

# ECOR PRO TERMS & CONDITIONS

## Terms of Sale of Ecor Pro

PLEASE READ THESE TERMS & CONDITIONS OF SALE CAREFULLY BEFORE PLACING AN ORDER FOR ANY GOODS. YOU ARE ADVISED TO PRINT AND RETAIN THEM FOR YOUR RECORDS.

By placing an Order and purchasing goods from Ecor Pro B.V. you enter into a legally binding agreement with us on the following Conditions. You should read and understand these Conditions because they affect your rights and liabilities.

These are the Standard Terms & Conditions of Sale of Ecor Pro B.V. located at Anton Philipsweg 9-11, 1422 AL Uithoorn, The Netherlands, also trading as 'Naomi Grills B.V. & affiliated distributors & retailers of air control and catering equipment. Company Registration No NL820669933, also trading as Ecor Pro Limited, PO Box 778, Newcastle England, NE27 0BJ, United Kingdom registered company number 04995589 ("the Seller", "We" or "Us") for certain products as set out in the pages on this site ("the Goods"). Subject to the provisions of Clause 4.2 below, the price of the Goods the delivery charges and Value Added Tax where applicable is set out on the Order Form. Whilst every effort is made to deliver the Goods in accordance with the time-scales set out for delivery in the relevant pages, we do not accept any liability for late delivery of the Goods and your attention is drawn to the provisions of Clause 6 below.

In accordance with the provisions of the Consumer Protection (Conclusion of a Contract at a Distance) Regulations 2000, you have the right to withdraw from this transaction. Details of your right to withdraw will be sent to you with the Goods when they are delivered and can be found in Clause 9 below. [PLEASE NOTE THAT THE RIGHT TO WITHDRAW FROM THE CONTRACT DOES NOT APPLY IN RESPECT OF ANY AUDIO OR VIDEO RECORDINGS OR COMPUTER SOFTWARE WHICH HAVE BEEN OPENED BY YOU.]

We reserve the right, at our discretion, to change, modify, add, or remove portions of these Conditions at any time. Please check these Conditions periodically for changes.

THESE CONDITIONS DESCRIBE THE BASIS FOR PURCHASE BY YOU AND SALE BY US OF THE PRODUCTS DESCRIBED ON THIS WEB SITE.

### • 1. Interpretation

o 1.1 In these Conditions:

- o 'Conditions' means the standard Terms and conditions of sale set out in this document;
- o 'Contract' means the contract for the sale of the Goods;
- o 'Payment Card' means the credit or debit card or other payment system chosen by you to be used as the method of payment for the Goods of which you have provided details to us when placing the Order;
- o 'Delivery Area' means throughout Europe & the rest of the World.

- o 'Goods' which you have ordered including any installment of the goods or any parts for them which are available for purchase from Us in accordance with the Conditions;
- o 'Information System' means a system for generating, sending, receiving, storing or otherwise processing electronic communications;
- o 'Order' means any order placed by you with us for the supply of Goods;
- o 'Order Form' means the electronic order form completed and submitted electronically by you or in writing and communicated by post, fax or other;
- o Pro forma Invoice means is the document that states a commitment from Us to sell goods to the buyer at specified prices and terms. It is used to declare the value of the trade and is used to pay monies against before receipt of goods is given whether ex-warehouse or an agreed delivery basis.
- o 'Regulations' means the Consumer Protection (Distance selling) Regulations 2000;
- o 'Web Site' means our presence on the world wide web, currently accessible via the address <http://www.ecorproducts.com/>
- o Reference to any statute or statutory provisions shall be deemed to include any statutory modifications or re-enactments thereof or any rules or regulations made there under or any enactment repealing and replacing the act referred to.
- o 1.2 Unless the context otherwise requires:-
  - o 1.2.1 words importing the singular shall include the plural and vice versa;
  - o 1.2.2 words importing the masculine gender shall include the feminine gender and vice versa;
  - o 1.2.3 references to persons shall include bodies of persons whether corporate or incorporate.
- o 1.3 Unless the context otherwise requires references to clauses shall be construed as references to clauses of these Conditions.
- o 1.4 Headings are inserted for convenience only and shall not affect the construction or interpretation of these Conditions.

## • 2. Basis of the sale

- o 2.1 We shall sell to you and you shall purchase only those Goods which you have set out in an Order and which have been accepted by us. We reserve the right to reject any Order. Each such sale of Goods will be subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any Order is made or purported to be made by you.
- o 2.2 No Order submitted by you shall be deemed to be accepted by us unless and until confirmed by e-mail or in writing by us.
- o 2.3 No variation to these Conditions shall be binding upon us unless and until agreed by e-mail or in writing by us.
- o 2.4 Any advice or recommendation given on this web site or otherwise given by us or any of our employees or agents to you as to the storage, application or use of the Goods is followed or acted upon entirely at your own risk, and accordingly we shall not be liable for any such advice or recommendation.
- o 2.5 Any typographical, clerical or other error or omission on any page of this web site or in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part.

