

## Sales Contract & Business Terms

### TERMS & CONDITIONS OF SALE, INSTALLATION & CALL OUT FEES

1. DEFINITIONS "Buyer" means the party to whom the Company agrees to supply the Goods. "The Company" means Gates of Malvern LIMITED. "Conditions" means these terms and conditions of sale. "Goods" means all goods to be supplied by the Company to the Buyer.
2. CONDITIONS APPLICABLE
  - 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Company to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
  - 2.2 No quotation, advertisement or issue of a catalogue by the Company shall constitute an offer. A contract shall be created only when the Company, through a duly authorized representative, has accepted either in writing or orally an offer from the Buyer to purchase Goods; such acceptance shall thereupon create an individual and legally binding contract to be governed by these Conditions.
  - 2.3 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions. For the avoidance of doubt, any order form or quotation sent by any Buyer to the Company and accepted by the Company shall not constitute an acceptance of any Conditions contained in that order form or quotation but shall constitute an individual and legally binding contract between the Company and the Buyer subject to these Conditions only.
  - 2.4 Acceptance of delivery or the giving by the Buyer of any delivery instructions for the Goods or any other conduct of the Buyer in confirmation of the transaction shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
  - 2.5 These Conditions shall apply to each individual and legally binding contract entered into between the Company and any Buyer for successive deliveries of Goods. Where any Buyer places an order for successive deliveries of Goods, which is accepted by the Company, each delivery of Goods shall be treated as an individual and legally binding contract and disputes arising out of or in connection with one delivery shall not affect the balance of deliveries to be made in execution of the order from the Buyer.
  - 2.6 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be ineffective unless mutually agreed in writing by an authorized representative of the Company and the Buyer. In the event of any such material variation, the Buyer has the right to terminate the contract by written notice, without penalty, before any variation becomes effective, provided that all outstanding payments due to the Company are made.
3. ALTERATION
  - 3.1 The Company reserves the right to alter these Conditions from time to time by giving written notice of such alteration to the Buyer. In the event of any such material variation, the Buyer has the right to terminate the contract by written notice, without penalty, before any variation becomes effective, provided that all outstanding payments due to the Company are made.
  - 3.2 The Company reserves the right to make improvements or non-material modifications to any part of the Goods resulting from any variation in the specifications or technical data. The Company will not be liable in respect of any loss or damage caused by or resulting from any such improvements or nonmaterial modifications. The Company will take all reasonable steps to advise the Buyer of any such impending variation.
4. QUOTATIONS
  - 4.1 Quotations by the Company in respect of Goods to be supplied to the Buyer's order are issued by the Company on the basis that the terms quoted, will in the normal course of business remain open for the placing of orders for 30 days from the date of the quotation. On the expiry of the 30-day period, the Company reserves the right to vary or cancel any quotation without notice.
  - 4.2 Without prejudice to Clause
    - 4.1, at the discretion of the Company, a quotation may be withdrawn at any time, on immediate notice to the Buyer.
    - 4.3 Quotations for Goods offered ex-stock are valid only for immediate acceptance and are otherwise subject to prior sale and any change in the Company's prices.
5. PRICE
  - 5.1 Prices given by the Company in any catalogues, price lists or other advertising literature or material are intended only as a guide, are not binding on the Company, and may vary. In the case of goods sold outside the United Kingdom, all prices quoted are exclusive of import duties and any local taxes and/or applicable duties which shall be payable by the Buyer.
  - 5.2 Goods are sold at the price at the date of order.
  - 5.3 All quoted prices are based on the cost to the Company of supplying the Goods to a Buyer based in the United Kingdom.
  - 5.4 Call out charges. Should the buyer or new client request an engineer to attend site the following costs will be made IN ALL CASES (Except warranty repairs- subject to warranty terms)

Call out charges - These charges apply in all cases. If the repair cannot be completed in one visit, additional charges will be made. All parts used will be supplied to the buyer at the Companies normal sale price.

Call out charges – £75 call out to cover up to 40 miles travel in each direction and the first 30 minutes on site. Additional mileage is charged at 45p/mile. Additional time on site is charged at £50/hour (calculated to nearest 15 mins).

We offer 20% discount for fast payment by cash only. This should be paid directly to the engineer. Distance is calculated using mapping software. These charges apply in all cases. If the repair cannot be completed in one visit, additional charges will be made. All parts used will be supplied to the buyer at the Companies normal sale price.

