

The Agreement is between

THE BUYER, _____

And

THE SELLER,

APECS Consult Ltd a company registered in England and Wales under number 05915713 whose registered office is at Unit 4, Navigation Point, Tipton, DY4 0PY with email address info@apecs.co.uk; telephone number +44 (0) 207 349 9888.

1. DEFINITIONS

- Agreement** this Agreement as set out in this document between the Seller and the Buyer.
- Buyer** the person who buys or agrees to buy the goods from the Seller.
- Conditions** the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
- Goods** the articles which the Buyer agrees to buy from the Seller.
- Price** price for the Goods, excluding VAT.
- Seller** the person who sells or agrees to sell the goods to the Buyer.

2. CONDITIONS

- 2.1 These Conditions shall form the basis of the Agreement between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions or -agreement(s) including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document. These Conditions apply to you as a business. If you are a consumer, please refer to clause 21 of these Conditions.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of Nikita Goncharov or an authorised representative of the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. BASIS OF SALE

- 3.1 The description of the Goods in our website, catalogues, brochures, or other form of advertisement does not constitute a contractual offer to sell the Goods.
- 3.2 When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
- 3.3 An Agreement will be formed for the Goods ordered, only upon the Seller sending an email to the Buyer saying that the Order has been accepted or if earlier, the Seller's delivery of the Goods to the Buyer.
- 3.4 Any quotation is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
- 3.5 No variation of the Agreement, whether about description of the Goods, price or otherwise, can be made after it has been entered into unless the variation is agreed by the Buyer and the Seller in writing.

3.6 We intend that these Terms and Conditions apply only to an Agreement entered into by you as a Buyer where we, the Seller and you the Buyer, enter the Agreement at any of the Seller's business premises, and where the Agreement is not an Agreement (i) for which an offer was made by the Buyer in the Seller's and the Buyer's simultaneous physical presence away from those premises, or (ii) made immediately after the Buyer was personally and individually addressed in the Seller's and the Buyer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different Agreement with terms which are more appropriate to you and which might, in some way, be better for you, e.g. by giving cancellation rights pursuant to Buyer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

4. SELLING ONLINE

4.1 By purchasing products from APECS you agree to our terms & conditions of online sale.

4.2 Please kindly use the suggested RRP price to maintain healthy competition.

5. PRICE

5.1 The purchase Price shall be the price quoted on the Seller's confirmation of order as per agreed pricelist. The Price is in GBP (£) and exclusive of VAT.

5.2 If purchase Prices are to be changed there will be a one month notification period.

6. PAYMENT AND INTEREST

6.1 Payment of the Price and VAT shall be due 30 days from the day goods are delivered.

6.2 The invoice for the Price shall be issued by the Seller on the date of the Delivery of the Goods, unless both parties agree otherwise.

6.3 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of [8%] per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.

6.4 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

7. GOODS

7.1 The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.

7.2 The Product Specification Sheet shall be agreed between Seller and Buyer before the signing of the Terms and Conditions.

8. MINIMUM QUANTITIES

8.1 There is no minimum quantities, you are able to order how over many is required.

8.2 If the order is below £100 there will be an additional delivery charge, please refer to clause 10.5.

9. WARRANTIES

9.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order. Except where the Buyer is dealing as a consumer (as defined in section 12 of the Unfair Agreement Terms Act 1977), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods are excluded.

9.2 Subject to these Conditions set out above, the Seller warrants that Goods will be free from defects in material for a period of 5 years from the date of shipment. Upon expiry of the warranty period all repairs and exchanges will become chargeable.

10. DELIVERY OF THE GOODS & DELIVERY COSTS

10.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

10.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the Agreement .

10.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the Agreement.

10.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

10.5 The minimum order to qualify for a free delivery must be £100 excluding VAT, any order below the £100 threshold will have the delivery cost added at £7.50 + VAT.

11. ACCEPTANCE OF THE GOODS

11.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.

11.2 The Buyer shall carry out a thorough inspection of the Goods within 24 hours of delivery and shall give written notification to the Seller within 3 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.

11.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the Agreement.

12. RISK AND TITLE

12.1 Risk of damage to, or loss of, the Goods will pass to you when the Goods are delivered to you.

12.2 You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

13. TERMINATION

13.1 Without limiting its rights or remedies, the Seller may terminate this Agreement with immediate effect by giving written notice to the Buyer if:

(a) the Buyer commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

(b) the Buyer 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;

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

(d) the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

13.2 Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Agreement or any other Agreement between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in Clause 13.1(b) to Clause 13.1(d), or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Agreement on the due date for payment.

13.3 Without limiting its other rights or remedies, the Seller may terminate the Agreement with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Agreement on the due date for payment.

13.4 On termination of the Agreement for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.

13.5 Termination of the Agreement, however arising, 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 the Agreement which existed at or before the date of termination.

13.6 You can withdraw the Order by telling us before the Agreement is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

13.7 You can cancel the Agreement except for any Goods which are made to your special requirements by telling us no later than 7 days after the Agreement was made, if you change your mind and without giving us a reason, and without liability, except in that case, you must return to any of our warehouse the Goods in undamaged condition at your expense (and in the same condition in which the Goods were delivered to you). Then we will without delay refund to you the price for those Goods, but we can retain any separate delivery charge. This does not affect your rights when the reason for the cancellation is any defective Goods.

