



NSS: TERMS & CONDITIONS

These terms and conditions ("**Terms**") govern: (i) any Orders for Products placed by a customer ("**you**" or "**your**") on our website www.norfolksawservices.co.uk (the "**Website**"); and (ii) your relationship with **NORFOLK SAW SERVICES**, a partnership with its trading address at 7 Whiffler Road Industrial Estate, Norwich, NR3 2AW, England ("**NSS**", "**we**", "**our**" or "**us**").

Please read these conditions carefully before placing an Order with NSS. By placing an Order with NSS, you signify your agreement to be bound by these Terms.

1. Definitions and Interpretation

1.1. The definitions and rules of interpretation in this clause apply in these Terms & Conditions of Service ("**Terms**"):

ORDER: means an order for Products placed by you through the Website;

PRODUCTS: means the Products available on the Website for purchase from time to time; and

SUPPLIER: means a manufacturer, distributor or supplier of a Product to us.

1.2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.4. The terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.5. A reference to 'writing' or 'written' includes faxes and email unless stated otherwise.

1.6. Clause headings in these Terms are for reference purposes only.

2. Orders

2.1. All Orders are subject to acceptance and availability. NSS try very hard to ensure that the Products featured on the Website are in stock and/or can be delivered to you within the time frame stated. However, some items may be temporarily out of stock with the Supplier. If this is the case you will be informed of any expected delay and you will be given the opportunity to wait for the Products ordered to arrive, to cancel the order or to order the nearest possible alternative.

2.2. Any Orders placed by you will be treated as an offer to purchase the Products from us and we have the right to reject such offers at any time.

2.3. When you place an Order to purchase a Product from NSS, we will send you a message confirming receipt of your Order and containing the details of your Order (the "**Order Confirmation**"). The Order Confirmation is acknowledgement that we have received your Order, and does not confirm acceptance of your offer to buy the Product(s). We only accept your offer, and conclude the contract of sale for a Product ordered by you, when we: (i) debit your credit, debit card or PayPal or WorldPay account; or (ii) dispatch the Product(s) to you and send an e-mail confirming to you that we've completed the Order(s) (the "**Order Completion Confirmation**") (whichever is earliest).

2.4. Where Products become available for delivery at different times, we reserve the right to deliver them in stages. If your Order is dispatched in more than one package, you may receive a separate Order Completion Confirmation for each package, and each Order Completion Confirmation and corresponding dispatch will conclude a separate contract of sale between you and us for the Product(s) specified in that Order Completion Confirmation.

2.5. You must be over 18 to place an Order through the Website.

2.6. If you are not placing an Order as a consumer, you confirm that you have authority to bind any business on whose behalf you place an Order for.

2.7. A lot of effort is made to ensure we have the most accurate images displayed on our Website. However, Products can change so images are for illustration purposes only. If you feel an image does not reflect the Product you have received then, provided we receive notification within the cancellation period detailed below (if applicable), we will collect the item and issue a full refund.

3. Delivery, Title and Risk

3.1. Please see the Deliveries section on the Website for our current delivery rates, time frames and delivery restrictions. Large, custom or special-order deliveries will be handled on an individual basis. NSS only deliver goods within the UK.

3.2. Please note that delivery estimates are not guaranteed delivery times and should not be relied upon as such. The maximum delivery period for the delivery option selected must have elapsed before we will consider claims for lost in transit consignments.

3.3. You will assume the risk for the Products once they have been delivered to the delivery address which you specified in your Order (or upon the Products being collected from us). We accept no liability where you provide an incorrect delivery address or where you fail to collect the Products from the delivery address which you specified. Risk in the Products will only transfer back to NSS upon it's (or its agents') physical receipt of the Products in the event that they are eligible to be returned in accordance with these Terms.

3.4. Title to any Products you order on this Website shall pass to you on delivery of the Products provided that we have processed and received payment in full for those Products. Until such time as the property in the Products passes to you, NSS shall be entitled at any time to require you to 'deliver-up' the Products to NSS and if you fail to do so, NSS may enter your premises or any third party premises where the Products are stored and repossess the Products. You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of NSS.

