

We are Euro Brick Systems Limited ("We"). We are registered in England and Wales under company number 02505491 and have our registered office at Unit 5, Newbridge Trading Estate, Newbridge Close, Bristol, BS4 4AX.

1. These terms may have changed since you last reviewed them

Please note that these terms may change from time to time and the most current version of these terms at the time of your purchase will apply.

2. Where to find information about us and our goods

You can find everything you need to know about us Euro Brick Systems Limited and our goods on our website <https://www.eurobrick.co.uk/> in our catalogue or from our sales staff before you order. Key information will be provided in our written quotations or sent to you in writing after order either by email, in your online account or on paper.

3. We do not give business customers all the same rights as consumers

For example, business customers cannot always cancel their orders, they have different rights where there is a problem with any of our goods and we do not compensate them in the same way for losses caused by us or our goods. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying goods wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

4. If you are a business customer this is our entire agreement with you

If you are a business customer these 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 us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

5. We may carry out credit checks on business customers

We may carry out our standard checks on new business customers which you agree to by placing an order with us (please see credit accounts are for business customers only and subject to certain checks below). If these checks are completed to our satisfaction, we may (in our sole discretion) offer you a credit account. Please note that this credit account will be under continued review and we may reduce, amend or withdraw your credit facility at any time.

6. We only accept orders when we have checked them

We contact you to confirm we have received your order and accept it when we dispatch or supply the goods.

7. Sometimes we reject orders

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because a credit reference we have obtained for our business customers is unsatisfactory or because the goods were mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid in advance.

8. For distance and in person orders, we charge you when you order

- 8.1 If you order by phone, email or online, we will charge you when we take your order.
- 8.2 If you have a credit account with us we may invoice you at any time once we have shipped the goods to you. Invoices must be paid by the due date stated in the invoice.

9. You may have to pay a deposit

You may have to pay a deposit on certain orders. For example, if you are a new business customer, if your order is for bespoke goods or goods which we do not stock or if your order is of a certain value.

10. You are responsible for the goods once you collect or we deliver them.

- 10.1 Responsibility for the goods passes to you once we have delivered the goods to the address you have provided or once you (or a carrier organised by you, if applicable) collects the goods from us. You will own the goods once we have received payment in full and cleared funds.
- 10.2 We may ask you to acknowledge delivery of the goods by signing a delivery note (in hard-copy or electronically).

11. If you are a business customer you have no set-off rights

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

12. We charge interest on late payments

If we are unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time (but at 4% a year for any period when that base rate is below 0%). This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

13. You are responsible for our costs incurred in chasing late payments

As well as charging interest on any late payments, you shall pay us statutory compensation and our reasonable costs incurred in trying to recover the debt to include reasonable legal costs.

14. Credit Accounts for Business Customers are offered at our sole discretion

- 14.1 We may extend a credit account to business customers at our sole discretion which are subject to status and subject to satisfactory credit checks. Any credit facility may be reviewed at any time. If you have a credit account, payment of the price and VAT is due at the end of the month following delivery of the goods.
- 14.2 In the event you reach your account credit limit, or if any payment is not received when due, payment of any outstanding orders and invoices will be required before further orders can be placed.

15. We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

16. We are not responsible for delays outside our control

- 16.1 If our supply of your product is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we will not

compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team by the following methods detailed at <https://www.eurobrick.co.uk/contact> to end the contract and receive a refund for any goods you have paid for in advance, but not received. However, if you choose to end the contract for bespoke goods (please see below) we shall refund for any goods you have paid in advance less our reasonable costs we have already incurred in preparing such goods.

16.2 Examples of delays outside our control include (without limitation):

- acts of God, flood, drought, earthquake or other natural disaster;
- epidemic or pandemic;
- terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- nuclear, chemical or biological contamination, or sonic boom;
- any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- collapse of buildings, fire, explosion or accident;
- any labour or trade dispute, strikes, industrial action or lockouts;
- non-performance by suppliers or subcontractors including delivery or transport service providers or delays at customs or caused by import or export restrictions or errors; and
- interruption or failure of utility service.

17. Delivery

17.1 **Delivery Dates are estimates only.** Please note that any dates for delivery are estimates only. Whilst we will aim to provide the goods on the delivery dates provided to you, such dates are not guaranteed.