14. RETURNS & REFUNDS

Hopefully you won't need to return an item, however, if you do, it is our aim to make this as simple as possible. By following the guidance below you can help us to help you when a product is not what you expected, or is faulty. Your statutory rights are not affected by this guidance. If you have any questions, please call our customerBuyer service team on 0207 3499 888

14.1 On cancellation for whatever reason, where you have received the goods you must return the goods to us (together with the original packaging) without undue delay and in any event within 14 days after the day of the cancellation at your cost. You must return goods with all components and also any promotional items received (including free gifts) or discounted additional products. You can return certain goods by post from your local Post Office and larger goods by our carrier pick up service. We may charge a fee for the carrier pick up service; the amount of the fee will depend on the good(s) returned.

14.2 Following cancellation, we will refund you the price paid for the cancelled order (or part of the order cancelled). Where you cancel the entire or part of an order, we will not refund the delivery charges. We will pay the refund within 14 days after the day:

- you notified us to cancel your order, where you have not received the goods; or,
- we receive the goods you returned to us
- you provide us with a proof of return for the goods, where you have returned the goods but we have not yet received them.

14.3 We will refund you using the same means of payment as you used to pay for your order or purchase.

14.4 We reserve the right to make a deduction from the amount of the refund for loss in value of the goods returned where the goods show signs of unreasonable use; for these purposes, unreasonable use includes handling the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods. We may withhold any refund until we have received the goods or you have supplied proof of return for the goods.

14.5 Your right of cancellation does not apply to goods that are cut or mixed to your requirements, made to measure, made to order, made to your specifications or clearly personalised.

14.6 Where the goods are being returned because they are faulty or incorrect, we will meet the cost of return delivery but we ask that you allow us to nominate the carrier. You must be available to hand in the good to the courier, if you have failed to hand in the goods on the agreed date, you will incur charges.

14.7 The provisions of this clause do not affect your legal rights if you are a consumer, however we do not intend the goods to be purchased by consumers.

15. AGE REQUIREMENT

15.1 Where you place an order for or otherwise purchase age-restricted goods such as solvents, axes, knives and knife blades you confirm that you are over the age of 18 and that (where applicable) delivery will be accepted by a person over the age of 18. We reserve the right to cancel your order or purchase if we reasonably believe you do not meet the age restrictions for certain goods.

16. GOODS, CONFORMITY AND GUARANTEE

16.1 We have a legal duty to supply the Goods in conformity with the Agreement, and will not have conformed if it does not meet the following obligation.

16.2 It is not a failure to conform if the failure has its origin in your materials.is due to your inability to provide accurate and/or complete information.

16.3 We will immediately, or within a reasonable time, give you the benefit of the free guarantee given by the manufacturer (Apecs Consult LTD) of the Goods. Details of the guarantee, including the name and address of the manufacturer, the duration and territorial scope of the guarantee, are set out in the manufacturer's guarantee provided with the Goods. This guarantee will take effect at the time the Goods are delivered, and will not reduce your legal rights.

17. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

17.1 In the event of any failure by a party because of something beyond its reasonable control:

- the party will advise the other party as soon as reasonably practicable; and
- the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and the right to cancel below.

18. EXCLUDING LIABILITY

18.1 The Seller does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Seller's other legal obligations. Subject to this, the Seller is not liable for(i) loss which was not reasonably foreseeable to both parties at the time when the Agreement was made, (ii) breach of the terms implied by section 12 of the Sales of Goods Act 1979, (iii)defective products under the Buyer Protection Act 1987 or (iv) loss (eg loss of profit) to the Buyer's business, trade, craft, or profession which would not be suffered by a Buyer because the Seller believes the Buyer is not buying the Goods wholly or mainly for its business, trade, craft, or profession.

18.2 Subject to clause 18.1 the Seller’s total liability to the Buyer shall not exceed the value of the goods purchased by the Buyer.

18.3 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us.

18.4 This clause 18 shall survive the termination of these Conditions.

18.5 Nothing in these Conditions is intended to or will limit your legal rights as a Buyer under any Buyer protection legislation. For more details of Your legal rights please refer to your local Citizens Advice Bureau or Trading Standards Office.

19. FORCE MAJEURE

19.1 Neither party shall not be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall notify the other party as soon as reasonable practical be entitled to a reasonable extension of the time for performing such obligations.

19.2 Subject to clause 19.1 ,the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Buyer's above rights relating to delivery and the right to cancel below.

20. GOVERNING LAW & JURISDICTION

20.1 The Agreement (including any non- matters) is governed by the law of England and Wales.

20.2 Disputes can be submitted to the jurisdiction of the courts of England and Wales.

20.3 We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs Buyers should contact us directly.

21. TERMS APPLICABLE TO CONSUMERS ONLY

21.1 This clause 21 only applies where the Buyer makes a purchase as a consumer (not in the ordinary course of business).

21.2 Where the Buyer purchases the Goods as a consumer, the Seller provides the Goods in accordance with applicable consumer legislation. This includes providing Goods that are (a) of satisfactory quality, (b) are fit for purpose, and (c) are as described. If the Seller does not provide the Goods in this way, the Buyer has 30 calendar days to reject the Goods and to receive a full refund, or to request a repair or replacement.

21.3 As a consumer, the Buyer is entitled to a ‘cooling off’ period within which the Buyer may cancel the contract with the Seller and return the Goods for any reason. If applicable, the cooling off period ends 14 calendar days after the day on which the Buyer receives the item. This right does not apply to Goods which have been made to specific requirements, for instance key cutting.

We will aim to respond with an appropriate solution within 3 working days.

SIGNED ON BEHALF OF THE SELLER

Signature _____ Date _____

Name: Nik Goncharov
Title: Managing Director

SIGNED ON BEHALF OF THE BUYER

Signature _____ Date _____

Name: _____
Title: _____