



# Terms and Conditions of Sale

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## 1. Interpretation

1.1 In these conditions:

**Buyer:** the individual, firm, company or other party with whom Nuts & Bolts Ltd contracts.

**Contract:** any contract under which Nuts & Bolts Ltd sells Goods and/or provides Services to the Buyer.

**Nuts & Bolts Ltd:** Nuts & Bolts Ltd. **Goods:** the goods which Nuts & Bolts Ltd is to supply in accordance with the Contract.

**International Supply Contract:** such a contract as is described in section 26 (3) of the Unfair Contract Terms Act 1977.

**Services:** the whole or any part of the services which Nuts & Bolts Ltd is to supply or carry out under the Contract.

1.2. Nuts & Bolts Ltd shall not be obliged to accept any order. Each order shall be deemed to be an offer by the Buyer to purchase the Goods and/or the Services subject to these conditions.

1.3. These conditions shall exclusively apply to the supply of the Goods and/or Services. Unless otherwise agreed in writing by Nuts & Bolts Ltd in the Contract any other terms of the Buyer shall not apply and are expressly rejected.

## 2. Specification

2.1. The Buyer shall be responsible to Nuts & Bolts Ltd for ensuring the accuracy and timely provision of the terms of any order and specification for Goods or Services to enable Nuts & Bolts Ltd to perform the Contract.

2.2. Where the Buyer directs Nuts & Bolts Ltd to supply Goods from outside of Nuts & Bolts Ltd's product catalogue and/or from a specific third party supplier then the Buyer shall be responsible for ensuring that such Goods comply with all applicable legally enforceable requirements.

2.3. Any sample, drawing, descriptive matter, specifications and advertising produced by Nuts & Bolts Ltd and any descriptions or illustrations contained in Nuts & Bolts Ltd's catalogues or other advertising material are produced solely to describe the Goods and/or the Services approximately and shall not form a representation or be part of the Contract.

### 3. Prices

3.1. The price for the Goods and/or the Services shall be the price set out in the Contract or in the order. If no price is set out in the Contract or in the order, the price set out in Nuts & Bolts Ltd's online published price list applicable on the date of completion of delivery shall apply.

3.2. Unless otherwise stated elsewhere within the Contract Nuts & Bolts Ltd shall be entitled to increase its prices at any time to take account of any increase in the cost to Nuts & Bolts Ltd of purchasing any goods and such increased prices at the date of despatch by Nuts & Bolts Ltd shall be substituted for the previous Contract price.

3.3. If Nuts & Bolts Ltd accepts and processes an online order where a pricing error is obvious and could reasonably have been recognised by the Buyer as a mispricing, we may cancel the order, refund the Buyer any sums paid and require the return of any Goods.

3.4. All prices quoted are exclusive of any applicable tax duties (including VAT) and other government charges which are payable by the Buyer in respect of the Goods and/or Services.

### 4. Delivery

4.1. Unless stated in the Contract or otherwise agreed in writing by Nuts & Bolts Ltd, Nuts & Bolts Ltd shall deliver the Goods by the means most convenient to Nuts & Bolts Ltd to the address or addresses specified by the Buyer at the time of placing their order. Save where otherwise specified in the Contract, Nuts & Bolts Ltd shall be entitled to add to the Contract price a reasonable charge for packaging and delivery. Off-loading shall be at the Buyer's expense and the Buyer shall provide appropriate equipment and manual labour for such off-loading. The Buyer shall provide all requisite instructions, documents, licences and authorisations required for or relevant to the delivery of the Goods and/or the Services to enable delivery to take place. Nuts & Bolts Ltd shall not be liable for any failure or delay in delivery as a result of the Buyer failing to comply with this clause 4.1 or any other condition.

4.2. If the Contract requires the Buyer to take delivery of the Goods at Nuts & Bolts Ltd's premises Nuts & Bolts Ltd shall notify the Buyer of the collection date and the Buyer shall take delivery of the Goods within 7 days of the collection date.

4.3. Nuts & Bolts Ltd will endeavour to deliver the Goods or complete the Services by any date specified in the Contract or within any period otherwise agreed upon. Such dates and periods are estimates only given in good faith and Nuts & Bolts Ltd will not be liable for any failure to deliver the Goods or carry out the Services by such a date or within such a period. Time for delivery shall not be of the essence of the Contract. Nuts & Bolts Ltd shall be entitled to defer delivery until any monies due from the Buyer have been received.

