

## TERMS & CONDITIONS

This page (together with the documents expressly referred to on it) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website to you. We sell Products on our site to consumers, businesses and any person, firm or company (acting in the course of business) who we have accepted as a trade account holder (**Trader**). Traders will either be appointed as (a) non-credit account holders, who may order Products and shall pay for such Products before we deliver the Products (**Non-Credit Traders**); or (b) credit account holders, who may order Products and shall pay for such Products after we deliver the Products (**Credit Account Traders**).

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our website. Please note that before placing an order you will be asked to agree to these Terms. You should print a copy of these Terms for future reference.

We amend these Terms from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms. These Terms were most recently updated on 13 June 2018. These Terms, and any Contract between us, are only in the English language.

When you place an order on our site you will be asked to accept these Terms. Please click on the button marked "I Accept" if you accept them. If you refuse to accept these Terms, you will not be able to order any Products from our site.

### 1. Information about us.

1. We operate the website at [www.silverfish-uk.com](http://www.silverfish-uk.com) (**our site**). We are Silverfish UK Limited a company registered in England and Wales with company number 04075057 whose registered office is at Units 3B&3C Woodacre Court, Saltash Parkway Industrial Estate, Burraton Road, Saltash, Cornwall PL12 6LY. Our VAT number is 723 5780 29.

### 2. Our Products

1. The images of the Products on our site are for illustrative purposes only. The packaging of the Products may vary from that shown on images on our site.
2. All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if made.
3. Please note that some Product ranges may only be purchased by trade account holders. If you are a consumer or business, you will be able to view our entire Product range but will only be able to select certain Products.

### 3. How we use your personal information

1. We are committed protecting and respecting your privacy and complying with the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation (**Data Protection Legislation**).
2. We only use your personal information in accordance with our [Privacy Policy](#). Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

#### 4. **If you are a consumer**

1. If you are a consumer, you may only purchase Products from our site if you are at least 18 years old and located within United Kingdom or the Republic of Ireland.
2. We intend to rely upon these Terms and any document expressly referred to in them in relation to the Contract between you and us. While we accept responsibility for statements made by our duly authorised agents, make sure you ask for any variations from these Terms to be confirmed in writing by us.
3. If you are a consumer, we are under a legal duty to supply Products that are in conformity with the Contract. See the box below for a summary of your key legal rights in relation to Products. Nothing in these terms will affect your legal rights.

#### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If you have ordered Products, for example a bike or spare part for a bike, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 9.

#### 5. **If you are a business customer**

1. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products and are located within the United Kingdom or the Republic of Ireland.
2. These Terms and any document expressly referred to in them constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms or any document expressly referred to in them.

#### 6. **If you are a trader**

1. If you are a Trader, you confirm that you have authority to bind the Trader on whose behalf you use our site to purchase Products and are located within the United Kingdom or the Republic of Ireland.
2. Traders will be issued with a unique trade account username and password and must use these details to login to our site before placing an order.
3. These Terms and any document expressly referred to in them constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms or any document expressly referred to in them.
4. If you are a Trader, we will inform you of the recommended retail price (**RRP**) which applies to the territories in which you sell the Products and you agree to display this RRP on any website you use to promote and sell the Products. For the avoidance of doubt, nothing in this clause 6.4 imposes an obligation on you to sell at the RRP and you shall have the discretion to apply any discount or deduction to the RRP or sell the Products at any price you choose. You acknowledge and agree that any breach of this clause 6.4 shall constitute material breach for the purposes of clause 15.2.c.

#### **7. How the contract is formed between you and us**

1. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
2. We will confirm our acceptance to you by sending you an e-mail that confirms that your order for the Products has been accepted (**Order Confirmation**). The Contract between us will only be formed when we send you the Order Confirmation.
3. If we are unable to supply you with the Products, for example because the Product is not in stock or no longer available or because of an error in the price on our site as referred to in clause 12.6, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

#### **8. Our right to vary these terms**

1. We may revise these Terms from time to time if there are changes in how we accept payment from you or relevant laws and regulatory requirements.
2. Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.
3. Whenever we revise these Terms in accordance with this clause 8, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

#### **9. Your cancellation and refund rights if you are a consumer**

1. If you are a consumer, you may have a right to end the Contract if:
  - a. the Products are faulty or mis-described (see clause 4);
  - b. we have told you about an error in the price and you have decided not to proceed (see clause 12.6); and
  - c. you have a right to cancel the Contract within the cancellation period (see clause 9.3).

