



ABBEEY ENGLAND LTD.

TERMS AND CONDITIONS 2020

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AGREED TERMS

1. About us

1.1 **Company details. ABBEY ENGLAND LIMITED** (company number 01638775) (**we and us**), is a company registered in England and Wales and our registered office is at Abbey House, Haig Road, Parkgate Industrial Estate, Knutsford, WA16 8DX. Our main trading address is Abbey House, Haig Road, Parkgate Industrial Estate, Knutsford, WA16 8DX. Our VAT number is GB 380 3236 70. We operate the websites www.abbeyengland.com and www.abbeybits.com.

1.2 **Contacting us.** To contact us telephone our customer service team at +44(0) 1565 650 343 or email sales@abbeyengland.com. How to give us formal notice of any matter under the Contract is set out in clause 13.2.

2. Our contract with you

1.3 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing. In agreeing to these terms and conditions you acknowledge that you are dealing with us as a business rather than as a consumer as our business model and contractual framework is based upon the supply of goods on a business to business basis.

1.4 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

1.5 **Language.** These Terms and the Contract are made only in the English language.

1.6 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

2. Placing an order and its acceptance

2.1 **Placing your order.** If you are placing an order online please follow the onscreen prompts. If you are placing an order by telephone, email or post then please follow the instructions received and provide the information sought by our representative. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.

- 2.2 **Correcting input errors.** Our web order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate. If you order by telephone, you will receive an email confirming your order.
- 2.3 **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 2.4.
- 2.4 Accepting your order. We will confirm our acceptance to you by sending you an email that confirms that the Goods have been ordered. Unless we hear from you to the contrary within 60 minutes of that email dispatch, we will process the order and such processing of the order will constitute acceptance on these terms and conditions, forming the Contract between you and us. The Contract will be reaffirmed when we send you the Dispatch Confirmation.
- 2.4.1 Some goods have a variance in size and shape. This has a potential impact in how we price these items. The tolerance or variation can be plus or minus 20% and this will be reflected in the final price we charge on acceptance of your order. If you do not agree with the order on this basis, within 60 minutes of our sending our acceptance, you **MUST** let us know and we will agree an alternative order and variation
- 2.5 **If we cannot accept some or all of your order.** Subject to the provisions of clause 4.2, if we are unable to supply you with some or all of the Goods ordered for any reason:
- 2.5.1 If the order is placed online, with “live” stock updates, we will inform you at that point;
- 2.5.2 If the order is placed by telephone, we will attempt to inform you at that point but may have to do so afterwards by email; and
- 2.5.3 If the order is placed by post or email, we will inform you by email
- and we will not process your order or that part of your order which we are unable to fulfil. If you have already paid for the Goods, we will as soon as possible refund you the full amount or the relevant amount applicable to the unfulfilled part of the order (as the case may be) including any delivery costs charged. Payment by credit card can result in it taking up to 14 days for refunds to appear in your account due to the need for credit card companies to comply with the current anti- money laundering regulations.
- 2.6 **Minimum order.** The minimum value of Goods that we will accept an order for is **£25.00**.

3. Our goods

- 3.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. The colour of your Goods may vary slightly from those images.
- 3.2 Although we have made every effort to be as accurate as possible, because our Goods in some cases are handmade or have a variable tolerance due to external manufacture and supply, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 4% tolerance*. **with the exception being outlined in 2.4.1*
- 3.3 The packaging of your Goods may vary from that shown on images on our site but we will use all reasonable endeavours to ensure that all packaging is secure and protective of the Goods.
- 3.4 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

4. Delivery, transfer of risk and title

- 4.1 We will contact you within 2 working days of acceptance of your order in the event of an issue with supply of that order and provide you with an estimated delivery date, where possible, which will depend on your location and the method of delivery. We will use all reasonable endeavours to deliver the Goods as soon as possible and practicable once we have confirmed your order and estimated dispatch date. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 12 (Events outside our control) for our responsibilities when this happens.
- 4.2 In the event that some part of an order is not accepted because it cannot be fulfilled or is accepted but will be fulfilled at a later date than the remainder of the order, we will notify you of this in accordance with clause 2.5 and will agree with you, in relation to those Goods comprising the order being available on different dates, whether the delivery of all Goods should be held by us and dispatched once the final part of Goods comprising the order is available or (at your additional cost by way of delivery and carriage charges) whether the Goods comprising the order should be subject to multiple dispatches.
- 4.3 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order or collected by you or a carrier organised by you to collect them from us and the Goods will be at your risk from that time.
- 4.4 You own the Goods and property in the Goods shall pass to you once we have received payment in full, including of all applicable delivery and carriage charges.

