



## **Merlin Industrial Products Ltd**

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# Terms and Conditions

Terms & Conditions for Merlin Industrial Products Ltd

(Specifically for orders originating from Internet sites)

## 1.0 INTERPRETATION.

In these conditions the following words have the following meanings:- "you" means the person(s), firm or company who orders Products from Merlin Industrial Products Ltd "Confirmation of Order" means an e-mail sent by Merlin Industrial Products Ltd to your e-mail address as notified to Merlin Industrial Products Ltd, confirming the details of your order for Products. "Contract" means any contract between Merlin Industrial Products Ltd and you for the sale and purchase of the Products, incorporating these Conditions, excluding any contract for the delivery by Merlin Industrial Products Ltd to you of the Products. "Delivery Address" means the address notified to Merlin Industrial Products Ltd for delivery of the Products in the section in websites headed "Checkout" or via email. "Products" means any products agreed in a Contract to be supplied to you by Merlin Industrial Products Ltd "Working Day" means all days other than Saturdays, Sundays and public holidays.

## 2.0 STATUTORY RIGHTS.

2.1 These conditions do not affect your statutory rights.

## 3.0 APPLICATION OF TERMS.

3.1 Each order for Products by you from Merlin Industrial Products Ltd is an offer by you to purchase Products subject to these Conditions.

3.2 Your order is not binding on Merlin Industrial Products Ltd until Merlin Industrial Products Ltd accepts your order by sending a Confirmation of Order to you by e-mail or (if earlier) delivers your order to you.

3.3 You are responsible for ensuring that the terms of your order are complete and accurate.

## 4.0 DESCRIPTION.

4.1 The description of the Products shall be as set out on the websites. Where any Products are unavailable Merlin Industrial Products Ltd reserves the right to supply substitute products of an equivalent quality and price to those displayed on the Essentially Storage website only after prior consultation with you.

## 5.0 DELIVERY.

5.1 Merlin Industrial Products Ltd shall deliver the Products to the Delivery Address by a service contracted for the purpose.

5.2 Merlin Industrial Products Ltd will dispatch the Products to you within a reasonable number of days of its sending you an acceptance of your order.

5.3 If Merlin Industrial Products Ltd are unable to dispatch your order within the time period referred to in Clause 5.2 above you may contact us and cancel the order. In that case Merlin Industrial Products Ltd will refund any money paid by you for the Products.

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5.4 Merlin Industrial Products Ltd will not be liable for any loss, costs, damages, charges or expenses caused by any delay in the delivery of the Products.

5.5 If Products are lost before delivery Merlin Industrial Products Ltd liability shall be limited to replacing the Products within a reasonable time or issuing a refund. You must however notify Merlin Industrial Products Ltd if Products you have ordered have not been received within [30] days of your receipt of the Confirmation of Order.

#### DAMAGED PRODUCTS.

Merlin Industrial Products Ltd must be advised immediately or within 24 hours so that claims can be made against the delivery services insurances.

#### 6.0 RIGHT TO RETURN THE PRODUCTS.

6.1 You may cancel the entire Contract for any reason during the seven-day period starting on the day after you or the person to whom you have requested that the Products be sent receives the Products. In these circumstances you can obtain a refund from Merlin Industrial Products Ltd equal to the amount of the price payable under the Contract (together with any VAT thereon)(Subject to Clause 6.3). You may not cancel part of a Contract.

6.2 If you exercise the right to cancel the Contract set out in Clause 6.1 you are entitled to a refund from Merlin Industrial Products Ltd of all amounts that you have paid under the Contract (together with any VAT thereon) within 30 days of the receipt by Merlin Industrial Products Ltd of the notice of cancellation.

6.3 You must return the Products to Merlin Industrial Products Ltd at the address notified to you in the Confirmation of Order by within [3] days of giving notice of cancellation to Merlin Industrial Products Ltd. You are required to take reasonable care to ensure that the parcel, containing the Products, is received by Merlin Industrial Products Ltd. You must pay the cost of returning the Products to Merlin Industrial Products Ltd. along with a 20% (Minimum £ 20.00) Handling charge to cover restocking and paperwork amendments.

6.4 Products manufactured to order are not eligible for return.

#### 7.0 RISK.

7.1 The goods shall be the Buyers risk as from delivery.

#### 8.0 PRICE.

8.1 The price for the Products shall be the price set out on the Merlin Industrial Products Ltd website at the time when you place your order. If the Products are to be delivered to an address on the English, Welsh or Scottish mainland and the total value of your order (excluding VAT) is £150.00 or less, you may be required to pay an additional handling charge of £15.00 in addition to the price for the Products. If the Products are to be delivered to an address outside the United Kingdom you are also required to pay an additional delivery charge of an amount agreed between you and Merlin Industrial Products Ltd and set out in the Confirmation of Order.

8.2 If due to an error the price shown on the Essentially Storage website is wrong, we will inform you of the current price and give you the opportunity to cancel your order prior to delivery of the Products.

#### 9.0 PAYMENT

9.1 Payment of the price for the Products is due with your order and Merlin Industrial Products Ltd shall not be obliged to deliver any Products until the full price has been paid. Where payment is made by cheque, payment shall be deemed to be made when Merlin Industrial Products Ltd receives cleared funds for the payment.

#### 10.0 QUALITY

10.1 Merlin Industrial Products Ltd warrants that upon delivery the Products will conform to the description on the Merlin Industrial Products Ltd websites. (Errors and Omissions excepted)

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## 11.0 DATA PROTECTION

11.1 Merlin Industrial Products Ltd will process all personal data that it collects about you in accordance with the provisions of its Privacy Policy in force from time to time. No information collected will be offered to any other company under any circumstances.

## 12.0 THIRD PARTY RIGHTS

12.1 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties Act) 1999 to enforce any term of the Contract but this does not effect any right or remedy of a third party which exists or is available apart from that Act.

12.2 A person who is not a party to the contract for delivery of the Products has no right under the Contracts (Rights of Third Parties Act) 1999 to enforce a term of the contract for the delivery of the Products but this does not effect any right or remedy of a third party which exists or is available apart from that Act.

## 13.0 LAW

13.1 The Contract between you and Merlin Industrial Products Ltd shall be governed by English law and subjective to the non-exclusive jurisdiction of the English courts.