4. Price and Payment

4.1. All prices shown on the Website are inclusive of VAT at the current rates and are correct at the time of entering the information onto the system. All transactions will be processed in pounds sterling (GBP). We reserve the right, however, to

change prices at any time without notice to you (save that any changes will not affect Orders in respect of which we have sent you an Order Completion Confirmation).

- 4.2. Payment can be made by any major credit or debit card or via your PayPal or WorldPay account. Payment will be debited and cleared from your account before the dispatch of the Products to you.
- 4.3. In the unlikely event that the price shown on a Product webpage or the checkout page is wrong, and we discover this before dispatching your Order, we are not required to sell the Products to you at the price shown. We always try and ensure that the prices of Products shown on our Website are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the Products that you have ordered we will let you know as soon as possible and give you the option of re-confirming your Order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the Products, you will receive a full refund.
- 4.4. You confirm that the credit, debit card or PayPal or WorldPay account that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us we will not be liable to you for any delay or non-delivery.
- 4.5. If your credit or debit card payment is not processed successfully for any reason, we reserve the right to re-attempt to process payment. We will give you at least 48 hours' notice in advance of any re-attempt to process payment by sending an email to the email address you have provided to us. If you do not want us to re-attempt to process payment, you must cancel your Order within 48 hours of us sending you this email.
- 4.6. Please note that the prices shown on the Website may differ to our in-store prices.

5. Product Information and Warranties

- 5.1. Some Products sold by us can be dangerous and cause risk to health and safety. Please read any documentation, instructions and any health and safety information about the storage and use of any such Products carefully. Please contact us if you have any queries.
- 5.2. We sell a number of different Products through the Website and each has their own warranties in relation to: (i) satisfactory quality; (ii) defects; and (iii) fitness for particular purposes. Please see the Product webpage for the applicable Products in your Order and/or the Supplier website **BEFORE** placing your Order as these may contain specific terms in relation to suitable uses for the Product, Product warranty periods and remedies in respect of manufacture defects.
- 5.3. NSS follows the Supplier's warranty policy. If a Product is faulty and under guarantee you should follow the procedures detailed below.
- 5.4. With most Suppliers now offering extended warranty, it is essential you register your purchase within 30 days with the relevant Supplier. Suppliers typically offer this service via their company website and you can also find details in the Product manual or instructions. If you are still unsure where to find this information, please contact us and we will happily point you in the right direction.
- 5.5. NSS does not warrant that the Products will be fit for any particular purpose.
- 5.6. NSS shall be under no liability in respect of any defects arising from fair wear and tear, your negligence, abnormal working conditions, failure to follow the Supplier's or NSS's instructions (whether oral or in writing), misuse or alteration, or repair of the Products without the Supplier's or NSS's approval.
- 5.7. Unless otherwise stated on the Product webpage for the applicable Products in your Order, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.
- 5.8. NSS is not the manufacturer of the Products sold on the Website. While we work to ensure that Product information on the Website is correct, actual Product packaging and materials may contain more and different information to that displayed on the Website. All information about the Products on the Website is provided for information purposes only. We recommend that you do not rely solely on the information presented on the Website. Please always read labels, warnings and directions provided with the Product before use.
- 5.9. We reserve the right to make changes in the specification of the Products which are required to conform with any applicable safety or other statutory requirements or which do not materially affect their quality or performance.
- 5.10. How do I report a fault with my Product or issue a warranty claim? If a Product develops a fault within the stated Supplier's warranty period the Supplier will accept the item for warranty repair. Bosch for example will collect the item from the consumer address and return to you following warranty repair. Other brands may require you to take the Products to your local distributor who will forward the item to the manufacturer for warranty repair. Alternatively, you can post the item to NSS (at your expense). Upon receipt we will then arrange for warranty repair on your behalf and return the repaired item to you (at your expense). Unfortunately we cannot accept proof of posting as confirmation of delivery.

