

**IMPORTANT:** ITs Designs Ltd is a company involved in the sale to Private Individuals, Care Homes, Hospitals and Care Professionals (the “Carer”) of alarms systems and components to aid in the vigilant care of vulnerable children and adults (the “User”). Please read the wording of this Agreement carefully as it contains the terms and conditions ("the Conditions") upon which iTs Designs Ltd (Company number 04628666) at Atherstone House, Merry Lees Industrial Estate, Desford, LE9 9FE ("Us"/"We"/"Our") contracts with you ("You"/"Your"/"Yourself") for the sale of the Goods. In this Agreement, "Goods" means the goods described for sale in Our catalogue or other promotional literature or on Our website which We supply to You in accordance with the Conditions.

*All orders are accepted by Us subject to the following Conditions:*

**1. Order**

- 1.1. All orders for the Goods shall be placed by telephone, facsimile, post or email.
- 1.2. All orders for the Goods shall be subject to these Conditions, which shall take precedence over any other terms and conditions mentioned on any purchase order issued by You.
- 1.3. If any of item ordered by You is out of stock you will be advised within 48 working hours of Us receiving Your order. In such circumstances, You will be offered an alternative product (at its currently advertised price) if one is available, or You may cancel Your order.

**2. Payment.**

- 2.1. Payment is due at the time of submitting Your order for the Goods. However at Our discretion, We shall invoice You for the Goods on or soon after dispatch. In this case, payment is due 15 days after the month end in which the invoice was issued (the "Due Date").
- 2.2. If You fail to make pay for the Goods by the Due Date, We have the right to charge interest on the outstanding balance calculated on a daily basis at the rate of 8% per annum above the then current base lending rate of the Bank of England.
- 2.3. Prices quoted for the Goods are exclusive of VAT and current at the time of publishing. While every endeavour will be made to maintain them at their present low level, we reserve the right to effect changes, at any time prior to Your order being accepted, without prior notice (including, in particular, in the event of exchange rate variations).
- 2.4. If any sum of money is due from You, the same may be deducted from any sum then due or which at any time becomes due to You under this or any other Agreement between Us and You.

**3. Ownership of the Goods**

- 3.1. Ownership of the Goods delivered or to be delivered by Us will only be transferred to You when We have received cash or cleared funds in full payment of all sums owing to Us in respect of the Goods.
- 3.2. Until payment is made as aforesaid You must store the Goods in such a way that they are clearly Our property.
- 3.3. Until ownership has passed to You We retain full legal and beneficial title to the Goods and reserve the right at any time to require You to deliver up the Goods to Us and, if You fail to do so, forthwith upon Our request, to enter upon any of Your premises or of any third party where the Goods are stored and repossess the Goods.
- 3.4. Where ownership in the Goods has not yet passed to You. You may be entitled (but only with our prior written approval) to sell the Goods either in their original state or incorporated into other products acting as Our agents. In these circumstances the title to the Goods shall remain with Us, and You shall remain fully accountable to Us for the proceeds of the sale thereof.

**4. Delivery**

- 4.1. We shall despatch Goods by first class post or carrier to UK based customers (see 4.4 below in relation to export costs), and the cost of carriage will be added to the order invoice. Our intention is to recover the cost in this charge.
- 4.2. Specialist carriers can be arranged by prior agreement/
- 4.3. Time for delivery shall not be of the essence of this Agreement. We shall use reasonable

endeavours to deliver by the date specified but We shall be under no liability whatsoever for delay in delivery or the consequence thereof however caused and You hereby waive irrevocably all Your rights and remedies (if any) in respect of any loss or damage suffered or incurred directly or indirectly as a result of any late delivery of the Goods.

- 4.4. Export Orders - Freight and insurance is charged extra at cost. Please contact Our Export Department for a quotation. If the Goods are subject to import duties and/or taxes for overseas orders, these costs will be solely borne by You.

