

GENERAL TERMS AND CONDITIONS

These general Terms and Conditions set out the basis on which we may sell goods to you.
Please read these Terms carefully.

We draw your attention to your cancellation rights in article 9 and the limits of our liability in article 12.

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1.Area of Application and Supplier

(1) These General Terms and Conditions (hereinafter referred to as Terms) apply to all orders placed by consumers via the online shop www.kaiserkraft.co.uk of

KAISER+KRAFT LTD.

Andrew Mills, Roy Meter

Zodiac 5

Boundary Way

Hemel Hempstead. HP2 7SJ

UK company number:

0117856

VAT number: GB198538504

Telephone: 01442 902526

Telefax: 01442 255 002

E-Mail: sales@kaiserkraft.co.uk

(hereinafter referred to as KAISER+KRAFT).

A consumer is defined as any natural person who is acting on purposes which are outside his trade, business, craft or profession.

(2) KAISER+KRAFT is a certified online shop and has committed itself to the Trusted Shops code of conduct, which can be viewed at www.trustedshops.co.uk.

(3) The goods in the online shop are offered exclusively to customers aged 18 and over.

(4) The exclusive contract language is English.

(5) You can access and print out the General Terms and Conditions of Business in the currently applicable version on the website www.kaiserkraft.co.uk/conditions.

(6) KAISER+KRAFT shall not keep the contract in their records and shall not make it available.

2. Conclusion of contract, right to reject an order

- (1) The products are presented in the online shop to enable you to make an offer to buy. By clicking the button "order and pay" you are making a binding offer to buy. Our products are sold exclusively for private use.
- (2) Receipt of your order is confirmed by automatic email immediately after you place the order; this does not yet constitute an acceptance of the contract. We can accept your order by sending you a separate order confirmation by email or by shipping the goods within one week.
- (3) If there was a clear error in the price displayed in the online shop we reserve the right not to accept your order and/or to cancel the contract by written notice to you.

3. Registration as customer

- (1) You have the opportunity to register free of charge as a customer of our online shop. When you register, a permanent customer account is set up. You can then place future orders using this customer account without having to provide your details every time. You do not have to register in order to place an order, nor do you have the legal right to register.
- (2) To register as a customer and set up a customer account you need to provide a current, valid email address and a password. Your email address will be used as your user name. To log in you will need to enter this together with your password. We will also use this email address for correspondence with you. Please refer to our Privacy Statement for information about the collection and processing of personal data. You can find the current Privacy Statement here: www.kaiserkraft.co.uk/data_security_d
- (3) You must handle your log-in details carefully. You are prohibited without exception from passing your log-in details on to third parties and/or allowing third parties to access your customer account by by-passing the log-in details. If you have reason to suspect improper use of your customer account by third persons you must notify us immediately.
- (4) You are responsible for updating your personal details if there is any change to them. You can make any changes online after logging in to your customer account.
- (5) You can ask us to delete your registration at any time by letting us know. Deletion will permanently remove your customer account and all personal details directly linked with your customer account, unless they need to be stored for legal reasons or the details are still needed to complete existing orders.
- (6) We may stop offering registration for a customer account via our online shop at any time. In this event you will be notified immediately. Your customer account with all its associated data will be permanently deleted.

4.Prices

The prices stated on the product pages are total prices inclusive of statutory VAT.

5. Shipping costs

We deliver within the UK mainland and Northern Ireland free of shipping costs. If further transfer or installation is required, particularly for large and heavy items, this must be requested at the time of ordering and an additional charge will be levied.

6. Conditions of delivery and non-delivery due to nondelivery to us by suppliers

- (1) Delivery is made only within UK.
- (2) Except as otherwise agreed, goods are delivered from our warehouse to the address you have given.
- (3) If we do not have all the products you have ordered in stock, we may make partial deliveries where this is reasonable for you. Any deadline periods as delivery or withdrawal periods will not start to run until the final partial delivery has been made.
- (4) The delivery period is 5 – 7 days after the conclusion of contract unless stated otherwise in the product details.
- (5) If the goods cannot be delivered after three attempts due to your fault, we may withdraw from the contract after we have notified you about this step. Any payments you may have made will then be reimbursed to you without undue delay.
- (6) We may withdraw from the contract if the product you have ordered is not available because through no fault of ours we are not being supplied with the product in question by our suppliers. In this event we will notify you without undue delay and if appropriate suggest delivery of a comparable product. If no comparable product is available or if you do not wish to have a comparable product delivered, we will reimburse to you any payments you have already made without undue delay.

7. Conditions of payment

- (1) You may choose to make payment by bank transfer credit card or via PayPal.

(2) If you choose to pay by bank transfer, we will provide you with our bank account details in the order confirmation. The invoice amount must be transferred to our account within ten days of ordering the product. If you pay by credit card, your account will be debited when the goods are shipped. Until then the relevant sum will merely be reserved on your credit card. If you pay via PayPal, your account will be debited when the goods are shipped.

