

## TERMS AND CONDITIONS

### GILDEA WELDING AND ENGINEERING SUPPLIES

#### 1 DEFINITIONS

- 1.1 The "Buyer" means the person who agrees to buy Goods from the Seller.
- 1.2 The "Seller" means Gildea Welding and Engineering Supplies.
- 1.3 "Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the "Seller".

#### 2 Conditions

- 2.1 These "Terms and Conditions" do not affect your statutory rights as a consumer.
- 2.2 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer.
- 2.3 If any amendments to this terms and conditions are required it is preferable that they be confirmed in writing.
- 2.4 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.

#### 3 Prices

- 3.1 The price shall be that on the Sellers current list price, web site, or if applicable the price contained in the Sellers quotation.
- 3.2 Should a products price change between receipt of order and dispatch the buyer will be notified and given the opportunity to cancel the order and receive a full refund.
- 3.3 All prices are exclusive of VAT.
- 3.4 Carriage charges will be notified before dispatch.
- 3.5 In case of consumer sales, payment must be made in full before dispatch of any Goods.

#### 4 Payment

- 4.1 You can make payment by Visa, MasterCard, credit card or Delta card.

#### 5 Delivery

- 5.1 We only supply Goods to the UK
- 5.2 Delivery of the Goods shall be made to the Buyers address and the buyer shall make arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 5.3 Delivery of the Goods will be arranged by ourselves using either our own delivery methods or by using outside contractors. You will be notified of any delivery costs before submitting credit card details.

5.4 All Goods received from the Sellers via carrier must be signed for as "unexamined" and shortages and defects must be advised within 3 days of delivery. If the Buyer fails to do this they are deemed to have accepted the Goods.

## 6 Ownership

6.1 The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Sellers premises at the Buyers request.

6.2 The Seller remains the owner of the Goods affected by the contract until the Seller has been paid in full.

6.3 Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packaging at the Buyers risk.

## 7 Warranty and Returns

7.1 The Buyer is responsible for completing and returning any warranty cards included with Goods to the manufacturer.

7.2 Products purchased online are subject to RTM return to manufacture, the Buyer must return the equipment at the Buyers expense.

7.3 Warranty is supplied by the manufacturer and not Guildea Welding and Engineering Supplies.

7.4 Any Goods to be return to Guildea Welding must be agreed With Seller and Buyer will pay return carriage charges.

7.5 Returns must be in original condition and packaging and received within 30 working days on which you receive it. The Buyer will be responsible for the item or items until they reach the Seller. The Seller suggests a secure delivery method is used that requires a signature upon delivery.

## 8 Changes to Agreement

8.1 Guildea Welding and Engineering Supplies reserves the right to make changes to our site, policies and these terms and conditions at any time.