

FORT MERCHANTING TERMS AND CONDITIONS: BUSINESS CUSTOMERS

1. INTERPRETATION

1.1 Definitions:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 11.6.

Contract: the contract between Fort Merchanting and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from Fort Merchanting.

Force Majeure Event: has the meaning given in clause 0.

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

Order: the Customer's order for the Goods, (such orders may be the Customer's acceptance of Fort Merchanting's quotation, the Customer's purchase order form, Fort Merchanting's order form or verbally as the case may be).

Portal: an online internet platform that allows the Customer to view invoices and delivery notes.

Special Order: the Customer's order for the Goods where Fort Merchanting does not hold the Goods in stock. The Customer will be made aware that their order is a Special Order in the order form.

Specification: any specification for the Goods that is agreed in writing by the Customer and Fort Merchanting.

Fort Merchanting: FORT MERCHANTING LIMITED (registered in England and Wales with company number 10623748).

1.2 Interpretation

(a) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(c) A reference to **writing** or **written** includes faxes and emails.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 The Order shall only be deemed to be accepted when Fort Merchanting issues a written acceptance of the Order, confirms acceptance on the telephone with the Customer or when the Goods are tendered for delivery at which point the Contract shall come into existence.

2.4 Where the Customer places a Special Order it cannot be cancelled once it has been placed.

2.5 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.6 Any samples, drawings or advertising produced by Fort Merchanting and any illustrations contained in Fort Merchanting's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.7 A quotation for the Goods given by Fort Merchanting shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue unless otherwise stated.

2.8 Where an Order is placed by the Customer via the telephone, Fort Merchanting reserves the right to record the telephone call in order to ensure accuracy and completeness of the Order.

2.9 The Customer may opt to have all contractual documentation (including orders, delivery notes and invoices) uploaded to the Portal instead of being sent to it by Fort Merchanting. The Customer's opt-in in the Portal shall be deemed to be the Customer's consent to this form of communication.

2.10 This Contract is divisible. Each delivery made hereunder:

(a) shall be deemed to arise from a separate Contract; and

(b) shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect of default in the delivery of any other instalment.

3. GOODS

3.1 The Goods are described in the Order which may link to Fort Merchanting's catalogue as modified by any applicable Specification.

3.2 Fort Merchanting reserves the right to amend the Specification if it is unable to source the specific items referenced in the Order or required by any applicable statutory or regulatory requirements.

3.3 Where Fort Merchanting is unable to source the Goods in accordance with the Order, Fort Merchanting shall be entitled to cancel the Order without obligation to the Customer.

DELIVERY

4.1 Fort Merchanting shall ensure that:

(a) either each delivery of the Goods is accompanied by a freight note and, where the Customer has opted to receive updates via the Portal, a delivery note will be uploaded to the portal.

(b) if Fort Merchanting requires the Customer to return any packaging materials to Fort Merchanting, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Fort Merchanting shall reasonably request. Returns of packaging materials shall be at Fort Merchanting's expense.

4.2 Fort Merchanting shall deliver the Goods to the kerbside at the location specified in the Order (**Delivery Location**) at any time after Fort Merchanting notifies the Customer that the Goods are ready.

4.3 Further to clause 4.2 above, where it is agreed that the Delivery Location will be any place other than at the kerbside, the Customer agrees that delivery is at its own risk, and agrees to fully indemnify Fort Merchanting for any and all damage to the Customer's or a third party's property caused by Fort Merchanting or Fort Merchanting's agents in making the delivery.

4.4 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

4.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Fort Merchanting shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Fort Merchanting with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 Where Fort Merchanting has agreed a time for delivery with the Customer, in the event that a delay is caused by the Customer such that Fort Merchanting is unable to deliver at the agreed time (**Customer Delay**), the following will apply:

(a) Fort Merchanting reserves the right to charge the Customer a supplemental fee in its full discretion for the time spent waiting (**Demurrage Charge**);

(b) where there is a wait of 30 minutes or more, Fort Merchanting may decide in its full discretion to leave and deliver on a different date to be agreed with the Customer; and

(c) where Fort Merchanting is subject to a Demurrage Charge from its suppliers, contractors or any other third party, this will be passed on to the Customer, who agrees to pay it in full.