- 4.5 Clauses 4.6 to 4.10 will apply if you have a credit account with us rather than paying for the Goods at the point of sale in accordance with clause 7.
- 4.6 Until property in the Goods passes to you in accordance with clause 4.4 you shall hold the Goods on a fiduciary basis as bailee for us and you shall store the Goods at no cost to us separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.
- 4.7 Notwithstanding that the Goods remain our property you may sell or use the Goods in the ordinary course of your business at full market value for our account. Any such sale or dealing shall be a sale or use of our property by you on your own behalf and you shall deal as principal when making such sale or dealing. Until property in the Goods passes from us the entire proceeds of sale or otherwise of the Goods shall be held in trust for us and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as our money.
- 4.8 Until such time as the property in the Goods passes from us you shall upon request deliver up such of the Goods to us as have not ceased to be in existence or resold. If you fail to do so we may enter upon any premises owned, occupied or controlled by you where the Goods are situated and repossess the Goods. On the making of such request your rights under clause 4.7 shall cease.
- 4.9 You shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are our property. Without prejudice to our other rights, if you do so all sums whatever owing by you to us shall immediately become due and payable.
- 4.10 You shall insure and keep insured the Goods to the full price against "all risks" to our reasonable satisfaction until the date that property in the Goods passes from us and shall, whenever requested by us, produce a copy of the policy of insurance. Without prejudice to our other rights, if you fail to do so all sums whatever owing by you to us shall immediately become due and payable.
- 4.11 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 4.12 If you fail to take delivery within 2 days after the day on which we notified you that the Goods were ready for delivery, and the Goods are out for delivery with a carrier, any additional costs and charges imposed by the carrier will be borne entirely by you and not us.

- 4.13 Subject to the provisions of clause 9 we do not usually accept the return of Goods after completion of an order. However, at our sole discretion, we may agree to the return of non-faulty Goods provided we receive a written request from you within 10 days of delivery to return the Goods, subject to you compiling a returns form and the Goods remaining of merchantable quality and subject to you paying a restocking fee of £25.00 per category of goods.

5. International delivery

- 5.1 We deliver to the countries listed on this page **(International Delivery Destinations)**. However, there are restrictions on some Goods for certain International Delivery Destinations, so please review the information on that page carefully before ordering Goods.
- 5.2 If you order Goods from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 5.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 5.4 All goods in packages shipped internationally, independent of value, will be dispatched by courier to ensure tracking is available to all parties.
- 5.5 You must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable or responsible if you break any such law.

6. Price of goods and delivery and carriage charges

- 6.1 The prices of the Goods will be as quoted on our site at the time you submit your order. We use our best efforts to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 6.6 for what happens if we discover an error in the price of Goods you ordered.
- 6.1.1 We will endeavour to supply the size of specific goods that have a strong variability, by way of example; leather hides to the nearest requirements of the customer within a permissible range. However, we reserve the right to adjust the size of the supplied leather by +/- twenty percent (20%) and to amend your final Invoice or Credit Card payment accordingly without recourse to you.
- 6.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed and we have accepted. Once we have accepted the order, the price you are charged will remain as per the original order.

- 6.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.
- 6.4 The price of the Goods does not include delivery and carriage charges. Our delivery and carriage charges are determined by our carriers with reference to volumetric and weight charges and are as advised to you during the check-out process, before you confirm your order. In respect of overseas deliveries, the delivery and carriage charges will incorporate any taxes or duties applicable in the relevant jurisdiction. To check the relevant delivery and carriage charges, please refer to our Delivery and Carriage Charges page [here](#).
- 6.5 There is a minimum delivery and carriage charge for Goods and this value will be displayed online during the checkout process or communicated to you before the acceptance of an order by telephone, email or post is processed. **This minimum delivery and carriage charge will apply to all orders.** For orders equal to or more than £500.00 in value the delivery and carriage charges will be determined in accordance with clause 6.4 and subject to variation at our discretion.
- 6.5.1 All packages for a UK address under £40.00 will be dispatched by Royal Mail with the following exceptions:-
- (a) Packages which contain hazardous materials (e.g. chemical goods such as dye or cleansing products) will be dispatched by a designated carriers.
 - (b) Packages outside the format size accepted by Royal Mail (https://business.help.royalmail.com/app/answers/detail/a_id/89/~size-and-weight-guide-%E2%80%93-uk-letters-and-parcels)
 - (c) Packages for a UK address with a value over £40.00 will be sent by a designated carrier
 - (d) All Packages shipped internationally, independent of value, will be dispatched by courier to ensure tracking is available
 - (e) If the customer requests in comment section of the web order that he/she requires tracking, insurance or non-attended collection then Abbey England will endeavour to dispatch with the respective courier
- 6.6 We sell a large number of Goods through our site. It is always possible that, despite our best efforts, some of the Goods on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- (a) where the Goods' correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Goods to you; and