## **5. Returns**

- 5.1. If You are a private consumer (as opposed to business user) You may cancel any order made by You via Our website, mail order, e-mail or telephone at any time within 30 days of receipt by You of the Goods. You must notify Us either by e-mail to sales@itsdesigns.co.uk or by telephone. You must return the products in the same condition that they were in when they were despatched to You. The provisions of this clause 5.1 shall not apply in respect of any item that could be contaminated through use and present a health risk on return. The cost of returning these items shall be borne by YOU, unless returned within 7 days of receipt.
- 5.2. Subject to the provisions of clause 5.1 above, other than Goods returned under Guarantee in accordance with clause 7 or for shortages or damages reasons, returns will require Our Agreement and in any event will only be accepted in original condition and subject to a 25% charge for Goods returned within 60 days of receipt by You, 50% for any returned between 61 and 90 days and 75% from 91 to 120days.
- 5.3. Goods returned under provision of clause 5.1 or 5.2 and not meeting the requirement of being in their original condition will be refunded as offered, less the reasonable cost of returning the items to their original condition.
- 5.4. If there are shortages or damages to the Goods occurring in transit, You must notify us within 48 hours from the time of delivery, giving full details of any such shortages or damages and, at our option, You must either return the Goods to Us together with all packaging, or make them available for inspection by Us at the place they were delivered to.
- 5.5. In all cases where the Goods are returned You must quote the delivery note number.
- 5.6. Where We accept that there has been a shortage in Goods dispatched or the Goods have been damaged in transit, We shall replace such Goods at the previously invoiced price.
- 5.7. Cancellation of an order from business users can only be accepted after prior negotiation and agreement. On no account can cancellation be accepted for items ordered specially by Us on Your behalf.

## **6. Copyrights and Patents**

- 6.1. Goods and material contained in Our website and Our catalogue may be the subject of patents, copyright, design, trade mark or other intellectual property rights and all such rights are reserved by Us. We make no representation or warranty as to whether Your use of or dealing with the Goods (or any part or component thereof) either will or will not infringe such rights. Without limiting the generality of this statement, We do not grant nor purport to grant to You any licence, permission or authority in respect of such rights and You acknowledge and agree to satisfy Yourself in respect of such matters. We accept no liability for infringement of any such rights.
- 6.2. Reproduction in part or whole of Our catalogue or Our Website without Our prior written consent is strictly prohibited.

## **7. Guarantee**

- 7.1. Subject to the remaining provisions of this Clause 7, all Goods except those whose return could pose a health hazard (eg enuresis sheets) are guaranteed free from defect caused by faulty materials or workmanship for a period of the publicized life of the product or three years (whichever is the shorter) from the date of despatch by Us (the "Guarantee").
- 7.2. The Guarantee in clause 7.1 is given provided that:
  - 7.2.1. We are promptly notified in writing upon discovery by You that the Goods are defective due to faulty materials or workmanship;
  - 7.2.2. the Goods to which the claim refers are returned to Us within 3 years from the date of

- despatch by Us (the "Guarantee Period") suitably packed, carriage prepaid and accompanied with proof of purchase (delivery note or invoice) and details of the nature of the defect; and
- 7.2.3. examination by Us of the Goods in question confirms that the alleged defect has not been caused by misuse, neglect, method of storage, faulty installation, handling, testing or repair, by alteration or accident or by any other cause listed in clause 7.3(b)(i) to (iv) below.
- 7.3. We are not liable under this Guarantee:
- 7.3.1. if the total price for the Goods has not been paid by the Due Date; or
- 7.3.2. for any defect arising from:
- o fair wear and tear, wilful damage, negligence, misuse, or repair of the Goods without Our approval;
  - o any use of or dealing with the Goods in a manner which could not reasonably be expected having regard to their normal purpose;
  - o any use of or dealing with the Goods in conjunction with any other item where such item causes or gives rise to the alleged defect; or
  - o any use of the Goods which is not in accordance with the manufacturer's operating or user instructions or
  - o any failure to service or maintain the Goods in accordance with the manufacturer's instructions.
- 7.4. The Guarantee shall not be affected by and no obligation or liability shall result from providing technical advice or service in connection with Your order for the Goods.
- 7.5. Software programs are supplied by Us on Your strict understanding that the licensor/supplier of the software has made best endeavours, without guarantee, that the contents of the software is free from errors, viruses or omissions.
- 7.6. Our liability under the Guarantee shall be limited to replacing, repairing or issuing credits at Our option for any Goods returned within the Guarantee Period.