4.7 If Fort Merchanting fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Fort Merchanting shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Fort Merchanting with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.8 If the Customer fails to accept delivery of the Goods within three Business Days of Fort Merchanting notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Fort Merchanting's failure to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 9:00 am on the third Business Day after the day on which Fort Merchanting notified the Customer that the Goods were ready; and

(b) Fort Merchanting shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.9 If 10 Business Days after the day on which Fort Merchanting notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Fort Merchanting may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.10 Fort Merchanting may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.11 Fort Merchanting reserves the right to take photographic evidence of delivery and condition of Goods at delivery.

5. QUALITY

5.1 The Customer acknowledges that Fort Merchanting does not manufacture the Goods and as such cannot offer a standard warranty as to quality of the Goods. However Fort Merchanting shall use all reasonable endeavours to transfer the benefit of any manufacturer warranty or guarantee relating to the Goods to the Customer.

5.2 If the Goods have been damaged by Fort Merchanting on delivery, the Customer shall give notice in writing to Fort Merchanting that some or all of the Goods are damaged within three days of delivery Fort Merchanting shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 If Clause 5.2 above does not apply and the Customer gives notice in writing to Fort Merchanting during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the manufacturers warranty:

(a) Fort Merchanting is given a reasonable opportunity of examining such Goods; and

(b) the Customer (if asked to do so by Fort Merchanting) returns such Goods to Fort Merchanting's place of business at the Customer's cost, Fort Merchanting shall, at its option, use its reasonable efforts to facilitate a warranty claim with the manufacturer of the Goods.

5.4 Except as provided in this clause 5, the Customer shall not be entitled to terminate the Contract and/or return any of the Goods unless it is so agreed in advance and in writing with Fort Merchanting, in which case it will be at the Customer's cost. Fort Merchanting drivers will not take returns unless they have a prior approved returns note.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by Fort Merchanting.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

(a) Fort Merchanting receives payment in full (in cash or cleared funds) for the Goods and any other goods that Fort Merchanting has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; and

(b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Fort Merchanting's 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;

(d) notify Fort Merchanting immediately if it becomes subject to any of the events listed in clause 8.1; and

(e) give Fort Merchanting such information relating to the Goods as Fort Merchanting may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Fort Merchanting receives payment for the Goods. However, if the Customer resells the Goods before that time:

(a) it does so as principal and not as Fort Merchanting's agent; and

(b) title to the Goods shall pass from Fort Merchanting to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy Fort Merchanting may have:

(a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

(b) Fort Merchanting may at any time: (i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in Fort Merchanting's published price list in force as at the date of delivery.

7.2 Fort Merchanting may, by giving notice to the Customer at any time up to 10 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond Fort Merchanting's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give Fort Merchancing adequate or accurate information or instructions.

7.3 The price of the Goods:

(a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Fort Merchancing at the prevailing rate, subject to the receipt of a valid VAT invoice; and

(b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer

7.2 Subject to clause 7.5 Fort Merchancing will invoice the Customer for the Goods on or at any time after the completion of delivery. Where the Customer has agreed to receive updates to the Portal, the invoice will also be uploaded to the Portal.

7.3 Unless Fort Merchancing has agreed credit terms with the Customer, Fort Merchancing shall invoice the Customer prior to delivery and such invoice shall be due immediately upon receipt. Delivery shall not be made until payment is received. The Customer shall pay the invoice in full and in cleared funds in accordance with the payment terms agreed in writing between the parties.

7.4 Payment shall be made to the bank account nominated in writing by Fort Merchancing. Time for payment is of the essence.

7.5 If the Customer fails to make any payment due to Fort Merchancing under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4.0% per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Fort Merchancing may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Fort Merchancing to the Customer.

8. TERMINATION

8.1 Without limiting its other rights or remedies, Fort Merchancing may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within five days of that party being notified in writing to do so;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates to such an extent that in Fort Merchancing's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.2 Without limiting its other rights or remedies, Fort Merchancing may suspend provision of the Goods under the Contract or any other contract between the Customer and Fort Merchancing if the Customer becomes subject to any of the events listed in clause 0 to clause 0, or Fort Merchancing reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

8.3 Without limiting its other rights or remedies, Fort Merchancing may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to Fort Merchancing all of Fort Merchancing's outstanding unpaid invoices and interest. Where Fort Merchancing incurs any costs related to the recovery of any outstanding unpaid invoices, these costs shall be passed on to the Customer.

