

# Terms of business

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of our products listed on our website [www.subli.co.uk](http://www.subli.co.uk) (our website) to you. Please read these terms and conditions carefully before ordering any products from our site. You should understand that by ordering any of our products, you agree to be bound by these terms and conditions. These terms and conditions also apply to orders placed with us on the telephone, via fax, or in person.

You should print a copy of these terms and conditions for future reference. Your decision to order with us will be taken as full and unequivocal acceptance of our terms and conditions.

## 1 Information about us

[www.subli.co.uk](http://www.subli.co.uk) is a site operated by Meshtex Ltd. We are registered in England and Wales under company number 01079762 and our registered office address is Unit 2 Second Avenue, Poynton Industrial Estate, Poynton, Stockport, Cheshire, SK12 1ND

## 2. Your status

By placing an order through our site, you warrant that:

(a) You are legally capable of entering into binding contracts; [and]

(b) You are at least 18 years old;

(c) In purchasing from us you understand that our website is a trade website, a business to business website which sells products to businesses. Our website is not a retail website, and we do not knowingly supply to individual consumers. If you are an individual consumer and you choose to purchase from our business to business website, please note that you are agreeing in full to our terms of business as laid out herein.

## 3 Price and payment

3.1 The price of our products will be as listed on our website; unless the price listed on our website is in error.

3.2 The prices on our website exclude VAT.

3.3 We reserve the right to cancel any orders placed with us via our website or via any other ordering method, for any reason.

3.4 If we find that we have made an error, or our website has made an error, with the price of a product, or any other error relating to an order which renders the total price incorrect, you have the right to cancel the order for a full refund, but we do not have any obligation to supply products for the stated total cost if we deem the cost total to be erroneous for any reason.

3.5 All products remain the property of Meshtex Ltd until paid for in full.

## 4. Delivery

4.1 All information about delivery including the current delivery prices where possible, our stated on our website at <http://www.subli.co.uk/delivery-info/>

4.2 If we make a mistake with the quoted delivery price, or if the website charges the incorrect price for delivery, you have the right to cancel your order and receive a full refund, or to arrange collection / delivery yourself, but we are not obliged to supply the goods to you for any delivery charge that we deem to be erroneous.

4.3 Our website can only calculate delivery charges for mainland UK, as stated on the website at <http://www.subli.co.uk/delivery-info/> any orders that are to be delivered anywhere outside of mainland UK, require us to work out the delivery cost manually, therefore you are encouraged to contact us before ordering if you require delivery outside of mainland UK, so that we can work out the cost. If you do place your order online and the delivery cost is incorrect, we have the right to cancel the order, or to quote for delivery and to cancel the order if you do not pay the quoted delivery cost. Any cancelled orders will be subject to a full refund if payment has been made.

## 5. Returns

5.1 Returned goods will only be accepted and refunded or replaced if we have been notified prior to the goods being returned, and if we have agreed to the return of the goods.

5.2 Any returned Goods shall be subject to a restocking charge of up to twenty per cent (20%) at our discretion, if we deem that the reason for the return is not a fault on our part. If the reason for the return is deemed by us to be a fault on our part then we will refund the cost of the products only, without applying a restocking fee.

5.3 If we are refunding for returned goods, the refund will be strictly limited to the price that was paid for the products, and shall not include any amounts paid for delivery, unless we deem it to be appropriate for any reason to also refund the delivery charge.

5.4 If we are replacing returned goods, the value of the replacements shall be no more than the price paid for the returned goods, and delivery of the replacement goods will be chargeable unless we deem that we should be responsible for the cost of delivery, for goodwill or any other reason of our choosing.

5.5 Refund or replacement of goods is subject to us having received the returned goods in satisfactory condition. If we do not receive the returned goods, or if we receive them in what we deem to be unsatisfactory condition, we are under no obligation to refund or replace for these goods, furthermore we are not under any obligation to arrange the return of such products to you at our cost.

## **6. Our liability**

6.1 We warrant to you that any products purchased from us is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

6.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the product you purchased.

6.3 This does not include or limit in any way our liability for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

6.4 We are not responsible for indirect losses even if such losses result from a deliberate breach of these Terms by us that would entitle you to terminate the contract between us, including but not limited to:

(a) loss of income or revenue

(b) loss of business

(d) loss of profits or contracts

(e) loss of anticipated savings

(f) loss of data, or

(g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

## **7. Written communications**

When using our site, you accept that some communication with us will be electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **8. Notices**

All notices given by you to us must be given to Meshtex Ltd at [info@subli.co.uk](mailto:info@subli.co.uk) or in writing to us at: Meshtex Ltd, Unit 2 Second Avenue, Poynton Industrial Estate, Poynton, Stockport, Cheshire, SK12 1ND. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 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 (to the address provided by you), 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 (to the email address provided by you).

## **9. Transfer of rights and obligations**

9.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

9.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

9.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **10. Events outside our control**

10.1 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 events outside our reasonable control (Force Majeure Event).

10.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) Strikes, lock-outs or other industrial action.

(b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

(c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

10.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

### **11 Waiver**

11.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

11.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

11.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

### **12 Severability**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

### **13 Entire agreement**

13.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract.

13.2 We each acknowledge that, in entering into a Contract, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (Representation) of any person (whether a party to that Contract or not) other than as expressly set out in these terms and conditions.

13.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in these terms and conditions.

13.4 Nothing in this clause shall limit or exclude any liability for fraud.

### **14. Our right to vary these terms and conditions**

14.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, changes in our system's capabilities or for any other reason that we deem makes it necessary to do so.

14.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the products).

### **15. Law and jurisdiction**

Contracts for the purchase of products from ourselves, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.