

## Terms & Conditions

NOTE: AT PRESENT ANY MENTION OF PURCHASES BY CREDIT CARD USING THIS SITE MUST BE DISREGARDED AT PRESENT SINCE STORM CONTROLS DO NOT HAVE THIS FACILITY IN PLACE AS YET. THIS WILL BE REMEDIED IN DUE COURSE AND WE APOLOGISE FOR ANY INCONVENIENCE CAUSED BY THE ABSENCE OF THIS FACILITY AT THIS TIME.

Last updated on 09.07.09

We recommend that you print and keep a copy of these Terms and Conditions for future reference.

To print please press CTRL + P

### Terms and Conditions

These Terms and Conditions apply to all transactions on this site. Please read them carefully. They do not affect your statutory rights.

We may change these Terms and Conditions at any time. Any changes will take effect on the date they are posted on to the site (see date above). You will be asked to read and accept the Terms and Conditions each time you place an order to ensure that you are familiar with the most current ones.

Please note that different terms, including prices, delivery charges, delivery times and returns policies, may apply to purchases made direct with Storm Products.

### Our Contract

You will have an opportunity to check and correct any input errors in your order up until you click the Submit Order button.

After you submit an order we will give you an Order Reference Number and details of the products you have ordered. We will send the same details to you in an email acknowledging receipt of your order (Order Acknowledgement). We will then send a further email when we start to process your order (Order Processing). Please note that these emails are both acknowledgements, not acceptance of your order.

Subject to the paragraph headed &ldquo;IMPORTANT&rdquo; underneath the &ldquo;Prices and Payment&rdquo; section below, acceptance of your order and the creation of a legally binding contract between us will only occur when we send you an email confirming your order (Order Confirmation). This will contain details of how your products will be delivered to you. Alternatively, we may decline all or part of your order for any reason, in which case our Order Confirmation email will tell you so.

When deciding whether or not to accept your order we may use certain information about you, including any received from credit reference agency checks. In particular, we may pass your details to others for them to check against certain public and private databases. This helps to protect you and us against fraudulent transactions.

We will tell you if your payment details cannot be authorised for any reason and may invite you to pay by another method. Please note that products, prices and offers made direct with Storm Controls may differ from those featured on this site.

## Prices and Payment

All prices and charges on this site are in UK Pounds Sterling or Euros. They exclude any VAT payable and delivery charges. The total cost of your order will be the price of the products you order, the applicable VAT & delivery charge. All these will be set out clearly in your Shopping Basket before you submit your order.

Prices, offers and products are subject to availability and may change before, but not after, we accept your order. If something becomes unavailable we may offer you an alternative.

**IMPORTANT:** We try very hard to ensure that all information on this site is accurate. However, just occasionally, an error can occur. If we discover an error in the price or description of a product you have ordered, we may cancel your order at any time up to the point we send you the product(s) (even if you have received your order confirmation email). We will contact you where we become aware of an error and ask whether you wish to continue with your order at the correct price or cancel it. If we do cancel your order, you will receive a full refund of any charges paid in advance.

We accept payment by most major credit and debit cards for GB. Sterling transactions. For payments in Euros only Mastercard and Visa cards are accepted. Payment is deducted when we process your order.

For non Web transactions (i.e. transactions direct with Storm Controls) you can also pay by credit card, business account or cheque. Payment is taken when we dispatch the goods.

## Restrictions - Age Requirements and Limits on Orders

DELIVERY Last Updated 09.07.09

## Where We Deliver

We deliver anywhere in the world. Delivery must be to the address shown on your registration file, unless by special arrangement with Storm Controls. All deliveries must be signed for except for items sent by post. Please make sure you keep the receipt enclosed with your goods.

## Delivery Charges

We make every effort to keep our delivery charges as low as possible. Our charge depends on the type of product ordered, the weight in kilograms and the country & location of your delivery address. You only pay one delivery charge for each order, irrespective of the number of products ordered. If you order two or more products which fall into different categories, the higher charge applies.

You will be given full delivery details during the order process.

## How We Deliver

Smaller products weighing less than 500 grams are generally delivered by post. Larger products or orders over 500 grams will be delivered by specialist freight contractors.

We will notify you which delivery method we will use when we send you the Order Confirmation email. Very occasionally different products in the same order may be delivered separately.

## Delivery Times

For certain goods we will specify an "expected delivery date";

In all other cases set out below, delivery times are calculated in working days i.e. Monday to Friday inclusive but excluding Bank Holidays. If you order after 3pm, please calculate your delivery time as if your order had been placed the following working day.

Standard postal deliveries should arrive within 5 working days of placing your order. To avoid disappointment, please allow a little extra time during busy sales periods.

## IMPORTANT:

We do everything we can to meet the delivery times specified in this section. However, these cannot be guaranteed as occasionally delivery times may be affected by factors beyond our control e.g. problems obtaining authorisation for your payment. We will inform you if we become aware of an unexpected delay.