6. Cancellation Rights and Returns

- 6.1. It is important that you check your Order upon receipt of the Products and always before use of the Products. If any errors occur or issues arise then these need to be reported to us immediately so that we can investigate. For the avoidance of doubt, if you have not notified us of any alleged defect, shortage in quantity damage or failure to comply with description or sample within 72 hours of delivery of the Products, the Products shall be conclusively presumed to be in accordance with these Terms and free from any defect or damage which would be apparent on a reasonable examination of the Products and you shall be deemed to have accepted those Products (subject to the cancellation rights detailed below).
- 6.2. What should I do if I receive an incorrect item? We have high standards when it comes to packaging your Order, however mistakes do occur from time to time. Please accept our apologies if you have received an incorrect item. We will review each case individually when considering the return of the Product; in some cases we may require further information such as pictures so we can choose the best course of action. Our aim is to provide the best solution for you as quickly as possible.
- 6.3. What should I do if my item is damaged? Although we take care to prevent any damage to your Products during transit it is possible that problems may arise. Please accept our apologies if you have received a damaged item. We ask that you do not refuse delivery, instead accept the Products and contact us immediately. Refusal may actually result in a delay of the parcel being returned. You can contact us by emailing sales@norfolksawservices.co.uk. Please attach any pictures you have of the damage to the message. A member of our team will review the details and offer the best resolution to resolve the issue.

- 6.4. Will you refund my postage costs to return an item? We are more than happy to refund postage costs to return a Product where the return is required due to our error. For instance: (i) if we sent you the wrong item; or (ii) if the item is damaged or faulty. We will not refund postage costs to return any items:
- 6.4.1. due to reported damage or fault where no error was found in the testing process. The costs of posting the Product(s) back to you in such circumstances will depend on the item and will be communicated to you after the testing process has been completed; or
 - 6.4.2. which are unwanted or no longer required (where applicable under clause 6.5 below).
- 6.5. Right to Cancel:
- 6.5.1. You are entitled to cancel any Order completed with us within 14 days from the day on which you (or a third party indicated by you other than the carrier) acquire physical possession of the Products.
 - 6.5.2. To exercise the right to cancel, you must inform us of your decision to cancel the Order by a clear statement (e.g. by a letter sent by post or by email). You may use the example model cancellation form below, but it is not obligatory.
 - 6.5.3. Model Cancellation Form:
*To: **Norfolk Saw Services** at 7 Whiffler Road Industrial Estate, Norwich, NR3 2AW, England*
I hereby give notice that I cancel my contract of sale of the following Products:
ordered on:
Order number:
Name of customer:
Address of customer:
Signature of customer (only if sent by paper):
Date:
 - 6.5.4. You will have to bear the direct cost of returning the Products. Any item you have accepted and then returned is your responsibility until it reaches our warehouse. Please therefore ensure that you send your item back to us using a delivery service that insures you for the value of the Products.
 - 6.5.5. The Products you are returning must be unopened and in any original packaging. Unwanted Products need to be in pristine condition with any retail seals unbroken to be benefit from the right of cancellation under this clause.
 - 6.5.6. We may make a deduction from the reimbursement for loss in value of any Products supplied if the loss is the result of unnecessary handling by you.
 - 6.5.7. Please note that you must send back the Products by following the instructions provided pursuant to clause 6.6 and no later than 14 days from the day on which us you communicate your cancellation.
 - 6.5.8. If you cancel an Order, we will reimburse to you all payments received from you, excluding the delivery fees (which will only be reimbursed up to the value of the least expensive common and generally acceptable kind of delivery offered by NSS).
 - 6.5.9. We will make the reimbursement without undue delay and not later than:
 - a) 14 days after the day we receive back from you any Products supplied; or
 - b) (if earlier) 14 days after the day you provide evidence that you have returned the Products; or
 - c) if there were no Products supplied, 14 days after the day on which we are informed about your decision to cancel the Order.
 - 6.5.10. We will make the 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 the reimbursement.
- 6.6. How do I arrange a return? Where a return is permitted in accordance with these Terms, please contact us at sales@norfolksawservices.co.uk or by post at 7 Whiffler Road Industrial Estate, Norwich, NR3 2AW, England to arrange your return. We will need to know your Order number, the item you want to return and the reason for the return. Upon receipt of these details we will provide you with all the necessary information to arrange the return. Please package the item securely and ensure our Order number is included inside. Unfortunately we cannot accept proof of posting as confirmation of delivery.