4.4. If the Buyer fails to take delivery of the Goods or fails to give Nuts & Bolts Ltd adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to Nuts & Bolts Ltd, Nuts & Bolts Ltd may at its option; (i) store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or; (ii) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price

under the Contract. The Buyer shall pay such shortfall to Nuts & Bolts Ltd within 28 days of the date of Nuts & Bolts Ltd's demand. 4.5. Any liability of Nuts & Bolts Ltd for non-delivery of the Goods shall be limited to replacing within a reasonable time, or issuing a credit note against any invoice raised for, any such Goods that were not delivered.

## **5. Risk and title**

5.1. Save in the case of International Supply Contracts (as described in clause 10) the risk in Goods shall pass to the Buyer on delivery.

5.2. Title to all goods shall be retained until all monies due are paid in full.

## **6. Payment**

The Buyer shall pay Nuts & Bolts Ltd's invoices within 30 days of the end of month of the invoice date of the relevant invoice. Time for payment shall be of the essence of the Contract.

## **7. Failure to pay**

7.1. If there is an intervening event (as defined in clause 7.2) Nuts & Bolts Ltd may defer or cancel any further deliveries of Goods and/or Services, stop any Goods in transit, terminate the provision of any Supply System and/or Stocked Goods and treat the Contract as terminated but without prejudice to its rights to the full purchase price for Goods delivered and Services performed and damages for any loss suffered in consequence of such termination.

7.2. An intervening event shall be any of the following, (i) failure by the Buyer to make any payment when it becomes due; (ii) breach by the Buyer of any of the terms or conditions of the Contract; (iii) the Buyer's proposal for or entry into any composition or arrangement with creditors; (iv) the presentation against the Buyer of any Petition for a Bankruptcy Order, Administration Order, Winding-Up Order, or similar process; (v) the appointment of an Administrative Receiver or Receiver in respect of the business or any part of the assets of the Buyer; (vi) Nuts & Bolts Ltd forming the reasonable opinion that the Buyer has become or is likely in the immediate future to become unable to pay his, her or its debts (adopting, in the case of a Company, the definition of that term set out in Section 123 of the Insolvency Act 1986).

## **8. Limitation of liability**

8.1. Nuts & Bolts Ltd will have no liability for damage in transit, shortage of delivery or loss of Goods unless the Buyer shall have given to Nuts & Bolts Ltd written notice of such damage, shortage or loss with reasonable particulars thereof within 7 days of receipt of the Goods or (in the case of total loss) of receipt of the invoice or other notification of despatch. Nuts & Bolts Ltd's liability, if any, shall be limited to replacing or (in its discretion) repairing such Goods.

8.2. Subject to clause 8.6, Nuts & Bolts Ltd shall have no liability to the Buyer in the event of any negligence or wilful default on the part of its servants or agents in or in connection with the supply of any Goods or the design or manufacture or in the carrying out of any Services. Nuts & Bolts Ltd will have no liability to the Buyer, whether arising on contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, for any loss of profit, loss of business, depletion of goodwill or for any indirect or consequential loss whatsoever arising out of or in connection with the Contract.

8.3. Save as otherwise provided in these conditions Nuts & Bolts Ltd's liability in respect of any defect in or failure of Goods is limited to:

8.3.1. replacing or (in its discretion) repairing or paying for the repair or replacement of such Goods which, (in the case of defects apparent upon inspection) within 21 days of delivery and (in the case of defects not so apparent) within 12 months of delivery to the Buyer are found to be defective or fail or are unable to perform in accordance with the Contract by reason of faulty or incorrect design workmanship parts or materials; 8.3.2. in the event of any error in any description which has formed a representation or is part of a Contract then Nuts & Bolts Ltd's liability in respect of any direct loss or damage sustained by the Buyer as a result of such error shall not exceed the price of the Goods in respect of which the description is incorrect.

8.4. Nuts & Bolts Ltd shall honour the terms of any guarantee provided by the third party manufacturer of which the Buyer has the benefit by virtue of it having purchased such Goods provided always that the Buyer shall have complied with all and any terms imposed by the manufacturer's guarantee.