17.2 **If you are a business customer time is not of the essence of the contract.** We will not be responsible nor liable to you if you have made arrangements or booked services for a certain estimated delivery date and you make such arrangements at your own risk.

17. Without prejudice to clause 17.4, delivery is completed on the completion of unloading of the ordered goods at the curb side of the location specified in the order or when we place the goods at your disposal at the requested delivery location or you sign the delivery docket, whichever is the sooner.

17.4 **International Delivery** If you would like us to deliver to a location outside the UK we shall either:

- deliver the goods FCA International Chamber of Commerce Incoterms 2022 to the agreed port of export or your export agent; or
- deliver the goods EXW at our premises if you are arranging collection of the goods.

18. Goods can vary slightly from their pictures

18.1 All images and photos of goods are for illustrative purposes only. A product's true colour may not exactly match that shown on your device or in our marketing materials. Because the materials used to manufacture our brick and stone slips are from natural sources, variations in shade, texture and dimension can occur between and within batches. Whilst reasonable effort is made to ensure that brick slips and pistol corners including specially cut products are supplied to a tolerance of +/- 2mm of the prescribed thickness, it is possible that some deviation from size tolerance may occur. Colour variations in cured pointing mortar can be expected due to the porosity of the brick or stone, finishing techniques, mixing procedures and weather conditions at the time of application.

19. You are responsible for making sure your measurements are accurate

If we are making or supplying the goods to measurements, dimensions or areas you provide for the purposes of estimating quantities of stock or bespoke components, you are responsible for making sure such measurements and information is correct. For measuring information and tips on how to measure please contact our Customer Service Team on Tel: 0117 971 7117.

20. We charge you if you do not give us information we need or do preparatory work as agreed with us

We charge you additional sums if you do not give us information we have asked for about how we can access your property for delivery. For example, we might need to re-deliver on another vehicle or with extra manpower, or reschedule delivery services.

21. ***IF YOU ARE A CONSUMER AND YOU BOUGHT ONLINE, OVER THE TELEPHONE OR BY EMAILING US YOU HAVE A LEGAL RIGHT TO CHANGE YOUR MIND SUBJECT TO AND AS SET OUT IN THIS CLAUSE 21***

21.1 Your legal right to change your mind. For most of our goods bought online, or over the telephone, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

21.2 **When you cannot change your mind.** You cannot change your mind about an order for:

- goods that are made to your specifications/measurements, provided to your requirements or are clearly personalised (**bespoke goods**);
- you have used or installed the goods; or
- they have become mixed inseparably with other items after their delivery.

21.3 **The deadline for changing your mind.** If you change your mind about a product you must let us know no later than 14 days after the day we deliver your goods. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery.

21.4 **How to let us know.** To let us know you want to change your mind, contact our Customer Service Team: on Tel: 0117 971 7117 email info@eurobrick.co.uk fill in the online form at <https://www.eurobrick.co.uk/contact> or fill out and print-out our model [cancellation form](#) and post it to us at Euro Brick Systems Limited, Unit 5, Newbridge Trading Estate, Newbridge Close, Bristol, BS4 4AX.

21.5 **You have to return the product at your own cost.** You have to return goods to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can:

- bring the product to us at our premises. You will need your email receipt and the card you paid with.
- send the product back to us, using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you do not do this and we do not receive the goods at all or within a reasonable time we will not refund you the price.

21.6 **If you are using a courier service to return the goods to us,** we advise you to take photographs of the condition of the goods before returning them in case they are damaged by the courier in transit.

21.7 For help with returns, including our collection arrangements for goods see our Returns Process: <https://www.eurobrick.co.uk/cancellation-and-returns-policy> or contact our Customer Service Team on Tel: 0117 971 7117 or email info@eurobrick.co.uk to arrange collection. Please note that if you ask us to collect the goods you will be responsible for our direct collection costs.

21.8 **We only refund standard delivery costs.** We do not refund any extra you have paid for express delivery or special deliveries at a particular time.

21.9 **We reduce your refund if you have used or damaged a product.** If you handle the product in a way which would not be acceptable if you were in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", the product-branded packaging is damaged or accessories are missing Our Customer Service Team on Tel: 0117 971 7117 or email info@eurobrick.co.uk can advise you on whether we are likely to reduce your refund.

