

## **Bickers eStore Website Terms and Condition of Supply**

This page (together with the documents expressly referred to on it tells you information about us and the legal Terms and Conditions and conditions (the "**Terms and Conditions**") on which we sell any of the products (the "**Products**") listed on our websites [www.bickers-online.co.uk](http://www.bickers-online.co.uk) or [www.bickers-online.com](http://www.bickers-online.com) ("**Our Website**") to you.

These Terms and Conditions will apply to any contract between us for the sale of Products to you (the "**Contract**"). Please read these Terms and Conditions carefully and make sure that you understand them, before ordering any Products from Our Website. Please note that by ordering any of our Products, you agree to be bound by these Terms and Conditions and the other documents expressly referred to in it. Please note that before placing an order you will be asked to agree to these Terms and Conditions.

Please click on the button marked "I Accept" at the end of these Terms and Conditions if you accept them. If you refuse to accept these Terms and Conditions, you will not be able to order any Products from Our Website.

You should print a copy of these Terms and Conditions or save them to your computer for future reference.

We amend these Terms and Conditions from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms and Conditions to ensure you understand the Terms and Conditions which will apply at that time. These Terms and Conditions were most recently updated on 20<sup>th</sup> March 2014.

These Terms and Conditions, and any Contract between us, are only in the English language.

### **1. INFORMATION ABOUT US**

1.1 We operate the websites [www.bickers-online.co.uk](http://www.bickers-online.co.uk) and [www.bickers-online.com](http://www.bickers-online.com). We are Maxxis International (UK) Plc, trading as Bickers. We are a company registered in England and Wales under company number 01205689 and with our registered office located at Carr Road, Felixstowe, Suffolk, IP11 3RX. Our main trading address is also located at Carr Road, Felixstowe, Suffolk, IP11 3RX. Our VAT number is 282829427.

1.2 To contact us, please see our Contact Us page <http://www.bickers-online.co.uk/contactus.aspx>.

### **2. OUR PRODUCTS**

2.1 The images of the Products on Our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot

guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

- 2.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on Our Website are made to the tolerance of the required certification as necessary or where no certification is required have a 2% tolerance.
- 2.3 The packaging of the Products may vary from that shown on images on Our Website.
- 2.4 All Products shown on Our Website are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if made.

### 3. **USE OF OUR WESITE**

- 3.1 Your use of Our Website is governed by our Terms and Condition of Website Use <http://www.bickers-online.co.uk/showfile.aspx?id=terms-and-conditions>. Please take the time to read this document as it includes important Terms and Conditions which apply to you.

### 4. **PRIVACY, SECURITY AND HOW WE USE YOUR PERSONAL INFORMATION**

- 4.1 We only use your personal information in accordance our Privacy Policy. For details, please see our Privacy Policy. Please take the time to read these, as they include important Terms and Conditions which apply to you.
- 4.2 We take your privacy very seriously. Subject to the terms of our Privacy Policy and these Terms, we will never give out your email address or contact details to any third party.
- 4.3 When you place an order with us, we do have to ask for certain details to be able to make a Contract for the sale and delivery of the Products. In addition to your name, address, credit/debit card number and expiry date, we will also ask you for a telephone number in case of any problems regarding delivery. We use our reasonable endeavors to ensure that our Website is fully secure at all times. As set out in our Privacy Policy, we use Sage Pay for all payment transactions made via our Website. Sage Pay store any payment card transaction information which you supply to us during the order process on their servers. We do not store this particular information on our servers. Please be reassured that the server Sage Pay uses is SSL approved and uses up to date 'secure server software'. Further information on Sage Pay can be viewed at <http://www.sagepay.co.uk/support/online-shopper-support>. Their main website page can be found at [www.sagepay.co.uk](http://www.sagepay.co.uk). In addition our Website uses up to date

'secure server software' to keep your information which we store as safe as possible.