8.5. Where Nuts & Bolts Ltd agrees to repair or replace Goods in accordance with the provisions of this clause 8 or otherwise any time specified for delivery under the Contract shall be extended for such period as Nuts & Bolts Ltd may reasonably require. 8.6. Nothing in these conditions shall limit or exclude the liability or remedy of either party for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors; (ii) for fraud or fraudulent misrepresentation; (iii) for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979; or (iv) for any act, omission or matter, liability for which may not be legally excluded or limited. All other conditions, warranties and other terms express or implied, statutory or otherwise are expressly excluded.

## **9. Cancellation and returns**

9.1. Nuts & Bolts Ltd may allow an order for Goods to be cancelled where there is no fault with the Goods. This is subject to Nuts & Bolts Ltd recovering from the Buyer the costs incurred by Nuts & Bolts Ltd, and may be subject to a processing charge other than due to defects covered under clause 8.3.

9.2. The Buyer shall not have a right to cancel (other than with the prior written consent of Nuts & Bolts Ltd) in respect of: (i) Goods sealed for health protection or hygiene purposes, once these have been unsealed after receipt by the Buyer; (ii) any Goods which become mixed inseparably with other items after their delivery; (iii) noncatalogue and/or specially ordered Goods; or (iv) any Goods which have less than 180 days remaining on any "use by" date printed on such Goods and/or as otherwise notified to the Buyer by Nuts & Bolts Ltd.

9.3. The Buyer may only return Goods to Nuts & Bolts Ltd, and receive a credit or refund or replacement on the following conditions:

9.3.1. the Buyer has contacted Nuts & Bolts Ltd to obtain a returns reference number; 9.3.2. the return must be made within 30 days of the date of delivery or collection of such Goods;

9.3.3. the Goods must be returned to Nuts & Bolts Ltd in their original condition and packaging and in a condition which will enable them to be immediately fit for re-sale; 9.3.4. the Goods must be returned to Nuts & Bolts Ltd adequately packed and clearly labelled to an address specified by Nuts & Bolts Ltd at the Buyer's expense; and 9.3.5. the Buyer must quote the returns reference number on the parcel being returned.

9.4. Nuts & Bolts Ltd shall have the right to terminate any order at any time in writing to the Buyer if: (i) the Buyer does not make any payment to Nuts & Bolts Ltd when it is due and the Buyer still does not make payment within 14 days of notice of such overdue payment by Nuts & Bolts Ltd; (ii) the Buyer does not, within a reasonable time of the Buyer requesting for it, provide Nuts & Bolts Ltd with information that is necessary for Nuts & Bolts Ltd to provide the Goods; (iii) the Buyer does not, within a reasonable time, allow Nuts & Bolts Ltd to deliver the Goods to the Buyer or collect them from Nuts & Bolts Ltd or allow Nuts & Bolts Ltd access to your premises to supply the Services; or (iv) Nuts & Bolts Ltd is unable to source the Goods from its suppliers. 9.5. If Nuts & Bolts Ltd terminates the Contract in accordance with clause 9.3, Nuts & Bolts Ltd shall refund any payment by the Buyer made in advance for Goods Nuts & Bolts Ltd has not provided.

## 10. Export

In addition to these conditions, the export by Nuts & Bolts Ltd of Goods are subject to the additional export terms located at the bottom of the website in the links.

To the extent there is a conflict between these conditions and the Additional Export Terms, the Additional Export Terms will apply.

## 11. General

11.1. The laws and courts of the United Kingdom shall apply to the Contract.

11.2. Buyer is aware that Nuts & Bolts Ltd's business practices prohibit bribery and corrupt behaviour in any form. Buyer shall comply with all laws that relate to money laundering, terrorism, commercial or official bribery, or dealing with government officials, as well as all other applicable laws and regulations. Further, Buyer shall not offer or provide anything of value (e.g., gifts, loans, travel, entertainment, or any other similar benefit) either directly or indirectly to any government official for the purpose of influencing any act or decision by such official. Buyer shall not pay a gratuity, bribe or inducement to any government official, even if it appears customary or consistent with prevailing business practices. Buyer represents, warrants, and covenants that: (a) neither it, nor any of its owners, officers or directors, or any key personnel have been convicted of a felony or debarred from the practice of a profession based on an offense involving bribery, fraud or corruption; (b) none of its owners, officers or directors, or any key personnel, is a public official, official of a political party or candidate for political office, and Buyer will inform Nuts & Bolts Ltd of any change in such status; (c) it has not made any improper payment to a public official, political

party, or candidate in connection with Nuts & Bolts Ltd or the Contract, or to obtain or retain business; and (d) it will disclose to Nuts & Bolts Ltd any subcontractors or third parties that will perform any of Buyer's obligations in connection with the Contract.

