

TERMS AND CONDITIONS (INVOICE)

“Terms and Conditions” are the terms and conditions which apply to you

“Website” is www.fluorescentlampdisposal.co.uk and SumoFTCLLP.co.uk

“Seller” the “Buyer” is a visitor to the site

“Products” are the goods sold on our website

“Contract” is the contract between us for the supply of products on our website.

1. CONDITIONS OF SUPPLY: In all cases, the supply of products by SumoFTCLLP.co.uk shall be subject to and conditional upon acceptance to the following terms and conditions which shall apply notwithstanding any purported waiver, expressed or implied, by or on behalf of the seller. In any case where there is conflict between these conditions and any terms proposed by the buyer then the Sumo FTC LLP terms and conditions shall apply. Any variation to the terms and conditions must be agreed in writing by Sumo FTC LLP and will be at our sole discretion.

2. DELIVERY AND AVAILABILITY OF PRODUCT: The price per unit will be provided upon request for worldwide delivery we insist you email or call us so we can provide accurate shipping charges to your destination. We reserve the right to postpone, cancel or refund any order where incorrect delivery has been chosen.

Payment Terms

(Please note that for purchases outside of the UK full payment is required prior to delivery/shipment by international bank transfer, banking details will be supplied once we have received your purchase order)

b.) Currency Quoted (UK Sterling)

c.) Freight/Shipment Carrier (i.e. Air, Road, Ocean Freight, FedEx, UPS, Courier Delivery)

d.) Delivery Date (Within 3 weeks of receiving your purchase order)

Delivery dates are approximate. Upon arrival, all goods must be inspected carefully for damage, and signed for appropriately.

Please be aware for large and heavy goods, that you have adequate space to receive and handle the goods in a safe manner. In such instances, we insist that at least 2 people handle/carry the item(s). Sumo FTC LLP will under no circumstance accept any liability for any loss, damages or expenses arising from the late delivery of goods by Sumo FTC LLP, its agents or its agents' carriers due to any cause whatsoever. Any delivery time or date for dispatch or delivery date which we may specify is accordingly an estimate only and thus should not be relied upon although we will make every reasonable endeavour to deliver promptly. Should a specific delivery time be required then Sumo FTC LLP will try to accommodate this request but may charge an additional carriage rate to cover any cost associated with such a request. We cannot guarantee that any request will be met and shall accept no cost or liability associated with any failure to deliver to a specific time. Where Sumo FTC LLP uses a courier or delivery agent we cannot be held responsible for any damage, inconvenience or obstruction caused by the agent on the client's premises. We

reserve the right to refuse delivery to any address other than that registered within the original purchase order. We will not deliver to postal address boxes or addresses not recognised by the carrier. Sumo FTC LLP are not liable for disposal, retrieval, or charges incurred in disposing of transit packaging. Goods delivered with transit packaging are to protect your purchase, the buyer agrees to dispose of the surrounding packaging, polystyrene, packing crate, pallet or similar devices of their own accord.

3. Payment Terms: (Please note that for purchases outside of the UK full payment is required prior to delivery/shipment by international bank transfer, banking details will be supplied once we have received your purchase order) Currency Quoted (UK Sterling)

4. RISK AND TITLE: The product will become the Buyer's risk at the point of delivery to the buyer's premises or delivery location. For the avoidance of doubt, the title of product supplied and ownership shall remain with us until full payment has been received by Sumo FTC LLP for all monies due in respect of the goods supplied and all relevant payments have cleared in our relevant bank account. This shall include all delivery and extra charges that may apply.

5. PRICES: The price of all products sold will be the price that is quoted. We shall update these prices from time to time and reserve the right to adjust prices at any time due to supplier price changes, taxation influences, sales or promotions. In the case of pricing errors we reserve the right to cancel any orders placed and refund the buyer. In such cases we will contact the buyer to inform them. This will be at any stage prior to despatch and will be at our sole discretion. All prices quoted by Sumo FTC LLP are subject to alteration at our sole discretion. Any price changes will not affect any orders where we have already provided confirmation that the products will be despatched. All prices quoted are inclusive of VAT (unless shown otherwise). VAT shall be charged on invoices at the rate in force. The tax status of the buyer shall be a matter between the buyer and the appropriate tax authority. No variations or discretion will be shown for any reason. Any charges incurred for overseas deliveries, such as Port Taxes by the customs/import taxes will be the responsibility of the buyers.

6. YOUR STATUS: By placing an order with Sumo FTC LLP you warrant that you are legally capable and authorised to enter into binding contract to make payment by which ever method is agreed by Sumo FTC LLP.

7. THIRD PARTY POLICY: The content, materials and information displayed anywhere on the whole Website may be provided or posted in some cases by third parties. Where this happens we make clear that we are not the originator of any content regardless of the status of the representative or provider. Any third party content is the sole responsibility of the party who provided the content and we shall not be held liable in any way. We are not responsible for the accuracy, propriety, or legality of any such content and accept no liability relating to the use of any content in any way. We may from time at our discretion allow you access to content, products or services offered by third parties through hyperlinks to third party's websites. You are advised to read such websites' terms and conditions and privacy

policies before using them. You acknowledge that we have no control over third party websites and cannot accept liability for any content, materials or use of such material.

