

## 1. Application of these Terms and Conditions

These terms and conditions (the “Conditions”) apply to each order placed by you for the provision of goods from KAISER+KRAFT LTD. (trading as “ kaiserkraft Ireland”) (“we”, “our” or “us”), whether such order is placed by telephone, through our website [www.kaiserkraft.ie](http://www.kaiserkraft.ie) or through any associated websites which are owned and operated by us from time to time.

By placing an order with us, you confirm your acceptance of these Conditions. These Conditions together with any documents, web pages or policies referred to in them, along with your order confirmation (where applicable), will form an agreement between you and us (an “Agreement”).

If you place an order online, we will send the order confirmation to the email address you provided during the order process. If you place an order by telephone, we will ask you for an email address to send you an order confirmation by email. If you do not provide us with an email address then we will dispatch the goods to you without an order confirmation.

If you are purchasing goods from us for your own personal use (i.e. the goods being purchased are wholly or mainly for use outside of your trade, business, craft or profession) then you are contracting with us as a consumer. As a consumer you have certain rights given to you by law and nothing in these Conditions is intended in any way to affect those statutory rights, which will always take precedence over these Conditions. Further details are set out in clauses 6 and 11 of these Conditions. All other customers that are not contracting as a consumer will be contracting with us as a business customer.

## 2. Information About Us

We are part of the UK group of companies owned by TAKKT AG (including BiGDUG Limited, Equip4work Limited and Davenport Paper Company Limited t/a Davpack). We are registered in England and Wales under company number 01178566 with our registered office at Zodiac 5, Boundary Way, Hemel Hempstead. HP2 7SJ

## 3. Service Availability

It is prohibited to access our website from any territories where its contents are illegal or unlawful. If you access our website from a location outside the Republic of Ireland, you do so at your own risk and you are responsible for compliance with local laws.

## 4. Your Status

By placing an order with us, you warrant that you are:

- (a) legally capable of entering into binding contracts; and
- (b) at least 18 years old.

## 5. How each Agreement Is Formed

5.1 Each order from you constitutes an offer to buy the relevant goods that form part of your order in accordance with and subject to these Conditions.

5.2 All orders placed by you are subject to acceptance by us. We will confirm our acceptance to you by sending you an order confirmation email or, in the case of a telephone order where you have not provided an email address, confirming acceptance of your order on the telephone (“Acceptance”).

5.3 Each Agreement between you and us is formed at the point of Acceptance.

5.4 Each Agreement constitutes a commitment on us, subject to any preceding clauses of these Conditions, to provide you with the goods that we have confirmed we will provide to you as part of Acceptance. We will not be obliged to supply any other goods which may have been part of your order unless they are confirmed as part of Acceptance. For these reasons, please ensure that you carefully check any order confirmation that may be sent to you by email and contact us as soon as possible if there are any problems.

5.5 You are responsible for ensuring the accuracy of your order and that the goods you are ordering from us meet your specific requirements. In particular, please ensure that the load capacities of any goods you order from us are appropriate for your intended use.

5.6 We reserve the right to correct any typographical or clerical error or omission on our site, in any sales literature, price list, quotation, Acceptance, specification, invoice or other document or information issued by us, without any liability on our part and without notice.

5.7 Descriptions appearing on our site or contained in catalogues, brochures or in any other publicity material are given in good faith. All weights and dimensions are approximate only and maximum load capacities stated are for evenly distributed loads only. Information on our site may be varied or amended by us at any time without notice. Whilst every endeavour is made to ensure accuracy of representative photographs and images of the goods, errors may occur and design detail may change. For this reason, fabric and material samples are available on request and any advice provided by us shall be provided without liability to you.

5.8 Material finishes and product colours shown on our site are for illustrative purposes only and can vary when viewed on different electronic devices. For this reason, we cannot guarantee that your device will accurately reflect the true colour and finish of the goods. For this reason, fabric and material samples are available on request.

5.9 All goods are supplied on condition that you undertake at all times to take notice of and comply with all instructions, statements and recommendations issued with or relating to the goods and to take all reasonable and prudent precautions as to their use. We shall not be liable to you or to any third party for any loss or damage which arises from fair wear and tear, misuse, defective maintenance, alteration or modification of the goods. Shelving and racking systems should be installed and regularly inspected by a technically competent person in full accordance with the manufacturers assembly guidance.