7. Limitation of Liability

- 7.1. Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.
- 7.2. Subject to clause 7.1, NSS and its affiliates will not be responsible for losses that were not caused by any breach of these Terms on our part.
- 7.3. Subject to clause 7.1, neither party will be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 7.4. Subject to clause 7.1, each party's total liability to the other party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with these Terms will be limited to a sum equal to the amount paid or payable by you for the Product(s) in respect of one incident or series of incidents attributable to the Order(s) giving rise to such claim for damages.
- 7.5. This clause 7 does not affect your statutory rights where you are a consumer, nor does it affect your contract cancellation rights (where applicable).

8. Intellectual Property

- 8.1. Unless otherwise agreed, you will not acquire any rights in any intellectual property in the Products or in their packaging or labels which include trade marks or brand logos and any such rights which you may by law acquire will be assigned automatically to NSS. You agree not to remove deface or cover up any name plates, logos or trade marks appearing on the Products.

9. Privacy Policy and Security

- 9.1. We will treat all your personal information as confidential and will only use it in accordance with our Privacy Policy.
- 9.2. When you shop on this Website, we will ask you to input personal details in order for us to identify you, such as your name, e-mail address, billing address, delivery address, credit card or other payment information.
- 9.3. To ensure that your credit, debit or charge card is not being used without your consent, we may validate name, address and other personal information supplied by you during the order process against appropriate third party databases.
- 9.4. There is a possibility we may contact you to make additional security checks and we ask for your co-operation to enable us to complete them. We will not tolerate fraudulent transactions and such transactions will be reported to the relevant authorities.
- 9.5. By accepting these Terms, you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

10. Amendments to these Terms

- 10.1. We reserve the right to make changes to these Terms at any time. You will be subject to the NSS Terms & Conditions in force at the time that you order Products from us, unless any change to the NSS Terms & Conditions is required to be made by law or government authority (in which case it may apply to Orders previously placed by you).

11. Force Majeure

- 11.1. Neither party shall be liable for any delay in performing or failure to perform (other than a payment obligation) due to any act of god, war, strike lock-out, industrial action, fire, flood, drought, tempest or any other event beyond the reasonable control of either party. Such delay or failure will not constitute a breach of these Terms and time for the performance of the affected obligations will be extended by such period as is reasonable. If a force majeure event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of more than four weeks, the party not affected by the event may terminate the Order immediately by giving written notice to the affected party.

12. Miscellaneous

- 12.1. These Terms constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into these Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that are not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 12.2. All obligations in these Terms which expressly, or by their nature, are intended to continue beyond the termination of these Terms will survive the termination of these Terms.
- 12.3. All notices must be in writing and are deemed given when mailed by registered or certified mail, return receipt requested, to the other party's address, as notified under these Terms or as contained in an Order. It is agreed that serving notice by email or fax will not be an effective method of providing notice of a claim under these Terms.
- 12.4. You may not assign or sub-contract any of your rights or obligations under these Terms or any related Order for Products to any third party unless agreed upon in writing by NSS.
- 12.5. NSS reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these Terms or any related contract to any third party.
- 12.6. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 12.7. No one other than a party to these Terms, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 12.8. No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.
- 12.9. If you have any issues with our services, please contact us at sales@norfolksawservices.co.uk. Please note that the European Commission has established the ODR Platform, which is available at <http://ec.europa.eu/consumers/odr/>, as a potential means of resolving disputes.
- 12.10. These Terms are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts. English is the only language offered for the conclusion of the contract between us.