21.10 **When and how we refund you.** If your goods have not been delivered we refund you as soon as possible and within 14 days of you telling us you have changed your mind.

21.11 If you are returning goods to us or we have agreed to collect the goods from you we refund you within 14 days of receiving them back from you (or receiving evidence you have sent them to us). We refund you by the method you used for payment. We do not charge a fee for the refund.

22. Cancelled Orders for Business Customers. If you are a business you may at any time prior to dispatch of your order amend or cancel your order by written notice to us.

22.1 Please note that you cannot cancel or amend orders for:

- goods that are made to your specifications/measurements, provided to your requirements or are clearly personalised (bespoke goods); or
- special order goods or goods which we have to order especially for you.

23. You have rights if there is something wrong with your product Your rights and remedies if you are a consumer. We honour our legal duty to provide you with goods that are as described to you on our website and brochures and that meet all the requirements imposed by law. If you think there is something wrong with your product, you can return it to us at our premises or contact our Customer Service Team on Tel: 0117 971 7117 or email info@eurobrick.co.uk

24. Acceptance and Defective Goods for Businesses. Your rights if you are a business are detailed in this clause 24.

24.1 If, in respect of an order, we deliver up to and including 5% more or less than the quantity of goods ordered, you shall not be entitled to reject the order.

24.2 Without prejudice to clause 24.1, the quantity and specification of any consignment of goods as recorded by us upon despatch from our or our manufacturer's place of business shall be conclusive evidence of the quantity and specification received by you on delivery. If there are any problems with the goods or any incorrect quantities, we shall not be responsible nor liable to you unless you indicate so on the delivery note and provide conclusive evidence to the contrary within 7 days of delivery.

24.3 We warrant that on delivery any goods shall:

- conform in all material respects with their description and any relevant specification; and
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

24.4 You may reject any goods delivered that do not comply with clause 24.3 provided that:

- You comply with clause 24.7;
- notice of rejection is given to us in writing:
 - in the case of a defect that is apparent on normal visual inspection, within seven days of delivery;
 - in the case of a latent defect, within a reasonable time of the latent defect having become apparent; and.
- none of the events listed in clause 24.6 apply.

24.5 If you fail to give notice of rejection in accordance with clause 24.4, you shall be deemed to have accepted the goods.

24.6 We shall not be liable for a goods' failure to comply with the warranty set out in clause 24.3 in any of the following events:

- you make any further use of those goods after giving notice in accordance with clause 24.4;
- the defect arises because you have failed to follow our or the manufacturers oral or written instructions for the storage, commissioning, installation, use and maintenance of the goods or (if there are none) good trade practice regarding the same;
- the defect arises as a result of us following any drawing, design or specification supplied by you;
- you alter or repair those goods without our written consent;
- the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- the goods differ from their description or the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

24.7 If you reject goods under clause 24.4 then provided:

- we are given a reasonable opportunity of examining such goods; and
- you return the goods to us at your own cost,

and if we find that the goods are faulty we shall, at our option, replace the defective goods, or refund the price of the defective goods in full and this will be your only remedy for breach of the warranty.

24.8 Once we has complied with your request, we shall have no further liability to you for the rejected goods failure to comply with clause 24.3.

24.9 These terms shall apply to any repaired or replacement goods supplied by us.

24.10 If you are using a courier service to return goods to us, or if we are collecting them from you, we advise you to take photographs of the condition of the goods before returning them in case they are damaged by the courier in transit.

25. Discretionary returns for business customers

25.1 If you are a business customer, we may accept returns of non-faulty goods in our absolute and sole discretion. You must obtain our written consent before returning any non-faulty goods which must be returned to us at our premises at your expense. All returned goods must be in a resaleable condition and/or within batch date time limits and shall be subject to inspection upon receipt. If we agree to accept the goods back into stock, you shall pay a restocking fee of an amount equivalent to 20% of the price of the goods.

25.2 Please note that we will not accept returns for the following:

- pointing mortar and brick slip adhesives
- goods that are made to your specifications/measurements, provided to your requirements or are clearly personalised (bespoke goods);
- special order goods which we do not keep in stock or goods which we have to order especially for you; or
- goods which have a limited shelf life such as certain adhesives.

26. We can change goods and these terms

26.1 Changes we can always make. We can always change a product:

- to reflect changes in relevant laws and regulatory requirements; and
- to make minor technical adjustments and improvements.