8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9. LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude Fort Merchancing's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its 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;

(d) defective products under the Consumer Protection Act 1987; or

(e) any matter in respect of which it would be unlawful for Fort Merchancing to exclude or restrict liability.

9.2 Subject to clause 9:

(a) Fort Merchancing shall under no circumstances whatsoever be liable to the Customer, 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 the Contract; and

(b) Fort Merchancing's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

10. FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for two months, the party not affected may terminate this Contract by giving 60 written notice to the affected party.

11. GENERAL

11.1 Assignment and other dealings.

(a) Fort Merchancing may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Fort Merchancing.

11.2 Confidentiality.

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 0.

(b) Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to

whom it discloses the other party's confidential information comply with this Clause 11.2; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement. For the avoidance of doubt, this applies to any communications regarding quotations or prices received by the Customer from Fort Merchancing, which must not be shared with a third party at any time.

11.3 Entire agreement.

(a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

11.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.7 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 0; if sent by pre-paid first class post or other next working day delivery service, at 9:00 am on the two Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.8 Third party rights. No one other than a party to this Contract shall have any right to enforce any of its terms.

11.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

11.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

OUR TERMS AND CONDITIONS APPLICABLE TO CONSUMERS ONLY

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply products to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Fort Merchunting Limited a company registered in England and Wales. Our company registration number is 10623748 and our registered office is at Manufactory House, Bell Lane, Hertford, Hertfordshire, SG14 1BP. Our registered VAT number is 324 0573 30.

2.2 How to contact us. You can contact us by telephoning our customer service team at 01488 505800 or by writing to us at office@fort-m.com and Manufactory House, Bell Lane, Hertford, Hertfordshire, SG14 1BP. Please note that all calls are monitored for training and monitoring purposes.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we write to you to accept it or when we confirm in a call that we accept it, at which point a contract will come into existence between you and us. Where an order is placed by telephone we reserve the right to record the telephone call for training and monitoring purposes.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and inform you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 This contract is divisible. Each delivery made hereunder: (a) shall be deemed to arise from a separate contract; and (b) shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect of default in the delivery of any other instalment.

4. OUR PRODUCTS

4.1 Products may vary slightly from their pictures. The images of the products in our brochure and on our website are for illustrative purposes only. Although we have made every effort to ensure the colours are accurately represented there may be minor variations and we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images in our brochure and on our website.

4.3 Making sure your measurements are accurate. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see Clause 8), Your rights to end the contract).

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the products. We may change the product:

(a) to reflect changes in relevant laws and regulatory requirements; and (b) to implement minor technical adjustments and improvements. These changes should not affect your use of the product.

6.2 More significant changes to the products and these terms. In addition, as we informed you in the description of the product in our brochure and on our website, we may make the following changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received:

(a) substitute the product described in our brochure for another product which is materially similar to the one advertised in features and specification (although may have aesthetic differences).

7. PROVIDING THE PRODUCTS

7.1 Delivery costs. The costs of delivery will be as notified to you when you place your order.

7.2 When we will provide the products. During the order process we will let you know when we will provide the products to you. We will deliver the products to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

7.3 We are not responsible for delays outside our control. If our supply of the products 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. Provided we do this 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 products you have paid for but not received.

7.4 Collection by you. If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours (available on our website).

7.5 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be delivered in your absence we will contact you to rearrange delivery which may incur a further charge. Where we have previously agreed a delivery date and time (as applicable) with you and you are not available at that time, we agree to wait for 15 minutes after which we reserve the right to charge you an additional fee for any further time spent waiting.

7.6 If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 10.2 will apply.

7.7 When you become responsible for the products. Products will be your responsibility from the time we deliver the product to the kerbside outside the delivery address you gave us or you or a carrier organised by you collect it from us. Where we agree to deliver the products to a place that is beyond the kerbside (for example up to or inside a property), you agree that such delivery

is at your risk and we shall not be responsible for any damage to property caused by that delivery.