8. BACK ORDERS: If for any reason an item is out of stock, or cannot be obtained with a reasonable time, we will endeavour to place the item on back order using the fastest supply methods we can. We will inform you by email or telephone of such an instance within 72 hours of your order. You have the right to cancel, amend or continue with the order. We will keep you updated as much as possible throughout any outstanding back orders.

9. DELIVERY AND INSPECTION: Upon receipt of a Sumo Fluorescent Tube Crusher, you are required to inspect the external packaging is in good condition and shows no obvious signs of damage externally. If you discover the external shipping packaging appears damaged, please inform the delivery driver or ourselves straight away.

Upon receipt of a Sumo Fluorescent Tube Crusher you should immediately check the description on the packaging and paperwork matches what you have ordered. If you suspect the goods received to be incorrect or not matching your order or paperwork, please contact us immediately.

10. FORMATION OF CONTRACT: After you place a purchase order, or place an order verbally over the telephone, you will receive an email from Sumo FTC LLP that acknowledges we have received your order. Your order to us is an offer to buy the products ordered but we reserve the right at this point to refuse the order at our sole discretion. Any such refusal would be confirmed to you by email. The Contract will only relate to the products which we refer to and confirm in our confirmation.

11. CONSUMER RIGHTS: Sumo FTC LLP at all times operates within the law and under UK consumer law. If you are contracting as a consumer then you may cancel a Contract prior to it being dispatched only. In this case, you will receive a full refund of the price that you paid for the Products in accordance with our Refunds Policy. We will not accept a cancellation after the goods have been dispatched. Any products that are returned for which you wish to claim a refund must be in the same condition to that which you received them and they must be in their original packaging along with all associated paperwork, instructions and components. The cost of the return product will be the responsibility of the buyer. No returns costs will be accepted by Sumo FTC LLP. Refunds on returned goods, once passed inspection, will be made within 14 days. (UK Customers ONLY)

12. REFUNDS & EXCHANGE POLICY: Sumo FTC LLP makes every effort to be flexible in meeting our customers' requirements. We will not be liable for any interest accruing on payments refunded. Should you claim that any delivery is short of the stated number of items ordered then you must notify us within 24 hours of the date of delivery? In the event that we do not receive notification then we will hold no liability and you will be bound by the contract and liable to pay in full for the products delivered. (UK Customers ONLY)

13. WAIVER: If we fail during the terms of the Contract to insist on the 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 in any way relieve you from compliance with such obligations. A waiver by Sumo FTC LLP of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions shall be effective unless is expressly stated to be a waiver and is communicated to you in writing in accordance with the clause on Written Communications.

14. SEVERABILITY: If any of these terms and conditions or any provisions of a Contract are determined by any legal body or qualified agency to be invalid, unlawful or unenforceable, 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.

15. DAMAGED GOODS & GOODS IN TRANSIT: Any responsibility for any damage of goods in transit prior to the passing of the risk will only be accepted by Sumo FTC LLP if the buyer notifies us within 7 working days after delivery. This will be subject to reasonable inspection and verification by the seller that the claim is bona fide and reasonable. It will be the Seller's sole discretion to accept any claim and reference will be made to any delivery notes that have been received or signed and any instance where goods have been accepted but not examined or signed for. In such cases where products delivered have not been signed for by the Buyer then we reserve the right to not accept liability. In the instance that any product we supply is faulty or damaged upon receipt, the Buyer must notify us within 7 working days after the day of delivery. We will aim to exchange the product as soon as possible, and arrange for collection of the damaged/faulty product. Sumo FTC LLP is not liable for damage caused to products during use or faults/damage after a product is used.

16. PAYMENT: Payment is due at the point of order by international bank transfer for anyone/company outside of the UK (Full payment required before dispatched) or BACS payment (UK Customers) for all online and telephone orders unless agreed otherwise between the parties. For all other transactions BACS payment, the terms shall be cleared payment within thirty days from the date of our invoice unless otherwise specifically agreed in writing between Direct Heating Supplies and the buyer for **UK Customers ONLY**. We reserve the right to refuse to process orders where we believe that there may be fraud, misrepresentation or any other form of abuse. Any failure on the part of the buyer to pay our invoices in the time stated may result in Sumo FTC LLP taking appropriate action to recover the debt, or suspension of the buyer's authority to purchase goods or services from us, or a claim from Sumo FTCLLP being pursued to recover such interest on the outstanding debt as may be appropriate. We reserve the right to pursue repossession of the goods provided.

17. LAW AND JURISDICTION: Contracts for the purchase of products through our website will be governed by English Law. Any dispute that arises from, or is related to such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

18. ENTIRE AGREEMENT: These terms and conditions and any document that is referred to in them shall represent the entire agreement between the Sumo FTC LLP and the seller in relation to any matter connected to the contract, and it shall supersede any prior

agreement between us. Both parties acknowledge that in entering into a Contract that neither party has relied on any form of representation, undertaking or promise given by the other and that nothing may be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

19. TRANSFER OF RIGHT AND OBLIGATIONS: The Contract between the Sumo FTC LLP and the Buyer is binding on both parties and all respective successors and assigns. The Buyer may not transfer or assign or change or dispose of a Contract or any of the Buyer's right or obligations arising under it without the express and prior written consent of Sumo FTC LLP. We may transfer or assign or change or dispose of a Contract or any of our rights or obligations arising under it at any time during the terms of the Contract at our discretion.