6. RESCHEDULING AND CANCELLATIONS 6.1 The Buyer may request changes to the date or place of dispatch of all or part of an order no later than 48 hours prior to dispatch of the Goods. In this event, unless the circumstances fall under the terms of Clause 8.3, the Buyer will be liable to pay a reasonable rescheduling charge to be determined by the Company to cover the Company's expenses incurred as a result of such rescheduling.

6.2 Cancellation of orders in whole or in part cannot be accepted without the Company's consent in writing and will only be accepted on the basis that the Buyer indemnifies the Company in respect of all losses, costs or expenses incurred by the Company up to the date upon which the Company accepts the Buyer's notice of cancellation.

6.3 Deposits and payments made by the buyer to the Company in respect of 'bespoke purpose made' products are NON REFUNDABLE.

7. PAYMENT 7.1 Supply Only Goods: Payment with order either by Debit/credit card, bank transfer, cash or cleared cheque only. No credit is given on supply only goods.

7.2 Callouts: By credit/debit card only before departure. The cardholder agrees to pay charges as indicated in clause 5.4 upon completion of work. Client will always be advised of costs before any work is undertaken. This payment is taken automatically.

7.3 Supply & installation work: All parts to be paid with order as per clause 7.1. For non account holders, final payment will be taken automatically by debit/credit card 14 days after completion, unless already paid.

7.4 Unless otherwise agreed in writing, the Buyer must pay the full purchase price of each installment of the Goods delivered to him as though each installment was delivered under a separate contract at the end of the month following the month of delivery. If the purchase price has not been paid in full by this date, the Buyer will be liable to pay the full purchase price together with daily interest on the amount remaining outstanding at the rate of 4 per cent per annum above the base-lending rate for the time being of Barclays Bank Plc from the date payment becomes due until the Company receives payment in full, and the Company may at its option (a) suspend or cancel further deliveries under any contract with the Buyer, and/or (b) resell the Goods.

7.5 If delivery of any Goods is delayed at the request of the Buyer in accordance with Clause 7.1 above, the Company shall give notice to the Buyer when the Goods are available for delivery and the Buyer shall pay for such Goods at the end of the month following the month in which they receive the Goods and the risk in such Goods shall pass to the Buyer on the date of giving such notice by the Company.

7.6 The Buyer shall pay the Company's storage costs for such goods.

8. DELIVERY 8.1 The Company shall deliver the Goods to the Buyer at such place (in the United Kingdom) as may be agreed in writing between the parties. Unless otherwise agreed, all costs and expenses of delivery from the Company to the Buyer are included in the contract price in accordance with the Company's standard delivery charges as applying at the time of delivery. The Company reserves the right to make an additional charge to cover any increase in transport costs occurring before the date of delivery.

8.2 Delivery commitments are entered into in good faith but any time quoted for delivery or dispatch is an estimate only and shall not be deemed to be a term of the contract.

8.3 The Company shall not be liable for any loss or damage of any kind whatsoever arising directly or indirectly out of any delay or failure to deliver the goods by the estimated delivery date or time, unless the Company and the Buyer agree separately in writing that the Goods must be delivered by a certain date. The Company will take all reasonable steps to advise of any impending material delay in delivery.

8.4 Delivery of the Goods to the Buyer shall be affected, at the option of the Buyer, by one or other of the following methods:-

8.4.1 the Company shall deliver the Goods to the Buyer at the Buyer's address. In such event the risk of loss, damage or destruction of the Goods shall pass to the Buyer at the time of delivery to the Buyer or, if the Buyer wrongfully fails to take delivery of the Goods, the time the

Company has tendered delivery of the Goods, and the Company shall insure the Goods until such delivery; or

8.4.2 the Company shall deliver the Goods to the Buyer at the Company's premises. In such event, the risk of loss, damage or destruction of the Goods shall pass to the Buyer at the point

the Goods leave the Company's premises, the Buyer shall arrange collection of the Goods either by itself or by an independent carrier, and the Buyer shall insure the Goods from the point the Goods leave the Company's premises.

8.5 The Buyer shall accept delivery of the Goods within a period of five days of being notified by the Company that the Goods are available for delivery. If the Buyer shall fail to accept delivery as aforesaid the Company shall be entitled:- 8.5.1 to charge interest to the Buyer at the rate of 4% per annum above the base rate for the time being of Santander Bank (such interest being calculated daily and charged monthly by the Company and payable by the Buyer on demand by the Company) on all sums due to the Company in terms of the contract and for the time being unpaid in respect of the period from the expiration of the said period of five days until delivery of the Goods is accepted by the Buyer; and 8.5.2 to charge the Buyer storage and all other relevant costs.

