

CORNTHWAITE GROUP : Online Terms

Registered Office: Cornthwaite Agricultural Ltd, Hall Lane, Bispham Green, Ormskirk, L40 3SB
Company Number: 06236827

These Online Terms apply to contracts between Cornthwaite Group and purchasers of certain Cornthwaite Group products or third party products made available by Cornthwaite Group online.

Please read these Online Terms carefully before you submit your order to us. They contain exclusions and limitations of our liability in respect of those products, which you should read carefully. If you think there is a mistake, please contact us to discuss.

You must be a resident of the UK to place an order on our site. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.

1. WHAT THESE TERMS COVER

1.1 These Online 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.

1.2 Unless otherwise stated, “products” means goods which are sold on our online platforms.

2. ARE YOU A BUSINESS CUSTOMER OR A CONSUMER?

2.1 In some areas, you will have different rights under these Online Terms, depending on whether you are a business or consumer. If a term only relates to one of these categories (business or consumer), we will state that.

(a) You are a consumer if:

(i) you are an individual; and

(ii) you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

(b) You are a business customer if:

(i) you are buying products from us on behalf of, and funded by, a business to use wholly or mainly in connected with your trade, business, craft or profession. Even if you are an individual approaching us, we consider you a business customer if you represent that business.

2.2 If you are a **business customer**, these Online Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Online Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

3. INFORMATION ABOUT US AND HOW TO CONTACT US

3.1 Who we are

We are Cornthwaite Agricultural Limited, a company registered in England and Wales. Our company registration number is 06236827 and our registered office is at Hall Lane, Bispham Nr Ormskirk, Lancashire L40 3SB. Our registered VAT number is 901 5362 57 (**Cornthwaite, 'we', 'us' or 'our'**).

3.2 How to contact us

You can contact us by telephoning us on 01704 790008 or by writing to us at enquiry@cornthwaitegroup.com.

3.3 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 provide to us in your order.

3.4 "Writing" includes emails

When we use the words "writing" or "written" in these Online Terms, this includes emails.

3.5 Amending these terms

We may make changes to these Online Terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

4. OUR CONTRACT WITH YOU

4.1 How we will accept your order

Our acceptance of your order will take place when we accept your order for products, which could be in writing (potentially by email) or when we tell you that we are able to provide you with the products you have ordered, or we accept any payment from you for your purchase or products. At which point a contract will come into existence between you and us.

4.2 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.

4.3 Your order number

We can assign an order number to your order and, if we do this, we will tell you what this number 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.

5. OUR PRODUCTS

- 5.1 Our products will conform in all material respects with their description and be free from material defects in design, material and workmanship. Those products will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and be fit for any purpose held out by us.
- 5.2 Notwithstanding clause 5.1, products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours precisely reflects the colour of the products. Your product may vary slightly from those images. Our products are supplied directly from the manufacturer. As such, all sizes, weights, capacities, dimensions and measurements are provided by the manufacturer and are not verified by us.
- 5.3 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

6. OUR WHOLEGOODS (MACHINERY, PARTS AND GROUND CARE PRODUCTS)

How to read this clause 6

When we refer to “**wholegoods**” in these Online Terms, we mean machinery and some parts (including some ground care products, such as lawnmowers). Full details can be provided on request.

If you are a **consumer** purchasing **wholegoods** from us by telephone, post, digital/text message (including WhatsApp) or email (i.e. not in person), this clause 6 applies in addition to the rest of these Online Terms.

If you are: (a) a **consumer** purchasing a wholegood in person (i.e. from one of our offline stores); or (b) a **business customer** purchasing a wholegood in any manner (whether in person or not), our separate **Terms of Business** will apply to your purchase. A copy of our separate Terms of Business are available on our website www.cornthwaitegroup.com/all-terms.

If there is any conflict or ambiguity between the provisions of this clause 6 and the remainder of these Online Terms, the provisions of this clause 6 shall have priority over the rest of these Online Terms.