5.10 All intellectual property rights subsisting in the goods provided to you and any associated literature, designs, data sheets, software, specifications and/or packaging are and shall remain (as between you and us) the sole and exclusive property of ours and/or our third party suppliers from time to time and no licence for you to use such intellectual property shall be implied.

## **6. Cancellation Rights for Consumers**

6.1 If you are contracting as a consumer, you may, subject to clause 6.8, cancel an Agreement (without giving any reason for cancellation) at any time within the period:

(a) beginning upon the submission of your order; and

(b) ending at the end of 30 days after the day on which the goods come into your physical possession or the physical possession of a person identified by you to take possession of them.

6.2 Your right to cancel an Agreement on the basis described in clause 6.1 applies even if the goods are not defective or damaged in any way. For example, you may choose to exercise your right to cancel simply because you changed your mind and no longer want the relevant goods.

6.3 In order to cancel an Agreement on the basis described in clause 6.1, you must inform us of your decision to cancel. You may inform us by means of any clear statement setting out your decision. To

exercise your cancellation rights, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired and, once you have done that, you then have additional time (set out below) in order to return the goods to us.

6.4 For cancellation requests please contact us in writing using one of the methods set out at [www.kaiserkraft.ie/w/contact\\_order/](http://www.kaiserkraft.ie/w/contact_order/). We will advise you of the process by which goods can be returned to us. You must not send the goods back to us or hand them over to us without firstly receiving return instructions from us as we operate multiple dispatch and return locations. You must comply with your obligations referred to in this clause 6.3 without undue delay and in any event not later than 14 days after the day on which you inform us of your decision to cancel an Agreement. You must pay the direct cost of returning the goods to us and we recommend that you use a tracked delivery method.

6.5 If you cancel an Agreement on the basis described in clause 6.1, you will receive a full refund of the amount you paid to us in respect of the order, excluding any additional or special carriage charges paid for the delivery of the goods to you (for example, if you selected a premium delivery service then we would only refund the cost of the standard delivery service). Any costs related to the return of goods when arranged by us will be deducted from your refund or, if you arrange your own return of the goods, you will be responsible for your own delivery costs associated with the return.

6.6 Goods should be returned in their original packaging, unused and suitable for resale. If the value of the goods returned by you is diminished by any amount as a result of the handling of those goods by you beyond what is necessary to establish the nature, characteristics and functioning of the goods, we may recover that amount from you up to the price you paid. We may recover that amount by deducting it from any refund due to you or require you to pay that amount direct to us. Handling which goes beyond the sort of handling that might reasonably be allowed in a store will be "beyond what is necessary to establish the nature, characteristics and functioning of the goods" for these purposes.

6.7 Unless we have offered to collect the goods, we will process a refund due to you as a result of a cancellation on the basis described in clause 6.1 within the period of 14 days after the day on which we receive the returned goods. If we have not sent the goods to you at the time of cancellation or have offered to collect the goods, we will process a refund due to you without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

6.8 You will not have the right to cancel an Agreement on the basis described in clause 6.1 in respect of any goods which are bespoke, made-to-order, personalised, customised or made to your specification ("Restricted Goods"). Business orders for goods with an agreed delivery date or delivery schedule may not be cancelled and will incur pallet storage charges beyond the agreed date, at market rate. Further details in relation to Restricted Goods are set out in clause 12 of these Conditions.

6.9 If you require clarification regarding the nature of the goods which you wish to purchase (for example, if you would like to know whether the goods constitute Restricted Goods) you should contact us using one of the methods set out at [www.kaiserkraft.ie/w/contact\\_order/](http://www.kaiserkraft.ie/w/contact_order/) or call us on 1 800 677 300 before placing your order.

## **7. Availability & Delivery**

7.1 All goods are offered by us are subject to availability and we reserve the right to cancel an Agreement if it subsequently transpires that we have insufficient stock or for any reason we are unable to deliver the goods you have ordered (for example, because of geographical delivery restrictions). If this is the case then we will endeavour to inform you of this as possible and will seek to offer you alternative arrangements where possible.

7.2 Subject to clause 7.1, all goods are available for sale within the Republic of Ireland and, unless agreed by us in writing, we do not deliver outside of the Republic of Ireland.

7.3 Our standard delivery charges will be specified at the time an order is placed and are for delivery to all addresses in the Republic of Ireland, other than certain remote locations including Islands ("Remote or Offshore Locations"). If you request delivery to a Remote or Offshore Location then we will always endeavour to accommodate your request but please note that there may be additional delivery charges that apply. These additional delivery charges are set by our third-party couriers and delivery partners. If you do request delivery to a Remote or Offshore Location when placing your order, we will seek to contact you to agree the delivery arrangements and any additional charges that may be applicable prior to Acceptance. In the event that we are unable to agree the delivery arrangements or the additional charges with you or in the event that the particular goods ordered by you cannot be delivered to a Remote or Offshore Location, we reserve the right to cancel your order and, if payment has been taken, issue a refund to you without any further liability to you.