8.6 The Company reserves the right to dispatch and invoice any part of an order when available.

8.6 Planning Permission. The Company can offer no advice regarding planning consent for electric gates & associated works. It is the responsibility of the client to obtain the necessary permissions before work commences.

9. PART DELIVERY Each delivery shall be considered as a separate contract and any failure in performance on the part of the Company in respect of any delivery shall not vitiate the contract as to other deliveries, and no defect or default in any part delivery shall entitle the Buyer to treat the contract repudiated for the balance of the Goods remaining to be delivered under it.

10. NON-DELIVERY OR DAMAGE TO GOODS IN TRANSIT 10.1 Any claim by the Buyer for loss or damage apparent on inspection or for non-delivery must be made by the Buyer within 48 hours of the earlier of delivery or receipt of the Company's invoice and confirmed in writing. In the case of damage, the said notice must contain full particulars of the alleged damage.

10.2 No claim for damage in transit or 'short' delivery will be considered by the Company unless the signature of the Buyer on the delivery note (if any) is appropriately qualified.

10.3 On being so notified, the Company shall have the right to inspect and test the Goods provided that the Company does so within 14 Business days from receipt of the Buyer's notice. In the event that any Goods or any part thereof are found to be (and agreed by the Company to be) materially defective the Company will at its option refund the price paid or replace, by delivery to the Buyer's address, the whole or such part of the Goods supplied as the Company shall in its sole discretion deem reasonable in order to repair the defect, provided that the Company is notified in writing within three days of discovery of any such defects.

10.4 There shall be no liability on the Company in terms of this Clause 10 for any defects which in the opinion of the Company, occur as a result of:-

10.4.1 misuse of the Goods or negligence on the part of any person other than the Company;

10.4.2 loss or theft of the Goods or any part of them;

10.4.3 damage from any cause other than negligence by the Company or the Company's personnel;

10.4.4 unauthorized modification, alterations or repair of any of the Goods; or

10.4.5 fair wear and tear.

10.5 In the event that the Company chooses to replace the Goods in question, the Buyer shall permit the Company to retake possession of the Goods originally delivered and the Company shall deliver the replacement Goods within a reasonable time. The replacement Goods shall be accepted by the Buyer in substitution for the Goods replaced.

10.6 The total liability of the Company in respect of all breaches of contract in relation to the Goods shall not exceed the difference between the value of the Goods in question at the time of delivery and their value as set out in the invoice.

10.7 Where the Goods are for delivery by installments, any defect in any installment shall not be a ground for cancellation of the remainder of the installments and the Buyer shall be bound to accept delivery thereof.

11. PACKAGING Unless agreed otherwise in writing by the Company and the Buyer, all Goods will be packaged in accordance with the Company's standard practice. 12. RISK 12.1 The risk of loss, damage or destruction of the Goods shall pass to the Buyer when either the Goods are collected from the Company's premises or the Goods have been delivered to the Buyer.

12.2 If the Company shall affect insurance over the Goods during transit (whether contractually bound to do so or not) such insurance will cease to become the responsibility of the Company when either the Goods are collected from the Company's premises or the Goods have been delivered to the Buyer.

13. TITLE 13.1 The risk in the goods shall pass from the Company to the Buyer upon delivery of such goods to the Buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full for all goods delivered or installed to the buyer under this and all other contracts between the Company and the Buyer for which payment of the full price of the goods thereunder has not been paid.

Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Company and the Buyer under which the goods were delivered.

13.2 Until the transfer or passing of property in the Goods under Clause 13.1 above:

13.2.1 the Buyer shall keep the Goods on its own premises in safe custody, separate from any goods which are the property of the Buyer or any third party, properly stored, protected and insured and in such a way that they are readily identifiable as belonging to the Company;

13.2.2 the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored or installed with such transport as may be necessary and repossess the Goods. In such circumstances the Buyer hereby waives any right to claim from the Company damages caused to the Buyer's premises, business reputation, profits or business whatsoever as a result of such entry. The exercise of such a right shall be without prejudice to any other rights the Company may have.

13.2.3 the Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness, any of the Goods, but if the Buyer does so all monies owing by the Buyer to the Company shall forthwith become due and payable.