Please allow extra time for deliveries to destinations out with the UK or if you apply for credit. We need to receive your signed application form back before we can process your order; this can add 5 working days to delivery times.

## Tracking Your Order

You can track the progress of your order by logging in and then going to "My Account". We will inform you if there are likely to be any unexpected delays.

## Missing, Damaged or Incorrect Orders

We try very hard to ensure that you receive your order in pristine condition. If you do not receive all your products, please check that they have been despatched, by using our tracking facility. Simply log in and go to "My Account". If your order is not on its way to you, either email us at [sales@stormcontrols.co.uk](mailto:sales@stormcontrols.co.uk) or telephone (44) (0) 1355 571781. In the unlikely event that a product arrives damaged or faulty, please follow the instructions in the delivery documents.

## Storm Products Returns and After Sales Policy

Last updated on 09.07.09

## Cancellations for Web delivery items only

We will exchange or refund your purchase either before or up to 7 days following the day of delivery if you return the item to us as set out below, but it must be returned unopened and in its original packaging, complete with any accessories provided. This does not affect your consumer rights.

You can cancel your purchase by:

- returning the product to Storm Controls Ltd. 1, Tennant Avenue, East Kilbride, G74 5NA with your receipt and advising us of the card used to buy the goods so we can credit it.

In all cases, your product must be complete and in 'as new' condition. If you have opened the box to examine the product you must have done so without damaging or marking the product or packaging. The product must not have been used or installed. It should be returned with the original box and packaging, along with any accessories you received with it.

If you follow the above steps, we will issue you with a full refund for the cost of the product less any delivery charges incurred. Refunds take 3-5 working days to be credited to your payment card after receipt of the goods by Storm Controls. If you would like us to collect the goods from you, we will inform you of the charge on request.

Whilst the goods are in your possession you must take reasonable care of them and not use them.

We cannot cancel your purchase when:

you return your product without proof of purchase or the goods were a special order to your specification.

#### Faulty goods

1. Products manufactured by Storm Controls will be guaranteed against faulty workmanship and material for a period of 24 months from the date of shipment.

2. Units for repair under warranty during the warranty period must be returned to the Storm Controls factory, transport paid by the Buyer in the first instance. Storm Controls will examine the unit and determine the cause of the problem and advise the Buyer of the fault and whether this is covered by our warranty. If it is found to be a true warranty repair the unit will be repaired or replaced as deemed necessary by Storm Products and returned at Storm Product's cost to the Buyer within 5 days of receipt of the unit at the factory. The cost of the initial transit to Storm Controls will be refunded as appropriate on goods repaired under warranty.

3. Products returned under warranty must be returned in a fully assembled condition properly packed to reach Storm Controls in good condition. Any tampering or dismantling of the Products by the Buyer or other parties prior to return under warranty will negate the warranty.

4. No warranty exists on any separate parts or assemblies unless they were supplied by Storm Products as spare parts or assemblies.

5. No other course for redress under the Storm Controls warranty is provided for or implied.

6. This warranty does not cover faults caused by accident, neglect, misuse or normal wear and tear. Consumable items, such as printer rolls and ribbons and non-rechargeable batteries are specifically excluded.

THIS RETURNS POLICY DOES NOT AFFECT YOUR LEGAL RIGHTS. DETAILS OF YOUR LEGAL RIGHTS ARE AVAILABLE FROM THE CITIZENS ADVICE BUREAU OR CONSUMER DIRECT.

## This Website

We, the Directors of Storm Products own the copyright, trademarks and all other intellectual property rights in all material and content on this website, which you may use, download, copy, publish, transmit or otherwise make available by any other means only for your own use. Any other use or reproduction of the material or content is strictly prohibited.

You may not create any link to this website without our prior written consent, nor may you restrict or inhibit the use or enjoyment of it by anyone else.

## General

These terms and conditions and all transactions relating to this website are governed by Scottish law and are subject to the non-exclusive jurisdiction of the Scottish courts. We do not accept amendments to these terms and conditions.

Your data protection rights are set out in our Privacy Policy.

Additional terms and conditions may apply for special offers, prize competitions, prerelease orders and other services and offers. If so, you will be alerted to them at the relevant juncture.

These terms and conditions only cover the Storm Controls website. Any other websites to which you link from this site are governed by their own terms and conditions. We accept no responsibility or liability for the content or operation of websites which are not under our control. We are required by law to tell you that sales can be concluded in English only and that no public filing requirements apply.

Items sold on this website are generally intended for vehicular or cold store use, for direct use by the buyer or for resale to others. Our warranty is with the buyer, but will be extended to include the end user if different on request. We reserve the right to refuse access to this website, to remove or edit content, or to refuse or cancel orders at our discretion. If we cancel an order, it will be without charge to you, and we will reimburse any payment made by you.

Storm Products Ltd, 1 Tennant Avenue, EastKilbride, G74 5NA registered in Scotland No. SC356054.