7.4 Our standard delivery charges are published within the delivery section of our website and are subject to change from time to time.

7.5 We will endeavour to fulfil your order by the estimated delivery date. Please note that any statement or other indication of delivery times appearing in any Acceptance or on our site appears as a guide only.

7.6 In respect of each Agreement, we may deliver the goods to you by separate instalments or using separate couriers where it is more economical or practical for us to do so.

7.7 We will deliver the goods ordered by you to the address you give us for delivery when you place your order. It is your responsibility to ensure that the delivery address is accurate and complete and that you give us any other details that we may need in order to deliver the goods. You must also ensure that there will be somebody available to sign for and take delivery of the goods at the time of delivery. If ordering on behalf of a third party, you are giving us permission to use their delivery details solely for the purposes of fulfilling the order.

7.8 Any attempted delivery which is refused at the delivery address or which, through no fault of our own, cannot be delivered at the delivery address, will be returned. Any subsequent attempt to re-deliver the goods may be chargeable. The amount of the re-delivery charge depends on the carrier used to effect re-delivery.

7.9 In accordance with normal transport practices all goods will be delivered as a kerbside delivery, or delivered to the goods inwards department or reception on the ground floor. Off-loading facilities must be provided by you where the nature of the goods requires these. If further transfer or installation is required, particularly for large and heavy items, this must be requested at the time of ordering and, if we are able to facilitate this request, please note that an additional charge will be levied. Please note that a signed consignment note constitutes delivery and acceptance of the goods. Please check that the number of boxes received corresponds with the delivery note and that there is no obvious external damage to the goods or packaging before signing the consignment note.

7.10 Some types of goods may be delivered on a pallet. Please advise us at the time of ordering if a pallet delivery is unsuitable for you.

7.11 Our drivers are not authorised to carry goods up or down steps or through a building. However, where practical, the driver can wheel the pallet truck (across a smooth surface) to try and get it as close to the delivery address as possible. The driver will not remove the goods from the pallet or take the pallet away.

7.12 Where you are contracting with us as a business customer, notification of non-delivery must be made in writing by you within 7 days of the expected delivery date of your order. Failing this no claims will be entertained by us.

7.13 Due to our policy of continuous product development, we reserve the right to change product specifications without prior notice and without liability to you. We will always endeavour to update our

website and product pages when we do this so please carefully check these prior to placing your order.

7.14 In the event that you are in breach of an Agreement with us, we reserve the right to refuse to supply you with any additional goods, or to suspend the delivery of any goods that are currently pending pursuant to an Agreement, without limiting any other remedy available to us. We may exercise this right until such time as the breach has been remedied, where such breach is remediable.

## **8. Risk & Title**

8.1 The risk of damage to or loss of the goods shall pass to you when the goods are delivered to you.

8.2 Subject to clause 8.3, ownership of the goods will only pass to you when we receive full payment of all sums due in respect of the goods, including any applicable delivery charges.

8.3 If you are contracting as a business customer, ownership of the goods provided pursuant to an Agreement will only pass to you upon:

- (a) our receipt of the sums detailed in clause 8.2 above in respect of that Agreement; and
- (b) receipt of any other sums which are or which become due to us from you (including any sums you owe to us in respect of any other agreements that may exist between you and us).

8.4 Until ownership of the goods has passed to you, if you are contracting as a business customer then you must:

- (a) store the goods on our behalf (at no cost to us) separately from all your other goods and any goods of any third party in such a way that they remain identifiable as our property;
- (b) not destroy, deface or obscure any identifying mark or packaging on or relating to the goods, maintain the goods in satisfactory condition and keep them insured on our behalf for the full price of the goods against all risks to our reasonable satisfaction. On request you shall provide the policy of insurance to us; and
- (c) hold the proceeds of the insurance referred to in sub-clause (c) on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

8.5 If you are contracting as a business customer, your right to possession of the goods shall terminate immediately, if:

- (a) you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or
- (b) you suffer or allow any execution, whether legal or equitable, to be levied on your property or be obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or you cease to trade, or you encumber or in any other way charge the goods.