13.3 The Buyer is hereby appointed as the Company's agent until such time as payment is received in full for the Goods and the Company grants authority to the Buyer to sell or use the Goods in the ordinary course of business. The Company reserves the right at any time to terminate the Buyer's power of sale or use hereby conferred at its discretion and, without prejudice to the generality of the foregoing, where the Buyer is in default for longer than seven days in the payment of any sum whatsoever due to the Company for whatever reason or if the Company have any reason to doubt the solvency of the Buyer.

13.4 Any power of sale or use which the Buyer may have over Goods which are the property of the Company shall automatically cease:-

13.4.1 if the Buyer (being an individual or firm) shall become apparently insolvent or commit any act of bankruptcy; or

13.4.2 if the Buyer (being a company) has a receiver or administrator appointed over the whole or any part of its property or undertaking or a petition is presented or a resolution proposed for its winding-up; or

13.4.3 if the Buyer ceases or threatens to cease to carry on business; or

13.4.4 if an administration order in relation to the Buyer is applied for under the provisions of Part II of the Insolvency Act 1986; or

13.4.5 if the Buyer is deemed unable to pay its debts within the provisions of Section 123 of the Insolvency Act 1986; or

13.4.6 if the Buyer enters into any composition or arrangement for the benefit of its creditors;

13.4.7 if the Buyer defaults in making payment in accordance with the terms hereof under any contract or any payment is not received by the Company when due; or 13.4.8 if any event occurs in relation to the Buyer which in any jurisdiction to which the Buyer is subject is analogous to any of the events set out in sub-clauses 13.4.1 to 13.4.7 above.

14. WARRANTY 14.1 The Company warrants that it has full and valid title to and possession of the Goods.

14.2 Any warranties contained herein or implied by law apply to the original Buyer of the Goods only and are not transferable.

14.3 Any warranty specified in a quotation as a 'manufacturers, warranty is with the specified supplier. The manufacturer's terms apply. This warranty is not with Gates of Malvern LIMITED..

For extended parts warranty the manufacturer may request proof of the following:

Domestic gates- proof of service once per 12 months. Commercial or multiple occupancy – proof of service once every six months.

15. ECONOMIC LOSS The Company shall not be liable, whether in contract or in tort or otherwise, and irrespective of cause for:

15.1 any loss of profit, business, contracts, revenues or anticipated savings suffered by the Buyer; or

15.2 any special, indirect or consequential loss of any nature whatsoever suffered by the Buyer.

16. LIMITATION OF LIABILITY The Company's liability to the Buyer in respect of the alleged defective performance or Nonperformance of any Goods supplied, whether such liability arises in contract, tort or otherwise, shall be limited in all circumstances to the price of the Goods specified in the invoice.

17. FORCE MAJEURE 17.1 The Company shall not be liable to the Buyer for any delay in or failure to perform its obligations hereunder where such delay or failure results from force majeure, Act of God, fire, accident, war, terrorism, rebellion, riot, sabotage, official strike, lock-outs or official labour disputes, inability to obtain energy or suitable components, material, equipment, transportation services or any other causes beyond the Company's reasonable control.

17.2 Where the Company are prevented from carrying out further performance under the contract by reason of any of the events specified in Clause 17.1 above, the Buyer shall forthwith pay the Company the contract price less a reasonable sum for any part of the contract not performed by the Company.

18. TERMINATION 18.1 In addition to the provisions of Clause 3.1, this contract may be terminated forthwith by notice in writing:

18.1.1 by the Company, if the Buyer fails to perform any of its obligations under these terms

and conditions, and such failure continues for a period of 14 days after written notice has been served by one party on the other party requesting that the breach be remedied; or

18.1.2 by the Company if the Buyer, being an individual, firm or partnership becomes

apparently insolvent (within the meaning of the Insolvency Act 1986) or the equivalent thereof in any foreign jurisdiction, or being an incorporated company, becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a receiver or liquidator (including a provisional liquidator) is appointed over any of the assets or the undertaking of the Buyer or if an administrator is appointed to govern the affairs of the Buyer, or if a resolution is passed for the voluntary winding up of the Buyer or an application is made to the Court for the compulsory winding up of the Buyer, or if the Buyer generally makes any arrangement or composition with its creditors or becomes involved in any legal proceedings concerning its solvency or ceases trading.