- 6.1 The wholegoods and their specifications are described in the written acknowledgement we provide you with once we have accepted your order (**Order Acknowledgement**). For new wholegoods that we do not hold in stock and which need to be manufactured by our suppliers to order (“**Made to Order Wholegoods**”), the specifications for those Made to Order Wholegoods will be agreed in writing between you and us in advance of us placing your order.
- 6.2 Any samples, drawings, descriptive matter including dimensions, weights, capacity, performance rating, or advertising produced by us and any descriptions or illustrations contained in our catalogues, brochures or on our website, are produced for the sole purpose of giving an approximate idea of the wholegoods described in them. They will not form part of the contract between you and us or have any contractual force, except where they expressly form part of the specifications of the wholegoods agreed in writing between you and us in accordance with clause 6.1 above.
- 6.3 If you have entered into a contract to purchase a **wholegood (that is not a Made to Order Wholegood)** but wish to cancel the contract prior to receiving the wholegood, clause 11 (‘Your rights to end the contract’) of these Online Terms will apply.

- 6.4 If you are purchasing a new, **Made to Order Wholegood**, then, if you wish to change the specification of that Made to Order Wholegood after you have placed your order, this may incur additional costs and/or not be possible. We will let you know if the change is possible. If it is possible, we will notify you of any changes to the price of the Made to Order Wholegood, the timing of supply or anything else which would be necessary because of your requested change. We will ask you to confirm whether you wish to proceed with the change. If we cannot make the change, or the consequences of making the change are unacceptable to you, then you may be able to cancel the contract.
- 6.5 If you are purchasing **wholegood parts** that we do not have in stock, we will need to order these parts in from our suppliers. Where you ask us to do this, we reserve the right to charge you a non-refundable handling fee of 20% of the total price of the relevant parts (as set out on the Order Acknowledgement or relevant invoice).
- 6.6 **Manufacturer warranty:** If you purchase a **new wholegood**, the manufacturer may (but may not) offer you a warranty. If a manufacturer warranty is offered we will pass this on to you. If you purchase a **used wholegood**, we shall pass the remainder of any manufacturer warranty on to you.
- 6.7 **Extended warranty and maintenance:** In addition to any manufacturer warranty, you may purchase our extended warranty cover and/or maintenance plans, at the same time as you purchase any new or used wholegood. Our Extended Warranty Terms can be found in Schedule 4 to our Terms of Business, which are available on our website www.cornthwaitegroup.com/all-terms.
- 6.8 **Protection programmes:** We offer various protection programmes for a fee. Those protection programmes are governed by third party terms and conditions. Full details, including a copy of the relevant third party terms and conditions, are available on request.
- 6.9 **Part-exchange:** We may, at our absolute discretion, agree to accept a used wholegood provided by you in part-exchange for the purchase of a new or used wholegood. If we agree to do this, the value of the part-exchanged wholegood will be offset against the invoice for the new or used wholegood. In asking us to accept your wholegood as part-exchange, you warrant and represent that you are the owner of that wholegood and that there is no security, encumbrance, outstanding finance or other third party right over it, along with any category of insurance damage.
- 6.10 **Purchase of your used wholegoods:** Separate terms and conditions apply to any purchase we may agree to make of your used wholegoods. Please see our website www.cornthwaitegroup.com/all-terms for our separate **Purchase Terms**.
- 6.11 **Charges and payment:**
- (a) The price of the wholegood shall be the price set out on the Order Acknowledgement or the invoice issued by us.
 - (b) Order Acknowledgments are issued once the order has been accepted by us.
 - (c) The price of the wholegood excludes:
 - (i) amounts in respect of value added tax (VAT), which you will be liable to pay us in addition, at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - (ii) any costs and charges associated with your order, which will be passed on to you.

- (d) Upon placing your order for the purchase of a wholegood, we will issue you with an Order Acknowledgement and/or we will send you an invoice, either by post or email, prior to the wholegood becoming available for delivery or collection.
- (e) You will pay the invoice submitted by us within the earlier of 7 days from the date of our invoice or before delivery/collection of the wholegood to/by you, including the VAT due, in full and in cleared funds to the bank account listed on our invoice or in accordance with any credit terms or retail finance agreed by us and confirmed in writing to you. If you do not pay within this timeframe, we reserve the right to cancel the wholegood order.