You shall be responsible for any damage we cause in making that delivery and you shall reimburse us for any claims we receive from third parties in connection with any such damage. We reserve the right to take photographs of delivery as evidence that delivery has been completed.

7.8 When you own goods. You own a product once we have received payment in full.

7.9 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you. If so, this will have been notified to you before you placed your order. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.10 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

(a) update the product to reflect changes in relevant laws and regulatory requirements; (b) make changes to the product as requested by you or notified by us to you (see Clause 6).

7.11 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than three months and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.12 We may also suspend supply of the products if you do not pay. If you do not pay for the products when you are supposed to (see Clause 12.4) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see Clause 12.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see Clause 12.5).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see Clause 11; (b) If you want to end the contract because of something we have done or have told you we are going to do, see Clause 8.2; (c) In all other cases (if we are not at fault), see Clause 8.4.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to (see Clause 6.2); (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed; (c) there is a risk that supply of the products may be significantly delayed because of events outside our control; or (d) you have a legal right to end the contract because of something we have done wrong.

8.3 When you don't have the right to cancel the contract. You do not have a right to cancel the contract in respect of:

(a) any order for products which are not held in stock and in respect of which we have made a special order to our suppliers, unless the product is faulty. You will be made aware that this constitutes a 'special order' in the order form; (b) any products which become mixed inseparably with other items after their delivery.

8.4 Ending the contract where we are not at fault. Even if we are not at fault (see Clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for the sale of products is completed when the product is delivered. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract. This does not apply in the case of special orders.

9. HOW TO END THE CONTRACT WITH US

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) **Phone or email.** Call customer services on 01488 505800 or email us at office@fort-m.com. Please provide your name, home address, details of the order and, where available, your phone number and email address; (b) **By post.** Write to us at The Longhouse, Lambourn Woodlands, Membury, West Berkshire, RG17 7TJ, including details of what you bought, when you ordered or received it and your name and address.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the products in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01488 505800 or email us at office@fort-m.com for a return label or to arrange collection.

9.3 When we will pay the costs of return. We will pay the costs of return:

(a) if the products are faulty or misdescribed; or (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances you must pay the costs of return.

9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

9.5 How we will refund you. We will refund you the price you paid for the products excluding delivery costs, by the method you used for payment. However, we may make a deduction for the costs of return, unless we are responsible for the costs of return.

9.6 When your refund will be made. We will make any refunds due to you as soon as possible after we receive the product back from you.

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within

14 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; and

(c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in [Clause 10.1](#) we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will refund any sums you have paid in advance for products which will not be provided.

10.4 We may not be able to source the goods. Where we are unable to source the goods that you have ordered we reserve the right to cancel the order. In this case you will be refunded any sums you have paid in advance for the products which will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

11.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01488 505800 or write to us at office@fort-m.com and The Longhouse, Lambourn Woodlands, Membury, West Berkshire, RG17 7TJ.

11.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

11.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them or allow us to collect them from you. Please call customer services on 01488 505800 or email or write to us at office@fort-m.com or The Longhouse, Lambourn Woodlands, Membury, West Berkshire, RG17 7TJ to arrange collection.

12. PRICE AND PAYMENT

12.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price on your order form. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see [Clause 12.3](#) for what happens if we discover an error in the price of the product you order.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4 When you must pay and how you must pay. We accept payment with Mastercard and Visa, as well as by bank transfer or cash. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

12.5 We can charge interest if you pay late. 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 4 % a year above the base lending rate of Barclays 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.

12.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this 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.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at [Clause 11.2](#) and for defective products under the Consumer Protection Act 1987.

13.3 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 How we will use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website.

15. OTHER IMPORTANT TERMS

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in [Clause 15.2](#) in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 Which laws apply to this contract and where you may bring legal proceedings. These

terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

THE SCHEDULE

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: Fort Merchanting Limited, The Longhouse, Lambourn Woodlands, Membury, West Berkshire, RG17 7TJ, 01488 505800
office@fort-m.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper),

.....

Date

[*] Delete as appropriate