26.2 Changes we can only make if we give you notice and an option to terminate. We can also make changes to the product or these terms, but if we do so we will notify you and you can then contact our Customer Service Team on Tel: 0117 971 7117 or email info@eurobrick.co.uk to end the contract before the change takes effect and receive a refund for any goods you have paid for in advance, but will not receive.

27. We can suspend supply of goods (and you have rights if we do)

27.1 We can suspend the supply of a good. We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product (see We can change goods and these terms).

27.2 We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we are suspending supply, unless the problem is urgent or an emergency. If we suspend supply, or tell you we are going to suspend supply, for more than 60 days you can contact our Customer Service Team on Tel: 0117 971 7117 or email info@eurobrick.co.uk to end the contract and we will refund any sums you have paid in advance for goods you will not receive.

28. We can also stop or suspend the supply of the goods if you do not pay

28.1 Without affecting any other right or remedy available to us, we may suspend or end the supply of goods to you if you fail to pay any amount due on the due date for payment and payment is still not received within 7 days of us reminding you that payment is due.

28.2 We may also suspend or stop our supply of goods to you in the following circumstances:

- you begin negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or makes a proposal for or enter into any compromise or arrangement with any of your creditors;
- you cease, or threaten to cease, to carry on all or substantially the whole of your business; or
- your financial position deteriorates so far as to reasonably justify our opinion that your ability to give effect to the terms of this agreement is in jeopardy.

29. We can withdraw goods

We can stop providing a product or goods. We let you know at least 14 days in advance and we refund any sums you have paid in advance for goods which will not be provided.

30. We can end our contract with you

30.1 We can end our contract with you for a product and claim any compensation due to us if:

- you do not make any payment to us when it is due and you still do not make payment within 14 days of our reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example delivery information or access information to your delivery location;

- you do not, within a reasonable time, either allow us to deliver the goods to you or collect it from us. If you have said you will collect any goods but you do not do this within 10 days then (unless the product is made to your specifications or is clearly personalised) we treat your order as cancelled and refund the purchase price.

31. If you are a consumer we do not compensate you for all losses caused by us or our goods

- **31.1 Our liability to consumers.** We are responsible for losses you suffer caused by us breaking this contract unless the loss is:
 - **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
 - **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section We are not responsible for delays outside our control.
 - **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own goods because you have not followed our instructions on how to store or handle the goods.
 - **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in Our liability to businesses.

32. If you are a business our liability to you is detailed in this clause 32.

32.1 If you are a business, then, except in respect of the losses described in Losses we never limit or exclude:

- 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; and
- 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 goods under such contract.

32.2 **Losses we never limit or exclude.** Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- 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; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

32.3 **No implied terms about goods.** Except to the extent expressly stated in Your rights if you are a business, we exclude 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.

33. We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice:

<https://www.eurobrick.co.uk/privacy-policy>

34. You have several options for resolving disputes with us

34.1 Our Customer Service Team will do their best to resolve any problems you have with us or our goods. Please contact us on Tel: 0117 971 7117 or email info@eurobrick.co.uk

- 34.2 Resolving disputes without going to court (consumers only). Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to Consumer Arbitration through their website at www.cdrl.org.uk/consumer-arbitration. If you are not satisfied with the outcome you can still go to court.
- 34.3 You can go to court. These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

35. Other important terms apply to our contract

- 35.1 **We can transfer our contract with you, so that a different organisation is responsible for supplying the goods.** We will contact you to let you know if we plan to do this. If you are a consumer and you are unhappy with the transfer you can contact our Customer Service Team Tel 0117 971 7117 or email info@eurobrick.co.uk to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for goods not provided.
- 35.2 **You can only transfer your contract with us to someone else if we agree to this.** If you are a consumer we may not agree to the transfer if we do not believe that the other party will pay or fulfil their other obligations under the contract. If you are a business you need our agreement to transfer your contract with us and it is entirely up to us whether we give it.
- 35.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other party can enforce it and neither of us need a third party to sign-off on terminating or amending the contract.
- 35.4 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, those terms will be removed from these terms but all other terms will continue to apply.
- 35.5 **Even if we delay in enforcing this contract, we can still enforce it later.** We may not immediately pursue you for payment or breach of these terms, but that does not mean we cannot do so at a later date.