8.6 If you are contracting as a business customer and if:

(a) you are late in paying for the goods; or

(b) you are late in paying for any other goods supplied to you by us; or

(c) before title to the goods passes to you, you become subject to any of the events listed in clause 8.5(a) or (b), or we reasonably believe that any such event is about to happen and notify you accordingly,

then, without limiting any other right or remedy we may have, we may at any time require you to deliver up the goods and, if you fail to do so promptly, you hereby consent to us (during normal business hours and with or without vehicles) entering any premises of yours or of any third party where the goods are stored or kept in order to recover and seek possession of them. You shall not keep the goods at any premises in respect of which you do not have the right to grant access to us in accordance with these Conditions.

## **9. Price & Payment**

9.1 Subject to clause 9.4, the price of the goods will be as quoted by us or as published on our site from time to time.

9.2 All prices are subject to changes in Republic of Ireland VAT from time to time. We will indicate to you whether any prices provided to you are inclusive or exclusive of VAT.

9.3 All prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Acceptance.

9.4 It is always possible that, despite our best efforts, some of the goods listed on our site may be incorrectly priced, for example, because of human error. We will normally verify prices prior to Acceptance. If the correct price of the goods is higher than the price stated on our site, we will normally, at our discretion, contact you for instructions before dispatching the goods to you, reject your order or, in the event that the pricing error only becomes apparent after Acceptance, cancel your Agreement and issue you with a full refund of the amounts paid by you. We will notify you of such rejection as soon as possible. Notwithstanding any other term of these Conditions, we are under no obligation to provide you with any goods that have been incorrectly priced and, in such circumstances, our liability to you is limited to providing a full refund of any payments that you have made to us in respect of the relevant goods.

9.5 Our preferred method of payment is by credit/debit card or by bank transfer payment (the relevant payment account details are set out on our website or upon request from us). Unless you hold a credit account with us, full payment must be made at the time of submitting your order and prior to Acceptance. You can enter your payment details at checkout or call us on 1 800 677 300 to place your order.

9.6 Payment is required prior to dispatch unless you are a business customer and we have agreed to open a credit account for you. All credit accounts and goods provided on credit are provided at our sole discretion and subject to ongoing approval and any separate terms and conditions that may apply from time to time. We reserve the right to refuse or withdraw any credit, even to existing credit account customers, at any time.

9.7 Our payment terms for credit accounts are 30 days after the end of month in which we send our invoice to you. All payments must be made in pounds sterling (EUR). If you are in default, we reserve the right to charge interest on overdue accounts at a rate of 8% above Bank of England base lending rate for each month or part thereof that you remain in default. We reserve the right to withhold dispatch of any goods ordered by you if your account is in arrears.

9.8 We reserve the right to carry out a credit reference search on you and any personal guarantors before opening the account. We may update this search at any time.



9.9 You agree that all information you supply in your credit account application, is true, complete and not misleading.

9.10 When we open your credit account we will inform you of your credit limit and we reserve the right to adjust this limit at any time for any reason and to withdraw a credit account at any time, for any reason.

## **10. Damages, Shortages & Returns – Business Customers**

10.1 If you are contracting with us as a business customer, you have 3 days following your receipt of the goods to report any damage to, defect in, incorrect delivery or shortage of the goods by contacting us by telephone on 1 800 677 300 or by emailing [sales@kaiserkraft.ie](mailto:sales@kaiserkraft.ie) . We will require full details of the relevant issue and, in relation to damage or defective goods, may require images to verify your claim. Please do not dispose of any damaged or defective goods (or the packaging in which the damaged or defective goods arrived in) unless we tell you otherwise. The goods must remain in the original packaging and if requested by us be promptly returned. Once we have verified the damage, defect or shortage of the goods, we shall issue a replacement or a refund (including postage) to you via your original payment method. You have an obligation to take reasonable care of the goods whilst they are in your possession. We may refuse to replace or refund any goods returned to us if we consider that you have failed to take reasonable care of the goods or if any damage has been caused after the point of delivery.

10.2 If you are contracting with us as a business customer, then any unwanted goods or goods ordered in error may be accepted for return only with our express permission (a "Voluntary Return"). Please also note that a minimum restocking charge of 30% of the sale price of the goods will apply. Please contact us to raise a return request by calling us on 1 800 677 300 or by emailing [sales@kaiserkraft.ie](mailto:sales@kaiserkraft.ie) .