11.3. Nuts & Bolts Ltd may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.

11.4. If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a void provision), such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.

## **Clauses 12-15 apply if Nuts & Bolts Ltd supplies Goods to a Consumer**

### **12. Summary of Consumer Rights**

12.1. This clause 12 shall only apply where the Buyer is a Consumer under these conditions.

12.2. Nuts & Bolts Ltd is under a legal duty to supply Goods that are in conformity with this Contract. Nothing in these conditions will affect your legal rights.

12.3. For the purposes of these conditions, Consumer means a natural person (i.e., a human being) who is acting for purposes other than his or her trade, business or profession.

12.4. This is a summary of a Consumer's key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

12.5. The Consumer Rights Act 2015 says the Goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Consumer's product, its legal rights entitle the Consumer to the following:

- up to 30 days: if the goods are faulty, then the Consumer can get an immediate refund;
- up to six months: if the Goods can't be repaired or replaced, then the Consumer is entitled to a full refund, in most cases;
- up to six years: if the Goods do not last a reasonable length of time, the Consumer may be entitled to some money back.

### **13. Right to cancel where Buyer is a Consumer**

For most Goods bought online, the Buyer shall have a legal right to cancel the order for any reason within 14 days and receive a full refund in accordance with the Consumer Contracts Regulations 2013.

## **14. Return of rejected Goods where Buyer is a Consumer**

If the Consumer wishes to exercise their legal rights to reject Goods you must either return them in person to where you bought them, post them back to Nuts & Bolts Ltd or (if they are not suitable for posting) allow Nuts & Bolts Ltd to collect them from you. In respect of returns please call Nuts & Bolts Ltd customer services.

## **15. Limitation of liability where Buyer is a Consumer**

Where the Consumer is not acting in the course of a business, or is not a business entity, Nuts & Bolts Ltd shall not exclude or limit in any way its liability to the Consumer where it would be unlawful to do so. This includes liability for death or personal injury caused by Nuts & Bolts Ltd's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Consumer's legal rights in relation to the Goods as summarised in clause 12.

## **16. Repairs**

16.1 Warranty – If a machine / tool is under warranty then we require the customer to provide us with documentation to cover the warranty period and the extended warranty certificate where applicable.

16.2 If the item is under warranty, this must be disclosed to us when you hand over the item, failure to do so may mean that we are unable to repair the item under this warranty and the service would be chargeable.

16.3 In the event that we are unable to obtain manufacturers approval to a repair under warranty, an estimate will be provided for the cost of the repair prior to the parts being ordered and fitted.

16.4 Unless specifically agreed in writing, all work is agreed on an estimate basis.

16.5 Unless specifically agreed in writing, time for completion of any work is not essential and we do not take any responsibility for the length of time parts take to obtain from the manufacturer.

16.6 Any estimate is based on the costs of labour and materials relevant at this date and the Company reserves the right to alter the charges to meet any variations, whether due to increase in materials or increased cost from any other cause outside of the Company reasonable control.

16.7 Should any additional work or materials be found necessary in the course of these repairs or subsequent testing, it will be necessary to make an extra charge. Where this additional work involves a substantial increase in the amount estimated, a supplementary estimate will be submitted for acceptance.

16.8 The quotes will be carried out as follows –

- a) Machine will be disassembled to ascertain fault.
- b) A quote will be put together to list parts and labour charge.
- c) If quote is accepted, the parts will be ordered and fitted.
- d) If a quote is declined, machine will be returned disassembled.

e) If you require machine to be reassembled, then a £20.00 + vat charge will be added for labour.

f) In some circumstances this service will not be applicable i.e. if the machine is deemed unsafe.

16.9 All tools repaired or unrepaired, that are not collected within 3 months, will be recycled at our discretion.