2. If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 9.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your right to cancel is available from your local Citizens' Advice Bureau. If you are a business or a Trader this right to cancel does not apply.
3. If you are a consumer you have the right to cancel the Contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire physical possession of the Products.
4. To exercise the right to cancel a Contract, please complete the online return form accessible on our site. We suggest that you keep a copy of your notification for your records. You may use the model cancellation form set out in the Schedule, but it is not obligatory.
5. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
6. If you cancel the Contract, you will receive a full refund of the price you paid for the Products and any applicable delivery charges. We will process the refund due to you without undue delay, and not later than:
  - a. 14 days after the day we receive back any Products supplied;
  - b. (if earlier) 14 days after the day you provide evidence that you have returned the Products; or
  - c. if no Products were supplied, 14 days after the day on which we are informed about your decision to cancel this Contract.
7. We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you (e.g. handling them in a way which would not be permitted in a shop).
8. We will make the refund using the same means of payment as you used for the initial transaction (e.g. the credit card or debit card used by you to pay for the Products), unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the refund. We may withhold the refund until we have received the Products back or until you have supplied evidence of having sent back the Products, whichever is the earliest.
9. If you have returned the Products to us under this clause 9 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item.
10. If the Products were delivered to you:
  - a. you must return the Products to us. You must either return the Products by post or (if they are not suitable for posting) allow us to collect them from you. You must contact us as soon as reasonably practicable and arrange a date and time for us to collect the Products from you. You must ensure that the Products, together with the original packaging, and all items and spare parts delivered with the Product are available for collection on the agreed collection date;
  - b. unless the Products are faulty or mis-described, you will have to bear the direct costs of returning the Products in accordance with clause 9.10.a. The costs of collection will be the same as our charges for standard delivery; and
  - c. you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

11. Details of your legal right to cancel and an explanation of how to exercise it are provided in the Order Confirmation.
12. As a consumer, you will always have legal rights in relation to Products that are faulty or mis-described. These legal rights are not affected by the returns policy in this clause 9. Advice about your legal rights is available from your local Citizens' Advice Bureau.

#### 10. Your refund right if you are a trader

1. If you are a Trader, you agree to review the type and quantity of the Products against the delivery note immediately on delivery. In the event that Products appear to have been damaged in transit, you shall immediately notify the carrier and also notify us within 3 business days of delivery.
2. The Products are deemed to be accepted by you if we do not receive any notification in accordance with clause 10.1.
3. You may not at any time return any Products which have been ordered due to your error, unless otherwise agreed in writing by us or in the event that we issue a return authorisation number.
4. Except for defective Products, all permitted returns may be subject to a restocking fee equivalent to 20% of the total invoiced price for the Products.
5. Any Products returned to us must be accompanied by a return authorisation number which can be obtained by completing our online returns form which can be accessed at [www.silverfish-uk.com>Returns](http://www.silverfish-uk.com>Returns) on entering your unique login and password details. We will not accept any Products which are returned without a valid returns authorisation number.

#### 11. Delivery

1. On placing an order on our site you may be asked to select a delivery option with a corresponding estimated delivery time and delivery cost. Details of our delivery options, times and costs can be found on our [Delivery Charges page](#).
2. Your order will be fulfilled by the estimated delivery time selected by you when placing an order which shall be within 30 days of the date of the Order Confirmation, unless there is an Event Outside Our Control (as defined at clause 19). If we are unable to meet the estimated delivery time because of an Event Outside Our Control, we will contact you with a revised estimated delivery time.
3. Any dates specified for delivery are estimates only and time for delivery shall not be made of the essence by notice.
4. In the case of consumers and businesses, if no one is available at your address to take delivery, our carrier may leave you a note, in which case, please contact our carrier to rearrange delivery. If our carrier returns the Products to us as no one was available at your address to take delivery, we will contact you to rearrange delivery.
5. The Products will be your responsibility from the completion of delivery.
6. If you are a consumer or business (excluding Traders), you own the Products once we have received payment in full, including all applicable delivery charges.
7. If you are a Trader, title to the Products shall not pass to you until (whichever is earlier):
  - a. we have received payment in full (in cash or cleared funds) for the Products and all other sums that are, or that become, due to us from you for the Products or on any