6.12 **Exports:** This clause 6.12 only applies if you are exporting wholegoods purchased from us.

- (a) Unless otherwise agreed between you and us and indicated on the export invoice issued by us, wholegoods that are to be exported outside the UK will be supported by the relevant Incoterms 2020.
- (b) At the time we issue the export invoice, we will provide you with documentation relating to sanctions and re-exports, including an addendum implementing Council Regulation (EU) 833/2014 Article 12g. You agree to, at all times, comply with the terms of any documentation relating to sanctions and re-exports and the addendum implementing Council Regulation (EU) 833/2014 Article 12g.

6.13 **DVLA registration:** By purchasing any wholegood from us, you consent to us registering the wholegood in your name and on your behalf with the DVLA. To enable us to do this, you agree to provide us with proof of insurance and signed written confirmation that you want us to register the wholegood on your behalf (your **written authorisation**). If we incur any cost during this process, we reserve the right to pass that cost onto you.

6.14 **Record keeping:** We will retain a record of your purchase, together with your proof of insurance **and the signed DVLA registration authorisation for 2 years. We will permanently destroy these** records at the end of the 2-year retention period, unless we are required by law to retain such information for longer.

6.15 **John Deere wholegoods:** If you purchase a John Deere wholegood from us, we may be able to, if requested, transfer the operation centre data from your old John Deere wholegood to the John Deere wholegood you have purchased, for a fee. For more information, please liaise with our team.

7. AGE RESTRICTED PRODUCTS AND DUE DILIGENCE

7.1 Some of the products (including some of our wholegoods) available for sale on our website or in our catalogue are age-restricted and must not be purchased by or for individuals below the legally required age. Any age-restricted product will be clearly described as such on our website or in our catalogue (or the product's specifications, if relevant). It is an offence to attempt to buy age-restricted products if you are under the required age or to attempt to purchase any such products on behalf of someone who is underage.

7.2 By placing an order to purchase any age-restricted product, you confirm you are of the required legal age to receive and use the product you have ordered. If you are ordering a product for a third party, you hereby certify that the intended recipient of the order is of the appropriate age to receive and use the product ordered.

- 7.3 We reserve the right to not supply any age restricted products where we reasonably believe you are (or the person purchasing is) below the relevant minimum age.
- 7.4 Proof of age verification will be requested on delivery of any age restricted products. If you appear to be under the required age and cannot provide us with any age verification we request at the time of delivery, we may refuse to supply you with the products.

8. YOUR RIGHTS TO MAKE CHANGES TO PRODUCTS

If you wish to make a change to the product (that is not a wholegood) you have ordered, please contact us. When you have ordered products that we do not hold in stock but have to order from our suppliers then, if you wish to change the specification or products after you place your order, this may incur additional costs and/or not be possible. 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 11 – Your rights to end the contract).

9. OUR RIGHTS TO MAKE CHANGES TO PRODUCTS

- 9.1 We may make changes to any product (that is not a wholegood) to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the products or your other rights.
- 9.2 We will be entitled to correct any minor or obvious typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document.
- 9.3 Any significant changes will be communicated to you and you will be given a right to cancel and receive a refund if you don't agree to the changes.

10. PROVIDING THE PRODUCTS

10.1 Delivery costs

The costs of delivery will be as set out in the order (which may be a confirmation email) or invoice. Please note that delivery to Ireland, the Scottish Highlands and other countries will incur a higher delivery cost than a UK mainland address.

10.2 Delivery Address

It is your responsibility to ensure that the address you provide for delivery is correct. If delivery needs to be re-directed because the address you provide is incorrect you may have to pay an additional delivery charge. If products are delivered to an incorrectly given address and we are notified within 72 hours, we will assist in having them retrieved, but ultimately the responsibility lies with you to collect your order from any incorrect address delivered to on your instructions.

10.3 **When we will provide the products**

We aim to despatch items within 3 working days from when the order is placed. Please note that if your order contains multiple items that are located across our different depots, the delivery time may be longer.

10.4 **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.

10.5 **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 of 8am to 5.30pm on weekdays (excluding public holidays) and 8am to 12.30pm Saturdays. You will be notified when your item is ready for collection.