10.3 Where you are contracting with us as a business and we agree a Voluntary Return, the goods agreed for return must be returned in their original packaging, unused, unassembled and suitable for resale. No credit or refund shall be given for goods received damaged and you shall be, unless otherwise agreed by us, responsible for the cost of return and restocking as outlined in paragraph 10.2 above. Any goods returned shall also remain at your risk until receipt of the goods by us and the onus of proving delivery shall remain with you.

10.4 Where you are contracting with us as a business and we agree a Voluntary Return, if the value of the goods returned by you has diminished by any amount as a result of the handling of those goods by you, we may recover that amount from you up to the price you paid for those goods. We may recover that amount by deducting it from any refund or credit due to you or require you to pay that amount direct to us.

## **11. Damages, Shortages & Returns – Consumer Customers**

11.1 If you are contracting with us as a consumer, clauses 11.2-11.3 summarise your key legal rights in relation to the goods, which are subject to certain exceptions. If you are contracting with us as a consumer then we ask that you report any issues that are apparent to you within three working days of delivery, though this does not affect your statutory rights in any way.

11.2 If you are contracting with us as a consumer, the Consumer Rights Act 2015 says the goods we supply to you must be as described, fit for purpose and of satisfactory quality. During the expected life of the goods, you are entitled to the following:

(a) up to 30 days: if the goods are damaged or defective, then you can get a full refund;

(b) up to six months: if the damaged or defective goods cannot be repaired or replaced, then you are entitled to a refund of up to the full amount, in most cases;

(c) up to six years (or five years if you are in Scotland): in the event that the goods can be expected to last up to six years (or five years if you are in Scotland) then you may be entitled to a repair or replacement, or, if the goods cannot be repaired or replaced, you may be entitled to some of your money back.

11.3 If you are contracting with us as a consumer and wish to exercise your legal rights as summarised in this clause 11, you must return the goods to us or allow us to collect the goods from you and we will pay the reasonable costs of return or collection.

11.4 If you are contracting with us as a consumer then your rights as summarised in clauses 11.2-11.3 are in addition to your rights to return the goods in accordance with clause 6.1.

## **12. Restricted Goods**

12.1 This clause 12 applies regardless of whether you are contracting with us as a business customer or as a consumer.

12.2 Because of their nature, Restricted Goods cannot be re-sold by us and, even if you are contracting with us as a consumer, our usual refund policy and any statutory rights that you may have do not apply to Restricted Goods, which cannot be returned or exchanged unless faulty. As such, once you submit an order for any Restricted Goods, you do not have the right to cancel your order. If you would like to cancel an order of Restricted Goods for any reason, we will try to accommodate your request but this can only usually be accommodated if requested by you within 24 hours of the order being placed and, in all circumstances, it is at our sole discretion. If your request is accepted by us, cancellation charges may apply to cover any costs incurred up to the point of cancellation and to compensate us for our wasted costs given that it is unlikely that we would be able to resell any Restricted Goods to another customer.

12.3 Any refused deliveries for Restricted Goods will not result in a credit to your credit account or a refund to your original payment method, except where you have refused delivery because of obvious damage that has occurred in transit. Please let us know as soon as possible if you do refuse a delivery of Restricted Goods on this basis.

## **13. Guarantees and Warranties**

13.1 If you are contracting with us as a business customer, all warranties, representations, terms, conditions and duties implied by law relating to fitness, quality or adequacy are hereby excluded to the fullest extent permitted by law.

13.2 Where you are not satisfied with the quality of the goods provided to you then we may, at our sole discretion, agree to repair, replace or refund you the price of the goods (or parts) agreed by us as being defective, and which have been returned to us, carriage paid by you, within a 3 years from the date of delivery to you. Any goods subject to excessive wear and tear, misuse, defective maintenance, alteration or modification will not be considered for repair, replacement or refund pursuant to this clause 13.2.

13.3 Any specific warranties (for example, manufacturer's warranties) applicable to certain goods will be displayed on the relevant product pages of our website from time to time. To the extent possible, we will assign to you all rights conferred on us by any manufacturers and will provide you with full details of any manufacturers' warranties or guarantees that may apply to any goods that we have provided to you.

13.4 Nothing in this clause 13 is intended to affect or otherwise restrict your statutory rights which apply in addition to any contractual rights that you may have against us or any third parties in relation to the goods provided to you or any discretionary or voluntary remedies that we may agree to provide to you.



