

DELIVERY AND RETURNS EXTRACT FROM TERMS AND CONDITIONS (FOR BUSINESSES)

Gibbons Fans Ltd, 20-22 Bedford Row, London, WC1R 4JS

16. Interpretation

“Business” means a person or firm who purchases Products from the Company in the course of a business;

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks are open for business;

“Customer” means the Consumer or Business for whom the Company has agreed to provide the Products in accordance with these Terms;

“Company” means Gibbons Fans Limited a company registered in England and Wales (company number 09855113) whose registered office is at 20-22 Bedford Row, London, WC1R 4JS. Also referred to as us, we or our;

“Consumer” means a person who is not acting in the course of a business;

“Contract” means the contract for the provision of the Products;

“Products” means the fan(s) and/or other products to be provided by the Company to the Customer under the contract for the supply of goods. Product shall be construed accordingly;

“Incoterms” means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made.

A. The terms below are an extract from our full terms and conditions (“Terms”). Therefore, any references to clauses outside of those mentioned here can be found in the full version of the Terms. Please ensure you read all of the Terms before you place an order.

B. If your Products are under the Warranty or Extended Warranty please refer to clause 19 of the Terms, or if your issue concerns an Event Outside the Company’s Control, please refer to clause 22.

15. Delivery for Businesses

15.1 Delivery of the Products shall be made by the Business collecting the Products at the Company’s premises at any time after the Company has notified the Business that the Products are ready for collection or, if some other place for delivery is agreed by the Company, upon the arrival of the Products to that place.

15.2 Although the Company will endeavour to supply the Products within any specified delivery time, because of the possibility of delays on the part of the Company’s suppliers, any dates quoted for delivery of the Products are approximate only and therefore time for delivery shall not be of the essence. The Products may be delivered by the Company in advance of the quoted delivery date on giving reasonable notice to the Business.

15.3 The Company shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure event or the Businesses failure to provide the Company with adequate delivery instructions or any other instructions, or documentation, that is relevant to the supply of the Products.

15.4 Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Terms or any claim by the Business in respect of any one or more instalments shall not entitle the Business to treat the Contract as a whole as repudiated.

15.5 Subject to clause 15.7, if the Company fails to deliver the Products, or delivers less Products than were ordered, its liability shall be limited to:

15.5.1 replacement Products supplied by the Company; or

15.5.2 a refund of the price of the Products that are not delivered.

15.6 These Terms shall apply to any repaired or replacement Products supplied by the Company.

15.7 The Company shall not be liable for any non-delivery of Products (even if caused by the Company’s negligence in respect of partial non-delivery) unless the Business gives written notice to the Company of the non-delivery within 24 hours of receipt of the despatch confirmation of the Products in the case of total non-delivery or within 24 hours of delivery in respect of partial non-delivery and provides a complete statement of claim to the Company within 7 days of the date of the written notice. Following receipt of the notification for partial non-delivery, the Company must be given the opportunity to inspect and re-count or re-weight the Products received.

15.8 If the Business shall fail to give notice in accordance with 15.7 above the Products shall be deemed to be delivered in accordance with the Contract and, without prejudice to earlier acceptance by the Business, it shall be bound to accept and pay for the same accordingly.

15.9 Any Products that are returned by the Business must be returned in their original packaging. The Company considers the pallet as part of the packaging and therefore, if a pallet was used to deliver the Products and the Products are no longer securely held on the pallet it will have to be re-palletised before the Products are transported, otherwise the Company may not be able to collect the returned Products.

15.10 If the Business does not re-palletise the Products where necessary and the Company is unable to collect the Products the Business will be responsible for the costs incurred by the Company in organising for alternative transport or re-palletising the Products.

15.11 In the case of Products ordered in error the Company will offer the Business a refund, subject to clause 15.12.

15.12 If Products were ordered in error or are not found to be faulty by the Company after the Company's inspection and testing the Company reserves the right to charge the Business 25% of the cost of the Products returned.

15.13 If Products are re-sold by the Business, the Company shall not have any liability for damage caused to the Products during delivery to its successors in title to the Products, whether under the warranty in clause 19 or otherwise.

15.14 If the Business fails to take delivery of the Products on the date the Business is notified that the Products are ready under clause 15.1 or fails to give the Company adequate delivery instructions or documentation needed to deliver the Products at the time stated for delivery (otherwise than by reason of any cause beyond the Business's reasonable control or by reason of the Company's fault) then, without limiting any other right or remedy available to the Company, the Company may:

15.14.1 store the Products until actual delivery and charge the Business for the reasonable costs of storage (including insurance); and

15.14.2 After 30 Business Days sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses):

(a) where the Business has paid for the Products, account to the Business for any excess over the price of the Products purchased by the Business; or

(b) where the Business has not yet paid for the Products, charge the Business for any shortfall below the price of the Products purchased by the Business.

17. International delivery

17.1 We deliver to the countries listed on this page [insert link to page listing the countries] ("International Delivery Destinations"). However there are restrictions on some Products for certain International Delivery Destinations, so please review the information on that page carefully before ordering Products.

17.2 If you order Products from our Site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

17.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

17.4 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law by ordering our Products.

23. Export terms

23.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Terms, but if there is any conflict between the provisions of Incoterms and these Terms, the latter shall prevail.

23.2 Where the Products are supplied for export from the United Kingdom, the provisions of this clause 23 shall (subject to any special terms agreed in writing between the Customer and the Company) apply notwithstanding any other provision of these Terms.

23.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties on them.

23.4 Where the Company has not agreed to insure the Products during transit, clause 18.1.3 shall apply and the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.