10.6 **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 posted through your letterbox, the courier will leave you a note informing you of how to rearrange delivery or collect the products from a local depot. We are not able to guarantee time of delivery.

10.7 **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.

10.8 We will not be responsible for supplying 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.

10.9 **When you become responsible for the products**

The products will be your responsibility from the time we deliver the product to the address you gave us, or you or a carrier organised by you collect the product from us.

10.10 **When you own products**

You own a product once we have received payment for it in full. Until we have received full payment we retain ownership of the product.

10.11 **Reasons we may suspend the supply of products to you**

We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;

- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 8).

10.12 Your rights if we suspend the supply of products

If required, 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 must 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 2 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.

11. YOUR RIGHTS TO END THE CONTRACT

11.1 You can always end your contract for the purchase of products 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, when you decide to end the contract and whether you are a consumer or business customer:

- (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 to get some, or all, of your money back) subject to clause 15.
- (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 11.2 below;
- (c) If you are a consumer and have changed your mind about the product, you may be able to get a refund, but this may be subject to deductions, and you will have to pay the costs of return of any products;
- (d) If products are being ordered at your request, we shall be entitled to retain any deposit you have paid and charge you additional costs we have incurred in obtaining those products.

11.2 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 below, the contract will end immediately and we will refund you in full for any products which have not been provided. You may also be entitled to compensation. The qualifying reasons are:

- (a) We have told you about an upcoming change to the product or these Online Terms which you do not agree to.
- (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.
- (d) We have suspended supply of the products for technical reasons or notify you we are going to suspend them for technical reasons, in each case for a period of more than 2 months.
- (e) You have a legal right to end the contract because of something we have done wrong.

11.3 **Exercising your right to change your mind if you are a consumer**

In accordance with the Consumer Contracts Regulations 2013, if you are a consumer then you have a legal right to change your mind within 14 days and receive a refund for most products bought online. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail below.

11.4 **When consumers do not have a right to change their minds**

Your right as a consumer to change your mind does not apply in respect of:

- (a) Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them.
- (b) Any products which become mixed inseparably with other items after their delivery.
- (c) If products are made to specification.

11.5 **How long do consumers have to change their minds?**

If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered. In relation to the purchase of products you have 14 days after the day you (or someone you nominate) receive the products, unless:

- (a) Your products are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receive the last delivery.
- (b) Your products are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receive the first delivery of the products.

11.6 **How to end the contract with us** (including if you are a consumer who has changed their mind)

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 us on 01704 790008 or email us at enquiry@cornthwaitegroup.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) By post. Simply write to us at Cornthwaite Group, J36 Rural Auction Centre, Crooklands, Milnthorpe, Cumbria LA7 7FP, including details of what you bought, when you ordered or received it and your name and address.

11.7 **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 at Cornthwaite Group, J36 Rural Auction Centre, Crooklands, Milnthorpe, Cumbria LA7 7FP or (if they are not suitable for posting) allow us to collect them from you. Please call us on 01704 790008 or email us at enquiry@cornthwaitegroup.com for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the products within 14 days of telling us you wish to end the contract. We advise where products are being returned via post that you send the return via recorded delivery, as we will not accept liability for items that go missing in transit.

11.8 **When we will pay the costs of return**

We will pay the costs of return if:

- (a) The products are faulty or misdescribed.
- (b) You are ending the contract because we have told you of an upcoming change to the product or the Online 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 (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

11.9 **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 we incur to collect the product.

11.10 **How we will refund you**

- (a) If you are entitled to a refund under the Online Terms, we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- (b) When we may make deduction from refunds if you are a consumer exercising your right to change your mind:
 - (i) we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;
 - (ii) the maximum refund for delivery costs will be the cost of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

11.11 **When your refund will be made**

We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see the section titled 'Returning products after ending the contract'.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

12. OUR RIGHTS TO END THE CONTRACT

12.1 We may end the contract if you break it. We may end the contract for a product and claim any compensation due to us 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 7 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, for example, name, address, telephone number and email address.
- (c) You do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

12.2 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 let you know at least 24 hours in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

13. IF THERE IS A PROBLEM WITH THE PRODUCT

13.1 How to tell us about problems

If you have any questions or complaints about the product including regarding exchange, please contact us as soon as possible. You can telephone us on 01704 790008 or write to us at enquiry@cornthwaitegroup.com or Cornthwaite Group, J36 Rural Auction Centre, Crooklands, Milnthorpe, Cumbria LA7 7FP. If you receive a product in a damaged or faulty condition, we will require photos of the damage or fault and request that you send them to us with the order number you received in your order confirmation email as reference.