## **8. Limitation of liability**

- 8.1. Subject to clauses 8.3 and 8.4 below and save as otherwise expressly provided in this Agreement, all warranties, conditions or other terms, whether express or implied by statute or common law or otherwise, are excluded or limited to the fullest extent permitted by law. In particular We make no representation or warranty that the Goods are either of satisfactory or merchantable quality or fit for any purpose or that they conform to any description. You acknowledge and agree that You have relied upon Your own skill and judgement in selecting the Goods.
- 8.2. Subject to clauses 8.3 and 8.4 and to the Guarantee given in accordance with clause 7, and to the full extent permitted by law We exclude all liability for any loss, damage or expense howsoever suffered or incurred by You as the direct, indirect or consequential result of the Goods either not being of satisfactory or merchantable quality, or fit for any purpose, or conforming to any description and You hereby irrevocably waive all rights and/or remedies (if any) which You may have or have had in respect of such loss, damage or expense and/or in respect of any breach or default of any warranty implied by statute, equity or common law concerning the quality, fitness or description of the Goods.
- 8.3. Clauses 8.1 and 8.2 do not apply where You deal as a Consumer to the extent that such exclusions or limitations are not permitted by law.
- 8.4. Nothing in these Conditions shall limit Our full liability in respect of death or personal injury caused by Our own negligence.
- 8.5. We shall not be liable for incidental or consequential damages for any breach hereof, including but not limited to costs of removal and re-installation of Goods, loss of goodwill, loss of profits or loss of use.
- 8.6. In placing any order You expressly confirm that you have understood our published liability as regards death or injury of the User which could arise from a failure to perform. All our alarm products are offered to provide a method for Carers to improve their vigilance to the onset of potentially dangerous health conditions, on a statistical basis. There is no guarantee that every such condition will be detected or communicated.

## **9. Commercial Tolerances**

Dimensions and other physical characteristics of the Goods are subject to normal commercial tolerances. Unless otherwise stated, electrical ratings represent safe working limits.

## **10. Miscellaneous**

- 10.1. We reserve the right to discontinue any product, or make design changes to product specifications, or use different suppliers or manufacturers to those stated in Our catalogue or other promotional material or on Our website, without prior notice, as part of Our continuous process of product and service improvement, or to improve product availability. The information contained in Our catalogue or other promotional material or on Our website is correct to the best of Our knowledge at the time of going to press. All images are used for illustration purposes only.
- 10.2. iTs Designs Ltd operates a quality control procedure in line with the requirements of offering Medical Devices Class 1 to 93/42/EEC. A Certificate of Conformance can be supplied when required for products conforming to that standard.
- 10.3. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.
- 10.4. We shall not be liable to You for any delay or failure to perform any of Our obligations hereunder which is due to causes or circumstances beyond Our reasonable control, including (without limitation) acts of civil or military authority, national emergencies, fire or flood, acts of God, war or riots, actions or omissions of third parties.
- 10.5. This Agreement including the order is the complete and exclusive statement of the contractual relationship between the parties, which supersedes all prior proposals, understandings, agreements, or representations between the parties relating to this Agreement except in respect of any fraudulent misrepresentation made by either party.
- 10.6. We reserve the right to randomly monitor and record inbound and outbound calls.
- 10.7. No delay, neglect or forbearance on Our part in enforcing Our rights against You shall be construed as a waiver or in any way prejudice any of Our rights hereunder.
- 10.8. Where appropriate, health and safety data will be supplied with the Goods. Further information is available upon request.
- 10.9. This Agreement shall be governed by and construed in accordance with the laws of England and Wales whose courts shall have non-exclusive jurisdiction in connection with any dispute arising out of or in connection with it.