



Definitions

In these terms and conditions the following phrases have the following meanings:

'Acceptance' means Our Acceptance of Your Order at which point a contract is formed between Us and You.

'Conditions' means these terms and conditions

'Order' means an Order placed by You via Our website or otherwise.

'Us' means The UK Hide Co. Ltd (Co. No. 03797729) whose registered address is at Unit 11 Trade City, Avro Way, Brooklands Business Park, Weybridge, Surrey, KT13 0YF (also referred to as 'We'/'Our' as appropriate).

'You' means the person, firm, company or other entity whose order for Goods is accepted by Us (also referred to as 'Your' as appropriate).

1. OUR CONTRACT WITH YOU

1.1 Our Acceptance of Your Order will take place when We email You to accept it, at which point a contract will come into existence between You and Us.

1.2 If We are unable to accept Your order We will inform you of this by email and will not charge you for the Goods. For the avoidance of doubt We are not obliged to accept any Orders.

2. OUR GOODS

2.1 The images of the Goods on Our website and in other marketing materials are for illustrative purposes only and as our Goods are natural products variations will inevitably occur.

2.2 Although We have made every effort to display textures and colours accurately on Our website and in other marketing materials, We cannot guarantee that a device's display or any photographs in other marketing materials accurately reflects the texture and colour of the Goods and Your Goods may vary slightly from those images. In any event, We will use reasonable endeavours to ensure that Goods supplied are consistent with Our standard of quality.

2.3 We may occasionally send out samples of our Goods. These samples are provided to allow You to view the general quality and characteristics of the Goods. As our Goods are natural products We cannot guarantee the final Goods will be identical to the sample provided. In any event, We will use reasonable endeavours to ensure that Goods supplied are materially the same as any samples and are consistent with Our standard of quality.

2.4 Although We have made every effort to be as accurate as possible in any descriptions, because our Goods are natural products, all sizes, weights, dimensions and measurements indicated on Our website or in other marketing materials are approximate. Should You have specific requirements You should ensure these are communicated to Us when placing Your Order.

3. PROVIDING THE GOODS

3.1 The costs of delivery will be as displayed to You on Our website or otherwise communicated to You when placing Your Order. For the avoidance of doubt, if You are placing an Order from overseas You will be responsible for any local taxes that may be payable.

3.2 On accepting Your Order We will contact You with an estimated delivery date. If You have a specific deadline You should notify Us of this date when placing Your Order. Whilst We will use reasonable endeavours to comply with any estimated delivery date time shall not be of the essence in respect of delivery.

3.3 If Our supply of the Goods is delayed by an event outside Our control then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event, but if there is a risk of substantial delay You may contact Us to end the contract and receive a refund for any Goods You have paid for but not received.

3.4 Goods will be your responsibility from the time We deliver the product to the address You gave Us.

3.5 You shall only own Goods once We have received payment in full.

4. YOUR RIGHTS TO END THE CONTRACT

4.1 You may only end the contract in certain circumstances outlined in this Clause 4. Your rights will depend on whether the Goods are faulty (material defects) or misdescribed, and whether You are a consumer or business customer:

(a) If the Goods You have purchased are faulty (material defects) or misdescribed You may have a legal right to end the contract (or to have the Goods replaced) pursuant to Clause 5 (if You are a consumer) or Clause 6 (if You are a business); or

(b) If You are a consumer under the Consumer Contracts Regulations 2013 then You have a legal right to change Your mind within 14 days of delivery and to return the Goods to receive a refund provided that Goods are returned in the condition in which they were sent to You and unmarked in any way.

4.2 You may not end the contract in any other circumstances.



4.3 We will pay the costs of return if the products are faulty or misdescribed. In all other circumstances (including where You are a consumer exercising your right to change your mind) You must pay the costs of return.

5. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

If You are a consumer We are under a legal duty to supply Goods that are in conformity with the Consumer Rights Act 2015. Nothing in these terms will affect Your legal rights.

6. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

6.1 If You are a business customer We warrant that on delivery any Goods shall:

- (a) conform with their description;
- (b) be free from material defects;
- (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 provided that should You have any particular purpose this must be communicated to Us on placing Your Order.

6.2 We will not be liable for any failure to comply with the warranty in Clause 6.1 if the Goods have been marked, cut or used in any way by You.

6.3 Any returns must be made within seven days of delivery.

7. PRICE AND PAYMENT

7.1 The price of the Goods (which includes VAT) will be the price indicated when You placed Your Order.

7.2 If the rate of VAT changes between Your Order date and the date We supply the Goods, We will adjust the rate of VAT that You pay, unless You have already paid for the Goods in full before the change in the rate of VAT takes effect.

7.3 We accept payment by debit card, credit card or electronic bank transfer. Unless You have a credit account with Us You must pay for the Goods in full before We dispatch them. If You are paying by credit or debit card We will not charge Your credit or debit card until We dispatch the Goods to you. Unless You have a credit account with Us We are under no obligation to dispatch Goods until full payment is received. Payment will be taken as acceptance of the Quote issued for goods ordered, and a restocking fee may be chargeable on any non-faulty returned goods.

7.4 If You are a business customer You must pay all amounts due to Us under these conditions in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.5 Any credit accounts with Us are available only to business customers and strictly subject to approval by Us.

7.6 In the event that You have a credit account with Us and Goods are dispatched prior to payment title to the Goods shall not pass to You until We receive payment in full (in cash or cleared funds) for the Goods and any other goods that We have supplied to You in which case title to the Goods shall pass at the time of payment of all such sums. Credit account balances must be paid by bank transfer, or debit card over the phone. Payments by credit card for Credit accounts will not be accepted.

7.7 Until title to the Goods has passed to You, You shall:

- (a) store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
- (d) give Us such information relating to the Goods as the Supplier may require from time to time.

7.8 We may at any time require You to deliver up all Goods in Your possession in which title has not passed and if You fail to do so promptly We may enter any of Your premises (or those of any third party where the Goods are stored) in order to recover the Goods.

7.9 If You do not make any payment to Us by the due date We may charge interest to You on the overdue amount at the rate of 5% per annum above the base lending rate of HSBC Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

8.1 If We fail to comply with these Conditions, We are responsible for loss or damage You suffer that is a foreseeable result of Our breaking our contract or Our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is



obvious that it will happen or if, at the time the contract was made, both We and You knew it might happen, for example, if You discussed it with Us during the sales process.

8.2 We do not exclude or limit in any way Our liability to You where it would be unlawful to do so.

9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

9.1 Nothing in these terms shall limit or exclude Our liability for:

- (a) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) defective products under the Consumer Protection Act 1987.

9.2 All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

9.3 Subject to Clause 9.1:

- (a) We shall not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) Our total liability to You for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by You to Us for Goods under such contract.

10. GENERAL

10.1 Except as expressly stated in these Conditions, a person who is not a party to the contract between us may not enforce any of its terms under the Contract (Right of Third Parties) Act 1999.

10.2 If any of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, this shall not affect the validity of all other terms, and the remainder of the term in question, which shall continue to apply.

10.3 The Contract makes up the entire understanding between Us and You and supersedes any previous agreements, understandings, representations (except fraudulent representations) statements or other communications between the parties whether written or verbal. You confirm that You are not relying on any representations that are not contained in the Contract.

10.4 The Contract shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.