

## **Conditions of Sale**

### **Interpretation:**

In these conditions:-

'BUYER' means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

'GOODS' means the goods (including any parts of them) which the Seller is to supply in accordance with these Conditions.

'SELLER' means Jiggerman.com. Registered Office: Maryland Industrial Estate, 286 Ballygowan Road, Belfast, BT23 6BL.

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

'CONTRACT' means the contract for the purchase and sale of the Goods.

'WRITING' includes e-mail, text, telex, cable, facsimile transmission and comparable means of communication.

Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

### **Basis of Sale:**

The seller shall sell and the buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Buyer.

No variation to these Conditions shall be binding unless agreed in Writing between the authorised representation of the Buyer and the Seller.

The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

Any advice or recommendation given by the Seller or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the

Seller shall not be liable for any such advice or recommendation which is not so confirmed.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

### **Orders and Specification:**

The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

The Seller reserve the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

No order which has been accepted by the Seller may be cancelled by the Buyer except with agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

### **Price of the Goods:**

The price of the Goods shall be the Seller's quoted price, or where no price have been quoted (or a quoted price of no longer valid) the price listed in the Seller's published price list current at the date of delivery of the order. All prices quoted are valid for 30 days or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

The Seller reserves the right, at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitations, any foreign exchange fluctuations, currency regulations, alteration of duties, significant increase in the cost of labour, materials, other costs of manufacture or increase in the costs to the Seller by its own supplier), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instruction of the Buyer or failure of the Buyer to give the Seller information on instruction.

Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing, between the Buyer and Seller, all prices are given by the Seller on an ex-works basis. The Buyer shall pay all carriage charges.

### **Terms of Payment:**

Unless by prior written agreement between the Seller and Buyer all payments will be on a pro-forma basis by Credit or Debit Card, BACS payment, Telegraphic Transfer

or Cheque. Where applicable depending on method of payment Goods will be despatched only on cleared funds being received by the Seller.

### **Delivery:**

Delivery is made using Royal Mail or Parcelforce depending on the nature of the Goods being delivered.

Any date quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

Where the goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instruction at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:-

Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance), storage; or

Sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

### **Return policy:**

Items ordered incorrectly are nonreturnable. In all other cases a refund or exchange is offered only if the item is returned within 7 days from receipt in original packaging. The cost of returning goods in all instances must be borne by the purchaser and is subject to a 15% restocking charge.

### **Risk and Property and Right to Enter and Recover:**

Risk of damage to or loss of the Goods shall pass to the Buyer:-

In the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are delivered.

Notwithstanding delivery and the passing of risk in the Goods, or any other provisions of these conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of

the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

### **Liability and Claims:**

Any claim by the Buyer which is based on any defect in quantity as distinct from the paragraph below, must be notified in writing to the Seller within 3 days of the delivery of goods.

Any claim by the Buyer 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 the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall not have liability for any such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

Where any valid claim in respect to the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge, or at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at Common Law, or under the express terms on the Contract, for any consequential loss of damage (whether for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

The Seller shall not be liable to the Buyer or be deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:-

Act of God, explosion, flood, tempest fire or accident. War or threat of War. Sabotage insurrection, civil disturbances or requisition. Acts, restrictions, regulations, bye-laws, prohibition or measures of any kind on the part of any governmental, parliamentary or local authority. Import or export regulations or embargoes. Strikes, lock-outs or other industrial actions or trade disputes (whether

involving employees of the Seller or a third party). Difficulties in obtaining raw materials, labour, fuel, parts or machinery. Power failure or breakdown in machinery.

### **Packing:**

Unless otherwise stated on the Quotation (if any) non returnable materials will be provided by the Seller and charged to the Buyer.

### **Export Terms:**

In these conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provision of Incoterms shall have the same meaning in these conditions, but if there is any conflict between the provision of Incoterms and these condition, the latter shall prevail.

Where the goods are supplied for export from the United Kingdom, the provision of this clause above shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these conditions.

The Buyer shall be responsible for complying with any legislation or regulation governing the importation of the Goods into the Country of destination and for the payment of any duties thereon.

Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered for the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32 (3) of the Sale of Goods Act 1979.

The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

### **General:**

Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant on this provision to the party giving the notice.

No waiver by the Seller of any breach of the Contact by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these

Conditions and the remainder of the provision in question shall not be affected thereby.

The contract shall be governed by the laws of The United Kingdom or Great Britain and Northern Ireland.

### **Indemnity:**

The Seller shall not be liable for, and the Buyer shall indemnify and hold the Seller harmless against all claims for infringement of patents, trademarks, trade names, copyright, registered designs, or other property rights arising directly or indirectly in connection with the Goods or for any claims arising from the Buyers specification or from the Buyers instructions to the seller whether express or implied.

### **Security policy:**

Our Payment Service Provider is Sage Pay (formerly Protx) – the largest independent payment service provider (PSP) in the UK and Ireland. Sage Pay provides a secure payment gateway (Level 1 PCI DSS), processing payments for thousands of online businesses, including ours. It is Sage Pay's utmost priority to ensure that transaction data is handled in a safe and secure way.

Sage Pay uses a range secure methods such as fraud screening, I.P address blocking and 3D secure. Once on the Sage Pay systems, all sensitive data is secured using the same internationally recognised 256-bit encryption standards.

Sage Pay is PCI DSS (Payment Card Industry Data Security Standard) compliant to the highest level and maintains regular security audits. They are also regularly audited by the banks and banking authorities to ensure that their systems are impenetrable.

Sage Pay is an active member of the PCI Security Standards Council (PCI SSC) that defines card industry global regulation.

In addition, you know that your session is in a secure encrypted environment when you see https:// in the web address, and/or when you see the locked padlock symbol alongside the URL.

So when buying through our site, you can be sure that you are completely protected.

More information about [shopping securely with Sage Pay](http://www.sagepay.com/shoppers) can be found at [www.sagepay.com/shoppers](http://www.sagepay.com/shoppers)