

TERMS AND CONDITIONS OF SALE

1. Definitions

“Buyer” is the person, organisation or company who buys or agrees to buy the Goods and/or Services from the Seller.

“Conditions” these terms and conditions, as amended from time to time.

“Contract” the contract between the Seller and the Buyer for the supply of Goods and/or Services in accordance with these Conditions.

“Goods” the goods (or any part of them) set out in the Order.

“Order” the order placed by the Buyer for the supply of Goods and/or Services, as set out in the email acknowledgement from the Seller.

“Seller” is Glasdon International Limited registered in England and Wales with Company Number 2160568.

“Services” are the services supplied by the Seller to the Buyer as set out in the Order.

“Writing” means postal correspondence, facsimile transmission or electronic mail.

2. Information about the Seller and Buyer’s status

2.1 www.glasdon.ie is a website operated by the Seller, who is registered in England and Wales, with its registered office at Glasdon House, Preston New Road, Blackpool, Lancashire FY4 4WA.

2.2 By placing an Order through the Seller’s website, the Buyer warrants that:

- (a) they are legally capable of entering into binding contracts, whether on their own behalf or on behalf of their organisation or company; and
- (b) they are at least 18 years old.

3. Basis of Contract

3.1 After placing an Order, the Buyer will receive an e-mail acknowledging receipt and details of the Order. All Orders are subject to acceptance by the Seller, who will confirm such acceptance to the Buyer via email. The Contract will only be formed when the Seller sends the Buyer a confirmation email.

- 3.2 The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Seller in accordance with these Conditions. The Buyer will also be subject to the terms and conditions of any online payment gateway or service that they may use to place an Order through the Seller's website.
- 3.3 The Buyer warrants and undertakes to the Seller that it has the legal right to use any information and/or documents (including any intellectual property rights) provided or supplied by the Buyer to the Seller, and agrees to indemnify the Seller and keep the Seller indemnified against any claims, costs, awards, damages, interest, penalties, expenses, and losses (which includes but is not limited to both direct and indirect loss suffered by the Seller including loss of profit) arising out of, whether directly or indirectly, the Buyer's breach of any intellectual property rights in any such information and/or documents.
- 3.4 These Conditions apply to the Contract at the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4. Goods and Services

- 4.1 The Seller reserves the right to make any changes to the specification of the Goods and/or Services which are required to conform to any applicable statutory requirements (including EU requirements) and/or recommended practice, or which do not materially affect the quality or performance of the Goods and/or Services.
- 4.2 If the Buyer requests any changes to the Goods and/or Services, the Seller shall, within a reasonable time, provide a written estimate to the Buyer of:
- (a) the likely time required to implement the change;
 - (b) any variations to the Seller's charges, included but not limited to the price, arising from the change; and
 - (c) any other impact of the change on the terms of the Contract.

5. Prices and Payments

- 5.1 The price of the Goods and/or Services shall be as quoted on the Seller's website from time to time, except in cases of obvious error.
- 5.2 The Seller's website contains a large number of Good and/or Services, and it is always possible that, despite the Seller's best efforts, some of the Goods and/or Services listed may be incorrectly priced. The Seller is under no obligation to provide Goods and/or Services at an incorrect (lower) price, even after it has sent a confirmation of Order email to the Buyer.

- 5.3 Payments for all Goods and/or Services must be made at the time the Order is placed, by credit or debit card. All prices quoted by the Seller are expressed in Euros and are exclusive of Value Added Tax, which will be charged at the prevailing rate at the time of delivery.
- 5.4 Delivery is free for orders over €100 excluding VAT within Ireland. For orders under €100 excluding VAT, a small charge of €10 will be payable. For orders outside of Ireland, additional charges will apply.
- 5.5 The Seller reserves the right to adjust its prices from time to time, although this will not affect the price of Goods and/or Services ordered prior to the price adjustments.

6. Delivery

- 6.1 The Seller shall deliver the Goods to the location as set out in the Order or such other location as the parties may agree. Delivery of the Goods shall be deemed to be completed on the earlier of (i) arrival at the delivery location or (ii) the Seller putting the Order in storage in accordance with clause 6.4.
- 6.2 Any time or date of delivery stated in the Order is an estimate only and time of delivery is not of the essence. The Seller will however contact the Buyer to advise them if there is likely to be a delay, where possible. The Seller shall not be liable for any delay in delivery of the Goods if it is caused by any event beyond its reasonable control, or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.3 If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by any event beyond its reasonable control, or the Buyer's failure to provide the Seller with adequate delivery instructions or any other relevant instructions relating to the supply of the Goods.
- 6.4 If the Buyer fails to accept or take delivery of the Goods within 10 days of the Seller notifying the Buyer that the Goods are ready for delivery, then except where such failure of delivery is due to any event beyond the reasonable control of the Buyer, or due to the Seller's failure to comply with its obligations under the Contract, the Seller shall be entitled to store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
- 6.5 If 2 months after the Seller notified the Buyer that the Goods were ready for delivery the Buyer had not accepted or taken delivery of them, the Seller may resell or otherwise dispose of part or whole of the Goods.