18.2 In the event that the contract is terminated by the Company in accordance with

Clause 18.1 above, all sums due from the Buyer to the Company in respect of Goods shall become immediately due and payable and the Company shall, without prejudice to any other rights and remedies which it may have and without any liability whatsoever, be at liberty forthwith upon serving notice in writing to the Buyer:- 18.2.1 to suspend or cancel all deliveries, orders and contracts or any part thereof remaining between the Company and the Buyer for the delivery of Goods; and

18.2.2 to enter onto and to have access to the Buyer's premises wherever situate, and acting either by itself or through agents appointed by it and using any transport necessary, for the purposes of removing, realizing and disposing of any Goods in which property has not passed

from the Company to the Buyer in accordance with Clause 13 of these Conditions and the Buyer hereby expressly authorizes the Company and its agents to enter onto such premises for any such purposes.

19. EXPORT Where the Goods are supplied for export from the United Kingdom, Gates of Malvern LIMITED shall apply and the Goods shall be delivered by the Company either "EXW" (Ex Works), "FOB" (Free on Board), "CIF" (Cost, Insurance and Freight) or "DDP" (Delivered Duty Paid) as notified in writing in advance by the Company to the Buyer.

20. INTELLECTUAL PROPERTY RIGHTS The Buyer hereby acknowledges that any patent, copyright, design, trade mark or other industrial or intellectual property rights in relation to the Goods in which the Company or the respective manufacturer, developer or third party has an interest shall at all times and for all purposes vest and remain vested in the Company or such manufacturer, developer or third party and the Buyer shall not acquire any rights thereto.

21. GENERAL 21.1 The headings in this Agreement are for reference only and shall not affect its interpretation.

21.2 No delay by the Company in enforcing its rights shall prejudice or restrict the rights of the Company, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any other breach.

21.3 The Buyer agrees not to assign any of its rights herein without the prior written consent of the Company. Continue overleaf

21.3 The Buyer agrees not to assign any of its rights herein without the prior written consent of the Company.

21.4 In the event of any of these terms and conditions or any part of them being judged illegal or unenforceable for any reason, such terms and conditions (or the appropriate part thereof) shall be deleted and the remaining provisions hereof shall continue in full force and effect.

21.5 Any notice or other communication to be served under the contract shall be given in writing and may be served by leaving it at, or sending it by facsimile or by first class recorded delivery post or by air-mail to, the business address of the relevant party. Any notice so served shall be deemed to have been received:-

21.5.1 if delivered personally, at the time of delivery;

21.5.2 if sent by first class recorded delivery post, 48 hours after the date of posting;

21.5.3 if sent by air-mail, 96 hours after the date of posting; and

21.5.4 if sent by facsimile, copier or other electronic means of communication, if the notice was sent during the business hours of the addressee, on the day of transmission, and otherwise on the next following business day and for the purposes of this Clause

21.5 "business hours" and "business day" means the hours of 9 a.m. to 5 p.m. local time in the United Kingdom. In proving that any notice or document was given or served, it shall be necessary only to prove that the same was properly addressed and posted or faxed.

21.6 These terms and conditions and any contract between the Company and the Buyer shall be governed by and construed in accordance with the laws of England. The Company and the Buyer agree to submit to the non-exclusive jurisdiction of the English Courts.

22. TECHNICAL ADVICE OR ASSISTANCE OR RECOMMENDATIONS 22.1 The Company at the request of the Buyer, may, but without obligation to do so, furnish technical advice or assistance or recommendation with reference to the use of the goods or materials sold hereunder, on the express condition that any such advice or assistance or recommendation is given and accepted at the Buyer's risk and the Company shall not be liable for any loss, damage costs or claims arising there from.

22.2 The Company is not responsible for the consequences of any inadequacies, inaccuracies or other deficiencies in any drawing, specification or other information provided by the Buyer to the Company.

COMPANY POLICY The Company is not obliged to accept items for return (unless faulty as covered above) although any considerations for discretion should be given in writing within seven days of the date of invoice. Where returns are authorized, the Buyer shall be liable to a restocking charge of 30% plus any carriage charges incurred. Should any quantity discounts have been received at the time of purchase, the Buyer shall become additionally liable for any upward price adjustments to the value of the retained goods, as a result of the reduced quantities. The Company shall not be liable for any inward carriage charges for faulty items returned for replacement under guarantee and advance replacements will only be issued where paid for in full. Refunds will not be issued for items returned as faulty under guarantee. Products will only be considered for refund if the packaging is clean, undamaged and fit for resale. Purchases made by retail customers, by definition being customers paying for the goods in full at the time of order or collection/delivery, will be subject to the above terms and conditions of sale, as applicable.