- (b) if the Goods' correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

7. How to pay

- 7.1 Unless we have agreed to provide you with a credit account, you can only pay for Goods using a number of pre-agreed forms of payment, such as variable bank direct debit transfers, variable credit card payment transfers, PayPal account or debit card or credit card either at the point of sale or by the settlement due date. We accept the following cards: Maestro Debit. General debit, Visa and Mastercard Debit and Visa, Mastercard Credit cards.
- 7.2 Unless we have agreed to provide you with a credit account, payment for the Goods and all applicable delivery and carriage charges is in advance. We will charge your debit card or credit card at the point of order and before we dispatch your Goods.
- 7.3 If we have agreed to provide you with a credit account, the terms for that account including the agreed credit period and the discounts applicable to the prices for the Goods by reference to the volume ordered, will be provided to you in writing on creation of the account and then displayed online during the checkout process or reiterated to you before the acceptance of an order by telephone, email or post is processed. Unless otherwise informed in writing, the standard credit payment terms on accounts are a **NET 30 Days** from date of accepted order.
- 7.4 If we have agreed to provide you with a credit account and payment is not received by us for Goods by the settlement due date (standard **NET 30 days** unless otherwise agreed in writing), we reserve the right to:
 - 7.4.1 charge you interest on the outstanding balance at the rate applicable to judgment debts (both before and after any court judgment); and
 - 7.4.2 £5.00 plus value added tax for each reminder letter, fax, email, phone call and statement.

- 7.5 If your account remains unpaid beyond 60 days (or a different cut off period agreed with you) we will deactivate and disapply any discounts to your account and we will not process orders or requests for Goods until all outstanding balances have been paid.

8. Manufacturer's guarantee

Some but not all of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

9. Our warranty for the goods

- 9.1 The Goods are primarily intended for use in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

- 9.2 We provide a warranty that on delivery and for a period of 3 months from delivery, the Goods shall:

- (a) subject to clause 3, conform in all material respects with their description;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
and
- (d) be fit for any purpose held out by us.

- 9.3 Subject to clause 9.4, if:

- (a) you give us notice in writing within 3 working days of delivery that some or all of the Goods do not comply with the warranty set out in clause 9.2;
- (b) we are given a reasonable opportunity of examining the Goods; and
- (c) if we ask you to do so, you return the Goods to us at your cost,

we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- 9.4 We will not be liable for breach of the warranty set out in clause 9.2 if:

- (a) you make any further use of the Goods after giving notice to us under clause 9.3;
- (b) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (c) you alter or repair the Goods without our written consent;

- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (e) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 9.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 9.2 to the extent set out in this clause 9.
- 9.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.7 These Terms also apply to any repaired or replacement Goods supplied by us to you.
- 10. Our liability: your attention is particularly drawn to this clause**
- 10.1 Nothing in these Terms limits or excludes our liability for:
 - (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - (d) any other liability that cannot be limited or excluded by law.
- 10.2 Subject to clause 10.1, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - (a) any loss of profits, sales, business, or revenue;
 - (b) loss of business opportunity;
 - (c) loss of anticipated savings;
 - (d) loss of goodwill; or
 - (e) any indirect or consequential loss.
- 10.3 Subject to clause 10.1, in the case of leather dyes and treatments, whilst most dyes and treatments will provide the desired effect, some dyes and treatments may have adverse effects and it is strongly recommended that the dye or treatment is tested on a small, non-visible area of the item prior to overall use of the product on any items. We will not be responsible for any direct, indirect or consequential loss howsoever occurring suffered by you or any third party through failure to adequately test the dye or treatments

prior to use and it is your responsibility and that of any third party to be satisfied as to any particular dye or treatment's suitability.

- 10.4 Subject to clause 10.1, our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the lower of £2,000,000 (two million GBP) or 100% of the price of the Goods.
- 10.5 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

11. Termination

- 11.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 working days of you being notified in writing to do so;
 - (b) you fail to pay any amount due under the Contract on the due date for payment;
 - (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 11.2 All Goods that have not been paid for by you and in which the title and property remains with us on termination in accordance with any of clauses 11.1 (a) to (e) shall be returned to us by you immediately on termination.

11.3 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

11.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

12. Events outside our control

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

12.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

12.3 You may cancel the Contract or any order placed under the Contract affected by an Event Outside Our Control which has continued for more than 60 days. To cancel please contact us.

13. Communications between us

13.1 When we refer to "in writing" in these Terms, this includes email.

13.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

13.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission provided no 'undeliverable' notification has been received from the relevant party's service provider.

13.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

13.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. General

14.1 Assignment and transfer.

(a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.

(b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

14.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

14.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

14.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

14.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

14.6 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.