- 4.4 When placing an order with us, we may ask if you want to receive 'special offers and news updates' from us. If you don't want to, please just tick the 'unsubscribe' box when registering for an online account with us. You are able to opt out at any time by following the "opt out" procedure detailed at the bottom of each email sent to you.

## 5. **IF YOU ARE A CONSUMER**

**This clause 5 only applies if you are a consumer.**

- 5.1 If you are a consumer, you may only purchase Products from Our Website if you are at least 18 years old.
- 5.2 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms and Conditions will affect these legal rights.

## 6. **IF YOU ARE A BUSINESS CUSTOMER**

**This clause 6 only applies if you are a business.**

- 6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.
- 6.2 These Terms and Conditions, our Privacy Policy, our Terms and Conditions of Website Use and any other document referred to in them constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 6.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions or any document expressly referred to in them.
- 6.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

## 7. **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

- 7.1 For the steps you need to take to place an order on Our Website, please see our How To Shop Online page [http://www.bickers-online.co.uk/showfile.aspx?id=How to shop](http://www.bickers-online.co.uk/showfile.aspx?id=How%20to%20shop).
- 7.2 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 7.3 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 7.4.
- 7.4 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched ("**Dispatch Confirmation**"). The Contract between us will only be formed when we send you the Dispatch Confirmation.
- 7.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on Our Website as referred to in clause 12.5, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

## 8. **OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

- 8.1 We may revise these Terms and Conditions from time to time in the following circumstances:
- 8.1.1 changes in how we accept payment from you;
  - 8.1.2 changes in relevant laws and regulatory requirements.
- 8.2 Every time you order Products from us, the Terms and Conditions in force at that time will apply to the Contract between you and us.
- 8.3 Whenever we revise these Terms and Conditions in accordance with this clause 8, we will keep you informed and give you notice of this by stating that these Terms and Conditions have been amended and the relevant date at the top of this page.

## 9. **YOUR CONSUMER RIGHT OF RETURN AND REFUND**

**This clause 9 only applies if you are a consumer.**

- 9.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in clause 9.3. This means that during the relevant period if you change your

mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

- 9.2 However, this cancellation right does not apply in the case of:
- 9.2.1 any made-to-measure or custom-made Products; or
  - 9.2.2 Products made to your specification or clearly personalised;
  - 9.2.3 newspapers, periodicals or magazines;
  - 9.2.4 perishable goods, such as food or drink;
  - 9.2.5 software, DVDs or CDs which have a security seal which you have opened or unsealed.
- 9.3 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.
- 9.4 To cancel a Contract, please contact us in writing to tell us by sending an e-mail to [sales@bickers-online.co.uk](mailto:sales@bickers-online.co.uk) or by sending a letter to Bickers, Carr Road, Felixstowe, Suffolk, IP11 3RX or please contact our Customer Services telephone line on 01394 604040 to tell us. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.
- 9.5 You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 9.4. If you returned the Products to us because they were faulty or mis-described, please see clause 9.6.
- 9.6 If you have returned the Products to us under this clause 9 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

- 9.7 We refund you on the credit card or debit card used by you to pay.
- 9.8 If the Products were delivered to you:
- 9.8.1 you must return the Products to us as soon as reasonably practicable.
  - 9.8.2 unless the Products are faulty or not as described (in this case, see clause 9.6), you will be responsible for the cost of returning the Products to us;
  - 9.8.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.
- 9.9 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Dispatch Confirmation.
- 9.10 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 9 or these Terms and Conditions. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
10. **DELIVERY**
- 10.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.
- 10.2 Delivery will be completed upon the first point in time of:-
- 10.2.1 the physical delivery of the Products to the address you gave us; or
  - 10.2.2 the physical delivery of the Products to your carrier as notified to us when placing your order; or
  - 10.2.3 the physical delivery of the Products by us to you at our premises being that location as stated in the order.
- 10.3 Where applicable, signature of any delivery note by you or an agent, employee or representative of you or by an independent carrier shall be conclusive proof of the delivery of the Products to you.
- 10.4 We recommend that you provide us with a safe delivery address at which to leave a delivery. If no one is available at your address to take delivery, our carrier will leave you a note setting out how to rearrange delivery of your Products

10.5 Where delivery of the Products is made in instalments, each instalment shall be construed as constituting a separate Contract to which all of the provisions in these Terms and Conditions shall apply (with any necessary alternations).