7. Consumer Rights

- 7.1 Subject to clause 7.3, if the Buyer is contracting as a consumer, they may cancel the Contract at any time within seven working days, beginning on the day after they received the Goods. In this case, the Buyer will receive a full refund of the price paid for the Goods (if any) in accordance with the Seller's refunds policy (set out in clause 7.4 below).
- 7.2 To cancel the Contract, the Buyer must inform the Seller in Writing. The Buyer must also return the Goods to the Seller immediately, in the same condition in which the Buyer received them, and at the Buyer's own cost and risk. The Buyer has a legal obligation to take reasonable care of the Goods while they are in their possession. If the Buyer fails to comply with this obligation, the Seller may have a right of action against the Buyer for compensation.
- 7.3 The Buyer will not have any right to cancel a Contract for the supply of any Goods which have been made to the Buyer's specification, or which are personalised.
- 7.4 If the Buyer returns Goods to the Seller because it has cancelled the Contract within the seven-day cooling-off period, the Seller will process the refund due to the Buyer as soon as possible and, in any case, within 30 days of the date the Buyer gave notice of its cancellation. However, the Buyer will be responsible for the cost of returning the Goods to the Seller.
- 7.5 Applicable laws require that some of the information or communications the Seller sends to the Buyer should be in writing. When using the Seller's website, the Buyer accepts that communication with the Seller will be mainly electronic. The Seller will contact the Buyer by e-mail or provide the Buyer with information by posting notices on its website. For contractual purposes, the Buyer agrees to this electronic means of communication and the Buyer acknowledges that all contracts, notices, information and other communications that the Seller provides to the Buyer electronically comply with any legal requirements that such communication be in writing. This clause does not affect the Buyer's statutory rights.

8. Warranty

- 8.1 The Seller warrants that on delivery, and for a period of 12 months from the date of delivery, the Goods shall:
- (a) conform in all material respects with their description and any applicable specification;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality.
- 8.2 Subject to clause 8.3:
- (a) if the Buyer gives notice in Writing during the warranty period and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 8.1; and

- (b) the Seller is given a reasonable opportunity to examine the Goods
the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full (or in the case of a Buyer who is contracting as a consumer, decide themselves whether they would like a repair, replacement or refund).

8.3 The Seller shall not be liable for the Goods' failure to comply with the Warranty in clause 8.1 if:

- (a) a defect arises because the Buyer fails to follow the Seller's oral or written instructions as to storage, installation, use or maintenance of the Goods, or if there are none, good trade practice;
- (b) a defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer;
- (c) the Buyer alters or repairs such Goods without the written consent of the Seller;
- (d) a defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions by the Buyer or any other third party.

8.4 Except as provided in this clause 8, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the Warranty set out in clause 8.1.

8.5 The Seller shall provide the Services to the Buyer in accordance with any applicable specification in all material respects.

8.6 The Seller shall use all reasonable endeavours to meet any performance dates for the services specified in the Order, but any such dates shall be an estimate only, and time shall not be of the essence for the performance of the Services.

8.7 The Seller shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirements, or which do not materially affect the nature or quality of the Services, and the Seller shall notify the Buyer in any such event.

8.8 The Seller warrants to the Buyer that the Services will be provided using reasonable care and skill.

8.9 If the Buyer is contracting as a consumer, the warranties set out in this clause are in addition to their legal rights in relation to Goods which are faulty or which otherwise do not conform with these Conditions. Advice about consumer legal rights is available from Citizens Advice Bureaus or Trading Standards Offices.

9. Title and Risk

The Risk in the Goods passes to the Buyer upon delivery. Title to the Goods remains vested in the Seller until such time as the Seller has received payment in full for the Goods.

10. Termination

- 10.1 Without limiting its other rights and remedies, each party may terminate the Contract with immediate effect by giving notice in Writing to the other party if the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or a petition is filed for their winding up, or an administrator is appointed over them, or they suspend, cease or threaten to suspend or cease to carry on all or a substantial part of their business, or being an individual is the subject of a bankruptcy order or petition.
- 10.2 Without limiting its other rights and remedies, the Seller may terminate the Contract with immediate effect by giving notice in Writing to the Buyer if the Buyer fails to pay any amounts due to the Seller under the Contract by the due date for payment.

11. Limitation of Liability

- 11.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of any terms implied by section 12 of the Sale of Goods Act 1979, or section 2 of the Supply of Goods and Services Act 1982.
- 11.2 Subject to clause 11.1, the Seller shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract.
- 11.3 The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract caused by the Seller, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price of the Order.
- 11.4 Except as set out in these Conditions, all warranties, conditions or other terms implied by statute or common law, are to the fullest extent permitted by law, excluded from the Contract.

12. General

- 12.1 The Seller shall not be liable to the Buyer for any delay or failure to perform its obligations under the Contract arising as a result of an event beyond its reasonable control. If such event prevents the Seller from providing any of the Goods and/or Services for more than 8 weeks, then either party shall have the right to terminate the Contract immediately by written notice to the other.
- 12.2 Neither party shall at any time disclose to any person any confidential information concerning the business or affairs of the other party, except to those of its employees, agents, or sub contractors

as need to know such information for the purpose of meeting its obligations under the Contract, and that party shall ensure that such employees, agents, and sub contractors are subject to the obligations of confidentiality set out in this clause. This clause shall survive termination of the Contract.

- 12.3 Any notice required to be given to a party in connection with the Contract shall be in Writing, and shall be delivered the other party personally or sent by pre-paid first class post or recorded delivery to the address as set out in the Order. Any notice shall be deemed to have been received if delivered personally when left at such address, or if sent by pre-paid first class post or recorded delivery, on the second business day after posting.
- 12.4 The Seller may at any time assign, transfer, sub contract, or deal in any other manner with all or any of its rights under the Contract. The Buyer shall not, without the prior written consent of the Seller, assign, transfer, sub contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 12.5 A waiver of any rights under the Contract is only effective if it is in Writing, and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by the party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.
- 12.6 If a court, or other competent authority, finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 12.7 Any person who is not a party to the Contract shall not have any right under or in connection with it.
- 12.8 Any variation to the Contract shall only be binding if agreed in Writing between the parties.
- 12.9 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English Law, and all parties consent to the exclusive jurisdiction of the English Courts in all matters regarding it.