted from any refund due.
- 9.8 It is recommended that where a Customer chooses to arrange their own return carriage, an appropriately insured and trackable service is used. The Customer remains liable for the goods until they are signed for at the return location.
- 9.9 Returns must not be made to the correspondence or registered addresses shown section 1. The Supplier will advise the Customer of the address of the closest available distribution centre when issuing a RAN in order to minimise the cost of the return carriage.
- 9.10 Where a Customer is not acting as a Consumer, no automatic right of cancellation exists. The Supplier may, at its sole discretion, agree to accept a cancellation received in writing from the Customer within 14 days of delivery. However, a restocking fee of 25% of the purchase price of the Goods will be deducted from the refund to cover the cost of quality checking the returned Goods. Services including carriage and customisation are non-refundable.
- 9.11 If following any return described in these Terms of Sale, any of the Goods are found to have been damaged or altered while with the Customer, no refund for these goods will be issued. The Customer shall have the right to have these damaged Goods returned to them at their expense should they wish.

10. Limitation of Liability

- 10.1 In all cases, save for where legislation prevents it, any remedy available to the Customer for any breach of these Terms of Sale by the Supplier, shall be limited to damages which will in no circumstances exceed the amount paid for the Goods and Services as defined in the Contract.

11. Waiver

- 11.1 No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this Contract shall prejudice its rights to do so in the future.

12. Force Majeure

- 12.1 The Supplier will not be liable for any delay or failure to perform any of its obligations under the Contract if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, natural disaster, storm, strikes, accidents, war, terrorism, fire, failure of any communications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Supplier shall be entitled to a reasonable extension of its obligations under the Contract.

13. Severance

- 13.1 If any term, clause, or provision of these Terms of Sale is held to be invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such term shall be severed and the remainder of the terms, clauses and provisions hereof shall continue in full force and effect, as if these Terms of Sale had been agreed with the invalid, illegal or unenforceable provision removed.

14. Changes to these Terms of Sale

- 14.1 The supplier shall be entitled to change these Terms of Sale at any time. This shall not affect the terms of a Contract already entered into by the Customer at the date said change comes into effect.

15. Governing Law and Jurisdiction

- 15.1 These Terms of Sale shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.