8. Retention of ownership

The goods remain our property until payment has been made in full.

9. Right of Withdrawal

(1) Consumers have a right to withdraw from this contract within 30 days.

Right of Withdrawal

You have the right to withdraw from this contract within 30 days without giving any reason.

The withdrawal period will expire after 30 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us

KAISER+KRAFT LTD.

Zodiac 5

Boundary Way

Hemel Hempstead. HP2 7SJ

Telephone: 01442 902526

Fax: 01442 255 002

Email: sales@kaiserkraft.co.uk

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods to Kaiser + Kraft Ltd C/o Rhys Davies Freight Logistics, 1 Old Parkbury Lane, Colney Street, St Albans, Hertfordshire AL2 2EB or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Model Withdrawal form

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

To

KAISER+KRAFT LTD.

Zodiac 5

Boundary Way

Hemel Hempstead

Hertfordshire

HP2 7SJ

Fax: 01442 255 002

E-Mail: sales@kaiserkraft.co.uk

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*):

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s).

Signature of customer(s) (only if notified on paper)

Date

(*) Delete as appropriate.

End of instructions on withdrawal

(2) You have no right to withdraw the order if the goods to be delivered are not prefabricated and if they have been made in line with your individual options or wishes or if they have clearly been tailored to your requirements, or if the goods to be delivered are liable to deteriorate or expire rapidly.

(3) Please avoid damaging and dirtying the goods. Please return them to us as far as possible in the original packaging with all accessories and all packaging elements. If necessary, please use protective outer packaging. If you no longer have the original packaging, please make sure that you pack the goods properly to provide sufficient protection against damage in transit to avoid claims for compensation due to damage resulting from defective packaging.

(4) Before returning goods please call us on 01442 902526 to let us know they are on the way. This will enable us to identify and allocate the products as quickly as possible.

(5) Please note that the valid exercise of your right of withdrawal does not depend on compliance with the arrangements mentioned in paragraphs 9.3 and 9.4.

10. Transit damage

(1) If goods are delivered with obvious transit damage please contact us about such defects immediately to the delivery agent and contact us as quickly as possible (01442 902526).

(2) If you fail to contact us this will have no consequences for your statutory warranty rights, but if you do so you will be helping us to assert our own claims against the shipper or the transport insurance company.

11. Warranty

(1) The items offered in our shop are subject to statutory warranty rights.

12. Liability

(1) These General Terms and Conditions apply to all orders placed by consumers and to the extent not prohibited by law, we accept no liability for any:

- loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into a contract);

- loss which arises when we are not at fault or in breach of the General Terms and Conditions;
- business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses) and
- minor differences in colour and other variations in Products which occur due to different image acquisition, display technologies and other technical reasons.

(2) Where you act as a consumer you may have certain legal rights regarding claims in respect of losses caused by our negligence or failure to carry out our obligations. Nothing in the General Terms and Conditions is intended to limit your legal rights as a consumer. For further information about your legal rights you can contact your local authority Trading Standards Department or Citizens Advice Bureau.

(3) Nothing in the General Terms and Conditions limits or excludes our liability for fraud or fraudulent misrepresentation, death or personal injury caused by our negligence or for any other liability which cannot be limited or excluded by law.

13. Amendment of the General Terms and Conditions

(1) These General Terms and Conditions may be amended by us at any time. Your orders will be subject to the General Terms and Conditions as currently valid at the time of ordering; we will draw your attention to them again specifically as part of the order process.

(2) Amendments and supplements to these General Terms and which affect the existing accounts of registered customers, in particular amendments to paragraph 3 hereof, will only be made as required due to legal or functional changes to our online shop, such as technical modifications or changes to the log-in process or to the management of the customer account.

(3) You will be notified by email of any amendments or supplements in accordance with subparagraph 2 at least four weeks before they take effect. Notification of the amendments or supplements being made will suffice; we will not need to send you the amended or supplemented conditions or the new version of the Terms and Conditions as a whole. Our notification will include a link where you will be able to view the full new version of the Terms and Conditions.

(4) If you do not object to the amendment or supplement pursuant to sub-paragraph 2 within 14 days of the announcement of the amendment or supplement you will be deemed to have agreed to the amendment or supplement; we will draw your attention to this specifically in our notification.

14. Final Provisions

- (1) If any provision of these General Terms and Conditions is ineffective, the remainder of the contract will still be valid. The relevant statutory provisions will apply in place of any ineffective provision.
- (2) If you have any complaints or concerns with respect to your order or these General Terms and Conditions please contact us using the details listed at Article 1 of these General Terms and Conditions
- (3) We always try to overcome disagreements with our customers by mutual agreement. Beyond that we are not obliged to take part in a dispute resolution process by a consumer arbitration body and will not offer you the participation in such a procedure.
- (4) The European Commission has set up a dispute resolution platform to collect any complaints from consumers following an online purchase and then forward them to the relevant national mediators. This platform can be accessed at the following URL address: ec.europa.eu/consumers/odr/