23 CREDIT/DEBIT CARD PAYMENTS All credit/debit card data are processed by third party company.

24 INTERNATIONAL PAYMENTS/TRANSFERS. The buyer agrees to pay for outgoing bank charges directly connected to importing special items/ non stock items and spare parts. This is in addition to cost of the goods.

The company reserves the right to alter any price for imported goods should a significant variation in exchange rates take place before payment.

ORDER & RETURNS POLICY- Gates of Malvern LTD

1 Orders. 1.1 All orders should be placed in writing on your Company letter headed stationary. Written orders should contain either a description or part number, quantity required and agreed price.

1.2 Gates of Malvern LTD accepts no responsibility for errors if an order is placed verbally. Additional costs arising from incorrect placement of a verbal order is the responsibility of the buyer.

1.3 Gates of Malvern LIMITED reserves the right to decline an order.

1.4 Under the Distance Selling Regulations you have the right to cancel your order for any item purchased within 7 days of your order. If we have not dispatched the goods, we will cancel your order and make an immediate refund (exception clause 1.5)

1.5 Special orders. Any special order item which is purchased by Gates of Malvern LIMITED. behalf of any customer and is not a standard stock item cannot be returned unless faulty.

2 Payment 2.1 If goods are paid for by cheque, then the goods will not be dispatched until the cheque has cleared into our account, normally seven to ten days. If you wish to apply for credit facilities, request an application form; however, note that credit facilities will not be granted in any case until there have been a minimum of three separate & successful cash/cheque/ transactions. Credit is offered on labour only. All goods must be paid as per clauses 7.1.7.2 & 7.3

2.2 There will be a charge of £25 on each occasion for any cheque rendered in payment against an account where the cheque has to be represented or is initially refused. Whilst any payment remains overdue we will refuse any further goods or services until the account has been brought up to date.

2.3 Any customer who is continually late in paying will have their credit facilities withdrawn. Interest will be charged on overdue accounts (at the maximum rate allowed by UK law) per calendar month or part thereof from the date of the invoice or supply whichever is earlier. Should it become necessary to take legal action to recover monies owed all costs incurred (including time, company search and debt collection agency fees) will be added and recovered.

3 Returning an item – UNWANTED GOODS 3.1 When canceling your order, if you have already received the goods you will need to make the return within 21 days. The customer must call our office and request a returns note Once we have received your goods, we will credit you with the value of the returned goods less our handling charge (max10%of order value).

3.2 The following returns will NOT be accepted: Goods that have been unpacked and not repacked in the way in which they were delivered, Items that have been used or marked in any way, items which have been signed for as complete and undamaged if your reason for return is incomplete or damaged, goods that have been installed, goods that are incomplete in anyway & goods with soiled or damaged packaging. Gates of Malvern LIMITED. will not refund charges incurred in sending the goods to you or your costs in returning it to us.

3.4 Returns & re-delivery costs for errors on verbal orders will be responsibility of the customer.

3.5 We recommend all returns by customers are send by a recorded delivery service for your protection. Lost goods are the responsibility of the sender until Gates of Malvern LIMITED. receives delivery. Lost returns will be charged to the sender and cannot be refunded.

3.6 All returns by prior arrangement with Gates of Malvern LIMITED.

4 Repairs & replacements 4.1 Goods should not be returned for repair without first obtaining a Returns Authorization and returns note. In addition, goods returned for repair must be accompanied by our returns note indicating the defect or suspected defect. All goods returned to us for repair will be inspected and repaired/replaced as necessary.

4.2 Faulty items should be returned for testing. Advance replacements will only be supplied subject to terms 4.3, 4.4 & 4.5.

4.3 Advance replacements are to be paid in full before dispatch. Upon return of the original item, a full refund will be made if the item is faulty.

4.4 If a returned item is found not to be faulty but an advance replacement has already being supplied, Gates of Malvern LIMITED. reserves the right to return the item to the customer and not undertake a refund.

4.5 Gates of Malvern LIMITED. will not accept any responsibility or pay for the following: Customers costs arising from faulty equipment/delivery errors. Any return carriage costs. 5 Suitability of any product. 5.1 Gates of Malvern LIMITED. accepts no responsibility that goods purchased by a customer are unsuitable.

All customers should ensure the product is suitable before ordering by requesting the product specification and fitting instructions in advance of purchase.

PLEASE RETAIN THESE TERMS FOR YOUR RECORDS. Uploaded to web June 8th 2010 amended 1st November 2015