### • 3. Orders

- o 3.1 The quantity, quality and description of the Goods will be those set out in your Order (if accepted by us).
- o 3.2 Orders are accepted at our sole discretion but are normally accepted if the Goods are available, the order reflects current pricing, you are based in the Delivery Area and your payment or payment method is authorised for the transaction.
- o 3.3 Ecor Pro B.V. is entitled to withdraw from any contract in the case of obvious errors or inaccuracies regarding the Goods appearing on our website.
- o 3.4 You shall be responsible for ensuring the accuracy of the terms of any Order submitted by you, and for giving us any necessary information relating to the Goods within a sufficient time to enable us to perform the Contract in accordance with its terms.
- o 3.5 The quantity, quality and description of and any specification for the Goods shall be those set out in the relevant pages of this site.
- o 3.6 We reserve the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or where any particular Good is unavailable to substitute for the Goods ordered other Goods which are substantially similar in nature and price.

### • 4. Price of the goods

- o 4.1 The price of the Goods shall be the price set out on the relevant current price list available by email or listed on the internet. We reserve the right to change the prices provided that if we accept an order from you the price for the goods will be the price set out in the relevant price list at the time the order is placed and confirmed by us. Offers and discount prices are time limited and will only be valid if an order is placed whilst the offer or discount price is shown as available.
- o 4.2 If the price of the Goods increases between the date we accept your Order and the delivery date, we will let you know and ask you to confirm [by e-mail/in writing] that the new price is acceptable. If it is not acceptable then you will, of course, have the option of cancelling the order.
- o 4.3 In addition to the price of the Goods you will be liable to pay our charges for transport, packaging and insurance as shown on the Order Form.
- o 4.4 The total price is inclusive of any applicable value added tax.
- o 4.5 The price ruling is the price payable at the time of confirmation of the order in the validity period usually 30 days unless stated otherwise.

### • 5. Terms of payment

- o 5.1 Upon providing you with details price for the product payment in the form of a Pro forma Invoice payment must be made before any collection or delivery of goods can be made. Should it be agreed the goods be sold on the basis of collection of monies via trade account, then the level of credit limit given will be decided upon by Us. Should there be a delay of payment on the trade account we reserve the right to recoup any interest on monies not paid after the said due date at a rate of 10% per annum above the country base rate pro rata the number of days payment is late:
  - o 5.1.1 confirm and undertake that the information contained within the Order is true and accurate and that you are duly authorized to use the Payment Systems agreed; and
  - o 5.1.2 authorize us to deduct by legal means or other, funds and costs relating to none

payment of Invoices from any monies paid.

- o 5.2 The deduction of monies from your Trade Account does not mean that we have accepted your order nor does it mean that a contract has been formed between us. In the event that we reject your order we will credit your Trade Account.

- o 5.3 If it is not possible to obtain full payment for the Goods from your account, we can cancel the Order or suspend any further deliveries to you. This does not affect any other rights we may have.

- o 5.4 Where Goods are returned by you in accordance with your rights under the provisions of Clause 9, we shall credit the Payment Card with the appropriate amount.

- o 5.5 We will take all reasonable care to keep all information connected with your order secure but we cannot be held liable for any loss that you may suffer if a third party obtains unauthorized access to any data, including credit and account details you provide when accessing or ordering from this Web Site, unless this is solely due to our negligence.

## • 6. Delivery

- o 6.1 Delivery of the Goods shall be made by us or our carrier to the address for delivery shown in the Order Form. It is important that this address is accurate. Please be precise about where you would like the Goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the Goods once they have been delivered in accordance with your delivery instructions and have been signed for as received in good condition.

- o 6.2 Whilst every effort will be made to ensure that any Goods ordered are delivered within the period specified for delivery of such goods on the relevant page and subject to our obligations under the Regulations, any dates quoted for delivery of the Goods are approximate only and we shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract. The Goods may be delivered by us in advance of the estimated delivery date. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

- o 6.3 The Goods may at our discretion be delivered in installments. Each delivery shall constitute a separate contract and failure by us to deliver any one or more of the installments in accordance with these Conditions or any claim by you in respect of any one or more installments shall not entitle you to treat the Contract as a whole as repudiated.

- o 6.4 If we fail to deliver the Goods (or any installment) for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly liable to you, our liability shall be limited to the price of the Goods.

- o 6.5 If you fail to take delivery of the Goods or fail to give us adequate delivery instructions then, without prejudice to any other right or remedy available to us, we may cancel the Contract and refund to you the price of the goods less the cost of their delivery and the cost of their being returned to us.

## • 7. Risk and property

- o 7.1 Risk of damage to or loss of the Goods shall pass to you at the time of delivery when the goods are signed for or, if you wrongfully fail to take delivery of the Goods, the time when we or our carrier has tendered delivery of the Goods.