- account, in which case title to these Products shall pass at the time of payment of all such sums; or
- b. you resell those Products, in which case title to those Products shall pass to you at the time specified in clause 11.8. For the avoidance of doubt, and notwithstanding the passing of title, the Trader shall at all times be responsible for payment in full for the Products.
8. If you are a Trader, until title ownership has passed to you, you shall:
- a. hold the Products on a fiduciary basis as our bailee;
  - b. store the Products separately from all other Products held by you;
  - c. not remove, deface or obscure any identifying mark or packaging on the Products;
  - d. maintain the Products in satisfactory condition and keep them insured;
  - e. notify Silverfish immediately if it becomes subject to any of the events listed in clause 15.2; and
  - f. give Silverfish such information relating to the Products as Silverfish may require,
9. Subject to clause 11.10, the Trader may resell or use Products in the ordinary course of its business (but not otherwise) before we receive payment for the Products. However, if the Trader resells the Products before that time:
- a. it does so as principal and not as our agent; and
  - b. title to those Products shall pass from us to the Trader immediately before the time at which resale by the Trader occurs.
10. If before title passes to a Trader, the Trader becomes subject to any of the events in clause 15.2, or we reasonably believe that any such event is about to happen, then, provided that the Products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy we may have, we may at any time require the Trader to deliver up the Products and, if the Trader fails to do so promptly, enter any premises of the Trader or any third party where the Products are stored in order to recover them. For the avoidance of doubt, if the Trader becomes subject to any of the events in clause 15.2 its right to resell the Products or use them in the ordinary course of its business ceases immediately.
11. If you are a Trader and fail to take delivery or we are unable to deliver the Products due to your fault:
- a. risk in the Products shall pass to you;
  - b. we may store the Products until delivery takes place, and charge you for all the related costs and expenses (including insurance); and
  - c. if, after 10 business days of the date on which we notify you that the Products were ready for delivery, you have not accepted delivery, we may resell or otherwise dispose of the Products.
12. We may deliver Products to Traders by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle a Trader to cancel any other instalment.

## 12. Price of products and delivery charges

1. The prices of the Products will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices are correct. However, please see clause 12.6 for what happens if we discover an error. Please note that different prices will apply depending on whether you are a consumer, business or Trader.
2. Prices for our Products may change from time to time which may affect any order which we have confirmed within an Order Confirmation. In these circumstances we will inform you in writing.
3. If you are a consumer or normal business, the price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
4. If you are a Trader, the price of the Products excludes VAT.
5. The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site from time to time. To check relevant delivery charges, please refer to our [Delivery Charges page](#).
6. Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will inform you in writing to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

## 13. How to pay

1. If you are a consumer, business or Non-Credit Trader:
  - a. you can only pay for Products using a debit card, credit card or PayPal (consumer only); and
  - b. payment for the Products and all applicable delivery charges is in advance. We will charge your debit card, credit card or PayPal (consumer only) at the final stage of submitting your order.
2. If you are a Credit Account Trader:
  - a. we will issue you with an invoice at any time after delivery has taken place;
  - b. payment for the Products and all applicable delivery charges must be paid in full and in cleared funds within 30 business days of the date of the invoice, unless otherwise confirmed in writing or email by us;
  - c. if payment is made within 7 business days of the date of the invoice, we may, at our absolute discretion, discount the total price of the Products set out in the relevant invoice by 5% or such other amount that we agree in writing or email; and
  - d. if you fail to make any payment due to us by the due date for payment (due date), then you shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount,

whether before or after judgment. You shall pay the interest together with the overdue amount.

#### 14. Manufacturer guarantees

1. Some of the Products we sell may come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the relevant manufacturer's guarantee.
2. If you are a consumer, a manufacturer's guarantee is in addition to your legal rights for Products that are faulty or mis-described. Advice about your legal rights is available from your local Citizens' Advice Bureau.

