

## Terms and conditions

These Terms and Conditions apply to all items purchased from Amicus UK (Coatings) Ltd as well as use of our website [www.amicusuk.shop](http://www.amicusuk.shop).

By ordering any of our goods or using our website you agree to be bound these terms and conditions.

### 1 INTERPRETATION

We may revise these terms and condition when necessary, therefore, please make sure you read this section before purchasing any goods from us.

- 1.1 In these Conditions: “Buyer – Customer” means the person who accepts a quotation of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller. “Goods” – means the goods which the Seller is to supply in accordance with these Conditions. “Seller” includes Amicus UK (Coatings) Ltd, currently trading from 5 Sunbeam Road, Park Royal, London NW10 6JP, Company Registration No 11148284, registered in England under VAT registration number GB289718929. “Conditions” means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the Buyer and the Seller.
- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2 BASIS OF THE SALE/ ORDERS AND SPECIFICATIONS

- 2.1 The Buyer is deemed to place an order with us by ordering via our online checkout process. The Buyer will have an opportunity to check and correct any input errors in orders up until the point at which the Buyer submits the order by clicking the confirm order and pay button on the checkout page of our website. The Buyer will then receive an order acknowledgement which will be sent to the email address provided during purchase.
- 2.2 Orders can also be placed over the phone by calling us on 0208 838 0832.
- 2.3 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specifications) submitted by the Buyer, and within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 2.4 The Buyers order is an offer to purchase from the Seller. When the Buyer places an order with the Seller, it is done so in accordance with the terms of agreement between Buyer and Seller, subject to our acceptance of Buyer’s order.
- 2.5 Unless we have notified you that we do not accept your order or you have cancelled it, we accept your order.
- 2.6 Due to differing materials and production methods, there may be a slight variation in the stated sizes and colours of our Goods. Where possible we do try and stay to the published sizes
- 2.7 Due to timber being a natural Goods, there may be slight variations in the finish and grain and colour achieved by using our Goods (both off the shelf and bespoke mixed colours).
- 2.8 We make every effort to offer only Goods, sizes and colours that are available and in stock with our suppliers. If a size or colour, or type of Goods are not available, we will

notify you on receipt of your order and will reimburse your payment if you chose to cancel the order. We cannot take responsibility or be liable to you or anyone else for any loss in these circumstances.

2.9 You must be 18 or over to purchase Goods from us via our Website

### **3 THE PRICE OF GOODS**

- 3.1 All of our prices are quoted in UK Pound Sterling and are exclusive of VAT, we shall show VAT separately and include it in the total price. All of our Goods are subject to VAT at 20% rate.
- 3.2 Prices for Goods exclude delivery charges unless expressly stated otherwise. The appropriate rates are set out in our specified pricing structure shown under our "Delivery" page.
- 3.3 Despite our best efforts, a small number of Goods we sell may occasionally be mispriced. If this happens then we will not be obliged to supply the Goods at the incorrect price or at all. We will (at our discretion) either cancel your order and refund the price you have paid or endeavour to contact you and ask you whether you wish to continue with the order at the correct price. If we are unable to contact you or you do not wish to continue with the order at the correct price, we will cancel your order and refund the price you have paid.
- 3.4 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

### **4 PAYMENTS**

- 4.1 The Seller must receive payment in advance before the Seller's order can be processed, unless agreed otherwise in advance in writing.
- 4.2 Payment can be made by most major credit or debit cards or cash in store.
- 4.3 If a credit/debit card is used to pay for the order, the Buyer must use credit/debit card that they are authorised to use. All credit/debit card holders are subject to validation checks by third parties and authorisation by the card issuer. If the issuer of the card refuses to authorise payment or any other validation checks return adverse results, we will not accept the Buyer's order and the Seller will not be liable for any delay or non-delivery and the Seller is not obliged to inform the Buyer of the reason for the refusal.