- o 7.2 Subject to the provisions of clause 9 and notwithstanding delivery and the passing of

risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to you until we have received in cash or cleared funds payment in full of the price of the Goods. [Goods supplied to you are not for resale.]

## • 8. Warranties and liability

- o 8.1 Your statutory rights are not affected by these Conditions.
- o 8.2 Any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by you) be notified to the Company within 3 working days from the date of delivery. If delivery is not refused, and you do not notify us accordingly, you shall not be entitled to reject the Goods and we shall have no liability for such defect or failure, and you shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- o 8.3 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods is notified to us in accordance with these Conditions, we shall be entitled to replace the Goods (or the part in question) free of charge or, at our sole discretion, refund to you the price of the Goods (or a proportionate part of the price), but we shall have no further liability to you.
- o 8.4 Our warranty terms apply to the UK mainland only. Outside of this area goods will be purchased with bought out warranty. In the event of undue product failure please contact us immediately to look at the best way to rectify any situation.
- o 8.5 EXCEPT IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, WE SHALL NOT BE LIABLE TO YOU BY REASON OF ANY REPRESENTATION (UNLESS FRAUDULENT), OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW, OR UNDER THE EXPRESS TERMS OF THE CONTRACT, FOR ANY LOSS OF REVENUE OR PROFITS; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL OR INJURY TO REPUTATION; LOSS OF BUSINESS OPPORTUNITY; LOSSES SUFFERED BY THIRD PARTIES; OR ANY OTHER INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGE REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), WHICH ARISE OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE GOODS OR THEIR USE OR RESALE BY YOU, AND OUR ENTIRE LIABILITY UNDER OR IN CONNECTION WITH THE CONTRACT SHALL NOT EXCEED THE PRICE OF THE GOODS, EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS & IN ACCORDANCE WITH EUROPEAN LAW.
- o 8.6 SUBJECT TO OUR OBLIGATIONS AND YOUR RIGHTS UNDER THE REGULATIONS, WE SHALL NOT BE LIABLE TO YOU OR BE DEEMED TO BE IN BREACH OF THE CONTRACT BY REASON OF ANY DELAY IN PERFORMING, OR ANY FAILURE TO PERFORM, ANY OF OUR OBLIGATIONS IN RELATION TO THE GOODS, IF THE DELAY OR FAILURE WAS DUE TO ANY CAUSE BEYOND OUR REASONABLE CONTROL.
- o 8.7 We assume no responsibility for the contents of any other web sites to which this Web Site has links.

## • 9. Right of Withdrawal (Consumers Only)

- o 9.1 Subject to the provisions of clause 9.3 you shall have a period of up to 14 days after the date on which you have received the Goods to withdraw from the Contract. The act



considered to be buyer's remorse. At the discretion of us we have the right to charge a fee of 15% of the transaction as restocking fee and also if collected by Us the cost of the transport for the return of goods. Subject to the provisions of Clause 9.4, you shall be responsible for payment of the direct costs in returning the Goods to us in the same packaging the goods were originally sent in. We shall be entitled to deduct from any refund for the Goods any cost of repackaging, restocking, usage and wear & transport back to Us to a maximum of 50% of the value of goods plus transport charge.

- o 9.2 The right to withdraw from the Contract does not affect any of your statutory rights.

- o 9.3 The right to withdraw from the Contract does not apply in respect of any audio or video recordings or computer software which have been opened by the Customer.

- o 9.4 In the event that we supply substituted Goods to you in accordance with the provisions of Clause 2, your right of withdrawal is as set out as above except that the cost of returning the Goods shall be borne by us.

- o 9.5 In the event of buyer

## • 10. Communications

- o 10.1 Any communication sent electronically by e-mail or otherwise:

- o 10.1.1 will be deemed to have been sent once it enters an Information System outside the control of the originator of the message;

- o 10.1.2 will be deemed to have been received by the intended recipient at the time that in a readable form it enters an Information System which is capable of access by the intended recipient;

- o 10.1.3 will be deemed to have been dispatched in the case of a business at its principal place of business and in the case of an individual where he or she ordinarily resides;

- o 10.1.4 will be deemed to have been received in the case of a business at its principal place of business and in the case of an individual where he or she ordinarily resides.

## • 11. General

- o 11.1 Any communication sent by post will be deemed received by the intended recipient three days following mailing where sent by first class post or five days after mailing where sent by second class post.

- o 11.2 No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

- o 11.3 No term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a party to the Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

- o 11.4 If any provision of these Conditions is held by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction in whole or in part, it will not affect the validity or enforceability of the other provisions of these Conditions and the remainder of the provision in question shall not be affected nor will it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

- o 11.5 The Contract shall be governed by the laws of The Netherlands, and you agree to submit to the exclusive jurisdiction of the Dutch courts.

- o 11.6 The headings in these Conditions are for convenience only and will not affect their interpretation.