## 14. Our Liability

14.1 Subject to clause 14.2:

(a) we shall have no liability to you (whether such liability arises under statute or in contract, tort, negligence or otherwise howsoever) for any:

(i) indirect or consequential losses;

(ii) loss of profits and/or damage to goodwill;

(iii) economic and/or other similar losses;

(iv) special damages;

(v) business interruption, loss of business, contracts and/or opportunity; and/or

(vi) inconvenience, delay or loss of production; and

(b) our total aggregate liability to you under or in connection with each Agreement (whether such liability arises under statute or in contract, tort, negligence or otherwise howsoever), for any loss or damage of whatsoever nature and howsoever caused, shall be limited to the price of the goods purchased from us under the relevant Agreement.

14.2 Nothing in these Conditions shall exclude or limit in any way our liability:

(a) for death or personal injury caused by our negligence;

(b) under section 2(3) of the Consumer Protection Act 1987;

(c) for fraud or fraudulent misrepresentation; or

(d) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

14.3 Where you are contracting with us as a business customer, you shall indemnify us for any costs, expenses and liabilities (including reasonable legal fees) incurred by us or any of our group companies as a result of any breach of these Conditions by you, or the infringement by you, or anybody else using your account, of any intellectual property or other rights of any third party.

## 15. Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This clause 15 does not affect your statutory rights.

## 16. Notices

All notices to us shall be in writing and shall be made either via email or post to the addresses in the imprint section of our site. We may broadcast notices or messages through our site or contact you by email and notification by either of these methods shall constitute notice to you.

We use the data that you provide to us to facilitate trading between us and deliver the goods you have ordered to you. Your data will never be passed on or sold to third parties beyond the UK Companies of TAKKT AG except where it is required by applicable law or essential to ensure we carry out or contractual commitments to you (e.g. delivery company). You authorise us to use the data which you have provided us for these purposes and we will comply with all applicable laws in the way that we use your data. For more information on how we use your data, please see our Privacy & Cookie Policy [here](#).

## **17. Transfer of Rights & Obligations**

17.1 Each Agreement between you and us is binding on you and us and on our respective successors and assigns.

17.2 You shall not assign or delegate all or any of your rights or obligations under an Agreement without our prior written consent, such consent not to be unreasonably withheld.

17.3 We reserve the right to assign, subcontract or transfer all or any of our rights and obligations under an Agreement to any person, firm or company without notice to you.

## **18. Events Outside Our Control**

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to you that is caused by events outside of our reasonable control, including but not limited to any:

(a) strikes, lock-outs or other industrial action;

(b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

(c) fire, explosion, storm, flood, earthquake, weather conditions, subsidence, pandemic/epidemic or other natural disaster;

(d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport by us or our third party suppliers (e.g. our delivery partners);

(e) supply chain disruptions and disruptions at the Republic of Ireland border;

(f) impossibility of the use of public or private telecommunications networks; or

(g) the acts, decrees, legislation, regulations or restrictions of any government,

(each a "Force Majeure Event").

18.2 Our performance of any obligation owed to you is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under may be performed despite the Force Majeure Event.

## **19. Waiver**

19.1 If we fail to insist upon strict performance of any of your obligations under these Conditions or if we fail to exercise any of the rights or remedies to which we are entitled under these Conditions, this

shall not constitute a waiver of our rights or remedies and shall not relieve you from compliance with your obligations.

19.2 No waiver by us of any of these Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 16 above. A waiver by us of any default shall not constitute a waiver of any subsequent default.

## **20. Severability**

If any of these Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **21. Entire Agreement**

21.1 Each Agreement will form the entire agreement between you and us in relation to its subject matter and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

21.2 We each acknowledge that neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us except as expressly stated in an Agreement.

## **22. Our Right to Vary These Conditions**

22.1 We have the right to revise and amend these Conditions from time to time.

22.2 You will be subject to the Conditions in force at the time that you order goods from us, unless any retrospective change to these Conditions is required to be made by applicable law or governmental authority (in which case it will apply to the orders previously placed by you) or if we notify you of a change to these Conditions prior to Acceptance.

## **23. Governing Law & Jurisdiction**

23.1 Each Agreement and any non-contractual obligations arising out of or in connection with the same shall be governed by and construed in accordance with the laws of England and Wales and, except as set out in clause 23.2, you and us hereby submit to the exclusive jurisdiction of the courts of England and Wales in respect of the same.

23.2 Where you are contracting with us as a consumer and you don't reside in England or Wales then you are entitled to bring any dispute or claim against us in your local courts (for example, if you are resident in Scotland or Northern Ireland then you may bring a claim in the jurisdiction that you reside).