



## TERMS AND CONDITIONS

### BACKGROUND:

This agreement applies as between you, the User of this Web Site or Purchaser and Albion Design & Fabrication Ltd the owner(s) of this Web Site. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

No part of this Web Site is intended to constitute a contractual offer capable of acceptance. The Purchaser's order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email to the Purchaser indicating that the order has been fulfilled and has been dispatched.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Web Site;
“Carrier”	means any third party responsible for transporting purchased Goods from our Premises to customers;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
“Goods”	means any products that Albion Design & Fabrication Ltd advertises and / or makes available for sale through this Web Site;
“Service”	means collectively any online facilities, tools, services or information that Albion Design & Fabrication Ltd makes available through the Web Site either now or in the future;
“Payment Information”	means any details required for the purchase of Goods from this Web Site. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
“Purchaser”	means any person or business that buys Goods from Albion Design & Fabrication Ltd from this Web Site;
“Purchase Information”	means collectively any orders, invoices, dispatch notes, receipts or similar that may be in hard copy or electronic form;
“Premises”	Means our place(s) of business located at: 4-16 Gosforth Close Sandy, Bedfordshire, SG19 1RB
“System”	means any online communications infrastructure that Albion Design & Fabrication Ltd makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Web Site and is not employed by Albion Design & Fabrication Ltd and acting in the course of their employment; and
“Web Site”	Means the website that you are currently using (www.albion-manufacturing.com) and any sub-domains of this site (e.g. subdomain.) unless expressly excluded by their own terms and conditions.

### 2. Business Customers

These Terms and Conditions apply to business customers only.

### 3. International Customers

If Goods are being ordered from outside Albion Design & Fabrication Ltd's country of residence, import duties and taxes may be incurred



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[www.albion-manufacturing.com](http://www.albion-manufacturing.com) [www.system-av.com](http://www.system-av.com)

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once the Goods reach their destination. Albion Design & Fabrication Ltd is not responsible for these charges and we undertake to make no calculations or estimates in this regard. If a Purchaser buying internationally, they are advised to contact their local customs authorities for further details on costs and procedures. The Purchaser of the Goods will also be the importer of record and as such should ensure that the purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and Albion Design & Fabrication Ltd gives no guarantee that the packaging of the Goods will be free of signs of tampering.

#### 4. Intellectual Property

- 4.1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Albion Design & Fabrication Ltd, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 4.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by Albion Design & Fabrication Ltd.

#### 5. Third Party Intellectual Property

- 5.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.
- 5.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.

#### 6. Fair Use of Intellectual Property

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

#### 7. Links to Other Web Sites

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of Albion Design & Fabrication Ltd or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

#### 8. Links to this Web Site

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site [www.albion-manufacturing.com](http://www.albion-manufacturing.com) without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Albion Design & Fabrication Ltd. To find out more please contact us by email at [info@albion-manufacturing.com](mailto:info@albion-manufacturing.com) or telephone +44 (0)1767 692313. Fax +44 (0)1767 683157.

#### 9. Use of Communications Facilities

- 9.1 When using the enquiry form or any other System on the Web Site you should do so in accordance with the following rules:
- 9.1.1 obscene or vulgar language must not be used;
- 9.1.2 Content that is unlawful or otherwise objectionable must not be submitted. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
- 9.1.3 Content that is intended to promote or incite violence must not be submitted;
- 9.1.4 it is advised that submissions are made using the English language(s) as we may be unable to respond to enquiries submitted in any other languages;
- 9.1.5 the means by which Users identify themselves must not violate these terms of use or any applicable laws;
- 9.1.6 Users must not impersonate other people, particularly employees and representatives of Albion Design & Fabrication Ltd or our affiliates; and
- 9.1.7 our System must not be used for unauthorised mass-communication such as "spam" or "junk mail".
- 9.2 You acknowledge that Albion Design & Fabrication Ltd reserves the right to monitor any and all communications made to us or using our System.

#### 10. Accounts

- 10.1 In order to purchase Goods on this Web Site and to use the facilities Users are required to create an Account which will contain certain personal details and Payment Information which may vary based upon a User's use of the Web Site as we may not require payment information until a purchase is to be made. By continuing to use this Web Site you represent and warrant that:



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- 10.1.1 all information you submit is accurate and truthful;
- 10.1.2 if you are buying on behalf of your employers, you have the authority to submit Payment Information where any such authority is required; and
- 10.1.3 you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

- 10.2 It is recommended that you do not share your Account details, particularly your username and password. Albion Design & Fabrication Ltd accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.
- 10.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact Albion Design & Fabrication Ltd immediately to suspend your Account and cancel any unauthorised purchases that may be pending. Please be aware that purchases can only be cancelled until they are dispatched. In the event that an unauthorised purchase is dispatched prior to your notifying us of the unauthorised nature of the purchase, Albion Design & Fabrication Ltd accepts no liability or responsibility and you should make contact with the Carrier detailed in the Purchase Information.
- 10.4 When choosing a username Users are required to adhere to the terms set out above in Clause 9. Any failure to do so could result in the suspension and/or deletion of your Account.