### **5 DELIVERY**

- 5.1 Delivery charges vary depending on the Good(s) you order, the delivery address and the delivery method. Refer to "Delivery" page on Seller's website.
- 5.2 Some of the goods are available for collection only – contact the Seller prior to ordering and allow at least 48 hours from the time of ordering prior to collecting.
- 5.3 Please allow 3 – 5 working days for delivery unless otherwise stated. All dates for deliveries are estimates. Please ensure that all delivery details are accurate as incorrect details could lead to a delay in delivery. Whilst we make every effort to deliver goods within the estimated timescale, on occasion delays are unavoidable due to unforeseen factors.

- 5.4 The Seller shall not be liable in any way for any direct or indirect loss, damage or expenses (including but not limited to loss of profit and liability to third parties) suffered or incurred by the Buyer as a consequence of any delay in delivery.
- 5.5 All goods should be checked carefully and signed for at the time of delivery. No items can be replaced if a parcel is missing and the Buyer had signed for it.
- 5.6 If the couriers note that the Buyer signs for, is signed as un-checked, it is assumed that the items have been delivered in an undamaged state and will not be replaced.
- 5.7 All goods must be signed for by a person over the age of 18.
- 5.8 If the courier cannot deliver due to delivery being missed or refused the Buyer may incur re-delivery charge.
- 5.9 Force Majeure – The Seller shall not be liable for failure to deliver the Goods for any reason whatsoever outside the reasonable control of the Seller including, without limitation to the generality of the foregoing, industrial action, extreme weather, war, storm, fire, explosion, flood, governmental action or regulation, act of God, riots, strikes, lock outs or non-availability of stocks or materials.
- 5.10 If any goods are left without signature following Buyers instruction the Seller cannot take responsibility for any damages or theft.
- 5.11 Most of the Seller's items are dispatched same day if order is placed before 13.00 (Mon – Fri, except of Bank Holidays)
- 5.12 Seller aims to dispatch bespoke orders 48-72 hours from receipt of the order.

## **6 CANCELLATION AND RETURNS**

- 6.1 Should the Buyer decide to cancel their order this can be done via email: [sales@amicusuk.co](mailto:sales@amicusuk.co) or by calling the Seller on 0208 838 0832 before the goods are dispatched.
- 6.2 In the event where the goods have already been dispatched the Buyer would incur a 20% re-stocking fee and the delivery cost would not be refundable. Same rule applies to orders returned to the Seller's premises following failed delivery.
- 6.3 Not all goods are refundable, refer to individual Good description.
- 6.4 Items must be returned within 14 days of purchase with all original packaging and must not have been used, cut, fixed or show evidence of being used. We can only accept the return of opened items if they are faulty. The Buyer must provide the Seller with the below information in order for the return to be processed efficiently: Reason why the goods are being returned Invoice numbers and date the goods have been received. In case of fault or damage with the goods, details of fault or damage are to be provided by the Buyer.
- 6.5 Postage & Packaging charges are non-refundable unless otherwise agreed.
- 6.6 The Seller aims to process returned goods within 7 working days.
- 6.7 Upon receipt of the goods the Seller will issue the Buyer with a refund -20% of the amount paid. The Seller will notify the Buyer when the item(s) have been received and money refunded. For Buyer's protection the Seller recommends using a recorded-delivery service when returning goods.
- 6.8 Any returned goods are to be sent to the below address and the cost of returning item is to be paid for by the Customer: Amicus UK (Coatings) Ltd, 5 Sunbem Road, Park Royal, London NW10 6JP.

## **7 LIMITATION OF LIABILITY**

- 7.1 It is the Buyer's responsibility to ensure the goods are used according to Good specification, data sheets and user guide. Goods information is available at request. Amicus UK (Coatings) Ltd will not be responsible for any damages, loss of earnings, personal injury due to misuse of Goods and not used by competent and adequately qualified persons
- 7.2 If the Buyer is a business user, Amicus UK (Coatings) Ltd will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage related to Buyer's purchase.