10.6 The Products will be your responsibility from the completion of delivery.

10.7 You own the Products once we have received payment in full, including all applicable delivery charges.

## 11. **NO INTERNATIONAL DELIVERY**

11.1 Unfortunately, we do not delivery to addresses outside of mainland UK.

11.2 You may place an order for Products from outside the UK, but this order must be for delivery to an address in mainland UK.

11.3 If you wish to order Products from Our Website for delivery to Northern Ireland, Eire, Isle of Man, Scilly Isles or to any international destination, please contact our sales team by telephone on 01394 604040 or by email to sales@bickers-online.co.uk. We reserve the right to refuse to make delivery to a location outside of mainland UK. In the event that we are able deliver to a location outside mainland UK, delivery to such a destination may result in additional charges being payable by you and/or any applicable import duties and taxes. We will notify you of our additional charges when you contact us. You will be responsible for payment of any applicable import duties and taxes which may apply. Please contact your local customs office for further information prior to contacting us to place an order. In addition 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.

## 12. **PRICE OF PRODUCTS AND DELIVERY CHARGES**

12.1 The prices of the Products will be as quoted on Our Website from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 12.5 for what happens in this event.

12.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.

12.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you

pay, unless you have already paid for the Products in full before the change in VAT takes effect.

12.4 The price of a Product does not include delivery charges. Our delivery charges are as quoted on Our Website from time to time. To check relevant delivery charges, please refer to our Delivery Charges page <http://www.bickers-online.co.uk/showfile.aspx?id=Delivery>. You will be able to check the total delivery charge in your basket before you check out.

12.5 Our Website contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on Our Website may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

12.5.1 where the Product's correct price is less than the price stated on Our Website, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and

12.5.2 if the Product's correct price is higher than the price stated on Our Website, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

### 13. **HOW TO PAY**

13.1 You can only pay for Products using a debit card or credit card. We accept the following cards: Visa, Visa Debit, Visa Delta, Visa Electron, MasterCard, MasterCard Debit and UK Maestro.

13.2 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

### 14. **MANUFACTURER GUARANTEES**

14.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable Terms and Conditions and conditions, please refer to the manufacturer's guarantee provided with the Products.

14.2 If you are a consumer, a manufacturer's guarantee is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal



rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 15. **OUR WARRANTY FOR THE PRODUCTS**

15.1 For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 15.2.

15.2 The warranty in clause 15.1 does not apply to any defect in the Products arising from:

15.2.1 fair wear and tear;

15.2.2 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;

15.2.3 if you fail to operate or use the Products in accordance with the user instructions;

15.2.4 any alteration or repair by you or by a third party who is not one of our authorised repairers;

15.2.5 any specification provided by you; or

15.2.6 any Product used for motor racing.

15.3 If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 16. **OUR LIABILITY IF YOU ARE A BUSINESS**

**This clause 16 only applies if you are a business customer.**

16.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any re-sale purposes.

16.2 Nothing in these Terms and Conditions limit or exclude our liability for:

16.2.1 death or personal injury caused by our negligence;

16.2.2 fraud or fraudulent misrepresentation;

16.2.3 breach of the Terms and Conditions implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