#### 15. Right to terminate for traders

1. If the Trader becomes subject to any of the events listed in clause 15.2, or we reasonably believe that the Trader is about to become subject to any of them, then, without limiting any other right or remedy available, we may cancel or suspend all further deliveries without incurring any liability to the Trader, and all outstanding sums in respect of Products delivered to the Trader shall become immediately due.
2. We may terminate the Contract immediately on giving written notice if the Trader:
  - a. becomes insolvent, bankrupt or is unable to pay its debts when they fall due; or
  - b. fails to pay any amount due under the Contract on the due date for payment; or
  - c. commits any material breach of any term of the Contract and (in the case of a breach capable of being remedied) shall have failed, within 14 business days after the receipt of the request in writing or email from us to remedy the breach.
3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

#### 16. Our liability if you are a business or trader

1. If you are a normal business, we only supply the Products for internal use by your business, and you agree not to use the Product for any re-sale purposes.
2. Nothing in these Terms shall limit or exclude our liability for:
  - a. death or personal injury caused by our negligence;
  - b. fraud or fraudulent misrepresentation;
  - c. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - d. defective products under the Consumer Protection Act 1987.
3. Subject to clause 16.2, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for any loss of profits, sales, business, or revenue, loss or corruption of data, information or software, loss of business opportunity, loss of anticipated savings, loss of goodwill, or any indirect or consequential loss.

4. Subject to clause 16.2 and clause 16.3, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.
5. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

#### 17. Our liability if you are a consumer

1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
2. We only supply the Products for private use. You agree not to use the Products for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
3. We do not in any way exclude or limit our liability for:
  - a. death or personal injury caused by our negligence;
  - b. fraud or fraudulent misrepresentation;
  - c. breach of your legal rights in relation to the Products as summarised at clause 4; and
  - d. defective products under the Consumer Protection Act 1987.

#### 18. Restrictions for traders

1. Traders are permitted to sell the Products to its customers located within the United Kingdom and the Republic of Ireland. The Trader agrees that it shall refrain from making active sales of the Products outside the United Kingdom and the Republic of Ireland.
2. In order to maintain the quality of the trade marks used in connection with the Products, Traders further agree that it shall not actively offer, or advertise for sale, the Products on Amazon, eBay or any other online auction type website.
3. No right to use Silverfish's trade mark or trade name is granted under the Contract.

#### 19. Events outside our control

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control, which means any act or event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
2. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract we will contact you as soon as reasonably possible to notify you and our

obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you.

## 20. Communications between us

1. When we refer, in these Terms, to "in writing" this will include e-mail.
2. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail to [info@silverfish-uk.com](mailto:info@silverfish-uk.com) or by pre-paid post to us at the address set out in clause 1.1. We will confirm receipt of this by contacting you in writing, normally by e-mail. If you are a consumer and exercising your right to cancel under clause 9, please see that clause 9 for how to tell us this.
3. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.
4. If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## 21. Other important terms

1. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
2. This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
3. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
4. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
5. These Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we agree that the courts of England and Wales will have exclusive jurisdiction.

Schedule

Model Cancellation Form

<p><b>Silverfish UK Limited</b> <b>Cancellation Form</b></p>	
<p><b>To:</b></p>	<p><b>Silverfish UK Limited</b>  <b>Units 3B&amp;3C Woodacre Court</b>  <b>Saltash Parkway Industrial Estate</b>  <b>Burraton Road</b>  <b>Saltash</b>  <b>Cornwall</b>  <b>PL12 6LY</b>  <b>Tel: 01752 843882</b>  <b>Email: <a href="mailto:info@silverfish-uk.com">info@silverfish-uk.com</a></b></p>
<p><b>Right to Cancel</b></p>	<p>I hereby give notice that I cancel my contract of sale of the following Products:</p> <ul style="list-style-type: none"> <li>• [insert description and quantity of products]</li> </ul>
<p><b>Name of Customer:</b></p>	
<p><b>Address of Customer</b></p>	
<p><b>Signature of Customer</b> (only if this form is notified on paper)</p>	
<p><b>Order Number</b></p>	
<p><b>Date:</b></p>	