## 11. Termination and Cancellation

- 11.1 Either Albion Design & Fabrication Ltd or a User may terminate an Account. If Albion Design & Fabrication Ltd terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 11.2 If Albion Design & Fabrication Ltd terminates an Account, any current or pending purchases on your Account will be cancelled and will not be dispatched.
- 11.3 Albion Design & Fabrication Ltd reserves the right to cancel purchases without stating reasons, for any reason prior to processing payment and dispatch.
- 11.4 If purchases are cancelled for any reason prior to dispatch Purchasers will be refunded any monies paid in relation to those purchases.
- 11.5 If a User terminates their Account any non-dispatched purchases will be cancelled and a full refund of any monies paid in relation to those purchases will be paid through the payment method used when the Goods were purchased.

## 12. Payment

- 12.1 Any and all invoices are due for payment on the date shown on the invoice, unless alternative arrangements have been agreed between the Purchaser and Albion Design & Fabrication Ltd.
- 12.2 Interest will be charged on a time period basis, at 4% above the Barclays Bank base rate at the time.

## 13. Goods, Pricing and Availability

- 13.1 Whilst every effort has been made to ensure that all graphical representations and descriptions of Goods available from Albion Design & Fabrication Ltd correspond to the actual Goods, Albion Design & Fabrication Ltd is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Goods, not different Goods altogether. Please refer to Clause 16.1 for incorrect Goods.
- 13.2 Where appropriate, you may be required to select the required [size] [model] [colour] [number] [other features] of the Goods that you are purchasing.
- 13.3 Albion Design & Fabrication Ltd does not represent or warrant that such Goods will be available. Stock indications are provided on the Web Site however these may not take account of the sales that have taken place during your visit to the website.
- 13.4 All pricing information on the Web Site is correct at the time of going online. Albion Design & Fabrication Ltd reserves the right to change prices and alter or remove any special offers from time to time and as necessary.
- 13.5 In the event that prices are changed during the period between an order being placed for Goods and Albion Design & Fabrication Ltd processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price;
- 13.6 All prices on the Web Site do not include VAT. Albion Design & Fabrication Ltd's VAT number is 476 1931 25.

## 14. Property, Risk and Account of Profits

- 14.1 Title in Goods will not pass to the Purchaser until the full purchase price for those Goods has been received by Albion Design & Fabrication Ltd. Title remains with Albion Design & Fabrication Ltd until payment is complete.



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- 14.2 If the Purchaser sells the Goods on to its own customers in any form, either as purchased from Albion Design & Fabrication Ltd or forming a component part of a larger Good, and any amount of the purchase price payable to Albion Design & Fabrication Ltd remains outstanding, the Purchaser must account to Albion Design & Fabrication Ltd for the proceeds of such a sale. The Purchaser is then required to hold such proceeds on trust for Albion Design & Fabrication Ltd until payment has been received in full by Albion Design & Fabrication Ltd.

**15. Delivery**

- 15.1 Albion Design & Fabrication Ltd will notify you by way of email when your goods are to be dispatched to you. The message will contain details of estimated delivery times in addition to any reasons for a delay in the delivery of the Goods purchased by you.
- 15.2 If Albion Design & Fabrication Ltd receives no communication from you, within 5 days of delivery, regarding any problems with the Goods, you are deemed to have received the Goods in full working order and with no problems.

**16. Returns & Refunds**

Albion Design & Fabrication Ltd aims to always provide high quality Goods that are fault free and undamaged. On occasion however, goods may need to be returned. Returns are governed by these Terms and Conditions. This is in addition to your statutory rights:

- 16.1 In the event of incorrect or damaged goods being delivered these may be returned for refund or replacement subject to notification within 5 working days of delivery, and obtaining a Customer Returned Goods Note (CRGN) number from our sales department. To obtain a CRGN number contact our sales department on + (0) 1767-692313 (option 1) or e-mail [info@albion-manufacturing.com](mailto:info@albion-manufacturing.com) with reason for return. Incorrect goods must be returned in "as new" condition in original packaging. A restocking charge may apply for return of incorrectly ordered goods. Where applicable refunds and/or replacements will be issued upon our receipt of the returned Goods.

**17. Privacy**

Use of the Web Site is also governed by our [www.albion-manufacturing.com/privacypolicy](http://www.albion-manufacturing.com/privacypolicy) which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

**18. Disclaimers**

- 18.1 Albion Design & Fabrication Ltd makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.
- 18.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.
- 18.3 No part of this Web Site is intended to constitute a contractual offer capable of acceptance.

**19. Changes to the Service and these Terms and Conditions**

Albion Design & Fabrication Ltd reserves the right to change the Web Site, its Content or these Terms and Conditions at any time. Users and Purchasers will be bound by any changes to the Terms and Conditions from the first time the Web Site is used by them following the changes. If Albion Design & Fabrication Ltd is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by Purchasers in the future.

**20. Availability of the Web Site**

The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Albion Design & Fabrication Ltd accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

**21. Limitation of Liability**

- 21.1 To the maximum extent permitted by law, Albion Design & Fabrication Ltd accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.
- 21.2 Nothing in these Terms and Conditions excludes or restricts Albion Design & Fabrication Ltd's liability for death or personal injury resulting from any negligence or fraud on the part of Albion Design & Fabrication Ltd.
- 21.3 Nothing in these Terms and Conditions excludes or restricts Albion Design & Fabrication Ltd's liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Web Site.



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21.4 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

22. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

23. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

24. **Notices**

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to [info@albion-manufacturing.com](mailto:info@albion-manufacturing.com). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

25. **Law and Jurisdiction**

These terms and conditions and the relationship between you and Albion Design & Fabrication Ltd shall be governed by and construed in accordance with the Law of England and Wales and Albion Design & Fabrication Ltd and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.



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