- 16.2.4 defective products under the Consumer Protection Act 1987.
- 16.3 Subject to clause 16.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 16.3.1 any loss of profits, sales, business, or revenue;
  - 16.3.2 loss or corruption of data, information or software;
  - 16.3.3 loss of business opportunity;
  - 16.3.4 loss of anticipated savings;
  - 16.3.5 loss of goodwill; or
  - 16.3.6 any indirect or consequential loss.
- 16.4 Subject to clause 16.2 and clause 16.3, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products.
- 16.5 Except as expressly stated in these Terms and Conditions, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms and Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.
- 17. OUR LIABILITY IF YOU ARE A CONSUMER**
- This clause 17 only applies if you are a consumer.**
- 17.1 If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- 17.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 17.3 We do not in any way exclude or limit our liability for:
- 17.3.1 death or personal injury caused by our negligence;
  - 17.3.2 fraud or fraudulent misrepresentation;
  - 17.3.3 any breach of the Terms and Conditions implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - 17.3.4 any breach of the Terms and Conditions implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
  - 17.3.5 defective products under the Consumer Protection Act 1987.

## 18. **EVENTS OUTSIDE OUR CONTROL**

- 18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 18.2.
- 18.2 An "**Event Outside Our Control**" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 18.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- 18.3.1 we will contact you as soon as reasonably possible to notify you; and
  - 18.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

## 19. **COMMUNICATIONS BETWEEN US**

- 19.1 When we refer, in these Terms and Conditions, to "in writing", this will include e-mail.

- 19.2 If you are a consumer:
- 19.2.1 To cancel a Contract in accordance with your legal right to do so as set out in clause 9, you must contact us in writing by sending an e-mail to sales@bickers-online.co.uk or by sending a letter to Bickers, Carr Road, Felixstowe, Suffolk, IP11 3RX or please contact our Customer Services telephone line on 01394 604040. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.
  - 19.2.2 If you wish to contact us in writing for any other reason, you can send this to us by e-mail at sales@bickers-online.co.uk or by pre-paid post to Bickers, Carr Road, Felixstowe, Suffolk, IP11 3RX. You can always contact us using our Customer Services telephone line.
- 19.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.
- 19.4 If you are a business:
- 19.4.1 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, e-mail, or posted on Our Website.
  - 19.4.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if sent by e-mail, one business day after transmission; or, if posted on Our Website, immediately.
  - 19.4.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
  - 19.4.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 20. **ONLINE PROMOTIONS AND DISCOUNT VOUCHERS**

- 20.1 Online promotion vouchers and discount codes will be accepted for redemption against the purchase price of a Product ordered via our Website only (excluding any products purchased from a third party's website via a link to their website from Our Website), subject always to these Terms and Conditions and against any specific promotion/discount voucher. Promotional vouchers and discount codes will not be accepted against (but not limited to), delivery charges, gift vouchers or in conjunction with any other offers etc.
- 20.2 Our promotions and discounts are offered at our discretion and can be recalled at any time. We reserve the right to amend or withdraw our promotions without prior notice. Vouchers cannot be applied to past orders made with us and cannot be backdated or redeemed for cash.
- 20.3 We may from time to time run different customer offers or vouchers, with different terms (including amounts, types and expiry dates). We reserve the right to limit the applicability of any particular offer to specific regions or delivery areas. Different offers and vouchers may be run simultaneously.

## 21. **FRAUD PREVENTION**

- 21.1 To ensure that your credit, debit or charge card is not being used without your consent, we may validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By placing an order (and thus accepting these Terms and Conditions) you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. This is only done to confirm your identity. A credit check is not performed and that your credit rating will not accordingly be affected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

## 22. **OTHER IMPORTANT TERMS AND CONDITIONS**

- 22.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms and Conditions. We will always notify you by posting on this webpage if this happens.
- 22.2 You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of the our warranty in clause 15 to the recipient of the gift without needing to ask our consent.

- 22.3 This contract is between you and us. No other person shall have any rights to enforce any of its Terms and Conditions, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 15, but we and you will not need their consent to cancel or make any changes to these Terms and Conditions.
- 22.4 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 22.5 If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 22.6 If you are a consumer, please note that these Terms and Conditions are governed by English law. This means a Contract for the purchase of Products through Our Website and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 22.7 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 22.8 If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).