20. LIABILITY: Sumo FTC LLP agrees that any products that you purchase from us are of satisfactory quality. However our liability in connection with any Product that is purchased from us is strictly limited to the purchase of that product and that this does not include or limit in any way our liability for: death or personal injury caused by our negligence; under section 2(3) of the Consumer Protection Act (1987); for fraud or fraudulent misrepresentation; for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability. We expressly state that we can accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising nor whether caused by tort (including negligence), breach of contract or otherwise, even in the event that this was foreseeable. We also cannot be held responsible for any loss or corruption of data or information. In all cases, notwithstanding the above terms and conditions, our total liability shall be limited to £99.

21. NOTICES: All Notices provided by the Buyer must be given to Sumo FTC LLP, 8 Howden Close, Bessacarr, Doncaster DN4 7JW or by email to info@sumoftcllp.co.uk. We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the methods specified in the clause relating to Written Communications. Notice will be deemed to be received and properly served immediately when posted on our website, 24 hours after an email has been sent or 3 days after the date of posting any letter. In proving the serving of the notice, it will be deemed acceptable to prove, in the case of a letter, that such letter was properly addressed and sent in the post and in the case of email that the email was sent to the correct email address of the addressee.

22. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS: Sumo FTC LLP has the right to revise and change these terms and conditions from time to time, at its sole discretion by amending this page or by communicating with you in writing or electronically. The buyer shall be subject the terms and conditions that are in force at the time you order products from our website. The only exceptions will be where we are required to change our terms and conditions by law or governmental authority in which case it will apply to orders previously placed by you, or in the case that we notify you of the changes to our terms and conditions before we provide despatch confirmation. In such cases we will assume that you have accepted the changes unless you notify us in writing within 3 days of the products being delivered.

23. WRITTEN COMMUNICATIONS: UK applicable laws will, from time to time, require Sumo FTC LLP to send you information or communications in writing. By using our website you agree that communications with Sumo FTC LLP will be electronic and that we will contact you by email or provide you with information by posting notices on our website. In respect of the Contract between us, you agree to the above mentioned electronic means of communication that we provide to you electronically and you agree that all contract, notices, and all 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 in any way.

24. FORCE MAJEURE: Sumo FTC LLP cannot be held responsible for any failure to perform or any delay on our performance or obligations under this contract that is caused by events that are outside our reasonable control. Such a Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control. It shall include in particular (and not limited to) the following: nuclear, chemical or biological disaster or contamination; adverse weather conditions; strikes, lock outs or any form of industrial action; terrorist attack or threat, war, riot or civil disturbance; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; inability to use railways, shipping, aircraft, road, or any other form of public and private transport; inability to use public or private telecommunications networks or the non-performance of suppliers or sub-contractors and interruption or failure of utility services including but not limited to electric, power, gas and water; the acts, decrees, legislation, regulations or restrictions of any government. We also specifically cannot be held responsible for any loss of internet service whether this is in connection with the Website's server or the server used by a Contributor or Administrator or user. Our performance under any contract shall be deemed to be fully suspended for the whole period that the Force Majeure Event continues and we shall have a full extension of time for performance for the duration of that period.

25. PRIVACY POLICY: We never disclose customer information to third parties, but may, on occasion need to pass name and address details to suppliers or manufacturers for the dispatch or replacement of goods. We never sell or disclose customer details to mailing lists, agencies, or other third parties not related to any current order with have with us. We may on occasion choose to use your information for promotional purposes to let you know about offers, promotions or news about our company or other companies within our group of companies. This may be in electronic or printed media. You may opt out to not receive this information by contacting us. All information is collected lawfully, securely, and in accordance with the data protection act 1998. Our full Security and Privacy policy is set out in Clause 33 below.

26 CREDIT CARDS: No credit card payment will be accepted by SUMO FTC LLP we will only accept payment via international bank transfers or BACS payments. Our payment details will be provided to the buyer prior to dispatch whereby full payment will be required before the product is released for dispatch.

27. SUSPENSION AND TERMINATION: We reserve the right at our sole discretion, whether there has been a breach of our Terms and Conditions through your use of the Website, to

suspend or terminate your use of our website. When a breach has occurred, we may take action which may include: immediate, temporary or permanent withdrawal of your right to use the Website and/or closure of your account; legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; disclosure of such information to law enforcement authorities as we reasonably feel is necessary. Should we suspend or terminate your account then all other terms and conditions will still remain in force.

28 WEBSITE PERMISSIONS: When browsing, shopping or logging into our website it is expressly agreed that we retain full ownership and intellectual property over the whole site and its entire content. No use of materials, content, code or any other relevant information may be used in any manner without our prior consent in writing. You may not link our website to any other site without our prior consent in writing