13.2 Your rights in respect of defective products if you are a consumer

- (a) If you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. Nothing in these Online Terms will affect your legal rights.
- (b) If you wish to exercise your legal rights to reject products, please refer to your rights in Section 19 of the Consumer Rights Act 2015. Your obligation to return rejected products - you must either return them 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. We will pay the costs of postage or collection. Please call us on 01704 790008 or email us at enquiry@cornthwaitegroup.com for a return label or to arrange collection.

13.3 Your rights in respect of defective products if you are a business

- (a) The products will be sold with the benefit of the manufacturer's warranty details of which can be found on our website. We will provide you with a copy of the manufacturer's warranty terms on delivery. Any defects arising in relation to the products must be dealt with in accordance with the manufacturer's warranty.

- (b) We shall have no liability to you in respect of a product's failure to comply with the manufacturer's warranty.

14. PRICE AND PAYMENT

14.1 Where to find the price for the product

The price of the product (which excludes VAT unless stated otherwise) will be the price indicated on the order pages when you placed your order or in the case of wholegoods, the price set out on the Order Acknowledgement. We take all reasonable care to ensure that the price of the product advised to you is correct.

14.2 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.

14.3 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 products provided to you.

14.4 When you must pay and how you must pay

Our online shopify store accepts Visa, Mastercard, Maestro, Shop Pay, Apple Pay & Google. You must pay for the products before we dispatch them.

- (a) Right of set-off if you are a business customer

If you are a business customer you must pay all amounts due to us under these Online Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- (b) 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.

15. LIMITS TO OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

15.1 Our responsibility for loss or damage suffered by you if you are a consumer

- (a) We are responsible for losses caused by us breaking the contract, unless the loss is unexpected, caused by a delaying event outside our control or avoidable. If it is either 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. If the loss was

caused by a delaying event outside of our control, we must have taken the steps as set out in clause 10.4 ('We are not responsible for delays outside our control'). An avoidable loss is something you could have avoided by taking reasonable action.

- (b) 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; and for defective products under the Consumer Protection Act 1987.
- (c) We are not liable for business losses. If you are a consumer, we only supply the products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in the section 'Our responsibility for loss or damage suffered by you if you are a business'.

15.2 Our responsibility for loss or damage suffered by you if you are a business

- (a) We shall not be liable to you, 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 any contract between us.
- (b) Our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under the contract.

15.3 Losses we never limit or exclude

Nothing in these Online Terms shall limit or exclude our liability for:

- (a) Death or personal injury caused by our negligence, or the negligence of our 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 or section 2 of the Supply of Goods and Services Act 1982.
- (d) Defective products under the Consumer Protection Act 1987.

15.4 No implied terms about goods

Except to the extent expressly stated in clause 15.2 ('Our responsibility for loss or damage suffered by you if you are a business') all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

16. HOW WE MAY USE YOUR PERSONAL DATA

We will only use your personal data as set out in our privacy policy which can be found @ <https://www.cornthwaitegroup.com/all-terms>.

17. OTHER IMPORTANT TERMS

- 17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under the Online 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.
- 17.2 **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 the Online Terms to another person if we agree to this in writing. However, if you are a consumer, you may transfer our guarantee under the Online Terms to a person who has acquired the product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item.
- 17.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained above 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 the Online Terms.
- 17.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of the Online 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.
- 17.5 **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 the Online 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.
- 17.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** The Online 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. We would welcome an opportunity to resolve any complaints before the matter is taken to court. Our team will do its best to resolve any problems you have with a product or service supplied by us. Please contact feedback@cornthwaitegroup.com.
- 17.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.