

1. Acceptance of Orders

The company: Otterdene Limited. Registration Number: 10559417 (England & Wales)

Registered Office: Otterdene Limited, Saunders Way, Kingsmill Ind Estate, Cullompton, Devon, EX15 1BS,

Tel: 01884 38775, Email: sales@otterdene.com

All orders received by the company are subject to the following Terms and Conditions.

No variation in these terms and conditions will be accepted and Otterdene Limited reserves the right to refuse any order without providing a reason.

We only sell to the UK. Our website is solely for the promotion of our products in the UK.

Unfortunately, we do not accept orders from, or deliver to, addresses outside the UK.

We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

If we are unable to accept your order, we will inform you of this by email or by telephone. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product, or because we are unable to meet a delivery deadline you have specified.

2. Our Products

Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every reasonable effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website are a guide only. The packaging of the product may vary from that shown in images on our website.

3. Pricing and Payment

All prices shown are Exclusive of VAT. VAT will be applied at the current rate.

Whilst every effort will be made to advance notice of price increases, Otterdene Limited reserves the right to change prices and adjust prices according to the price ruling at the date of despatch.

We also reserve the right to correct clerical omissions and errors at any time.

4. Quotations

A quotation does not constitute a binding contract until Otterdene Limited has accepted the order by fulfilling the order.

5. Deliveries & Carriage

The costs of delivery will be as displayed to you on our website.

Any delivery dates and times specified by Otterdene Limited are approximate only. Otterdene Limited are not responsible for the suspension or delay in deliveries, nor the consequences thereof for delays outside our control. If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know, and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

You the customer must inform us at the time of placing the order if delivery within a delivery deadline is essential, any difficulties in delivering, or any specific requirements. Make all arrangements necessary to take delivery of the goods.

Any discrepancy or damage must be notified to Otterdene Limited within 48 Hours of delivery.

6. Cancellation and Variation of Orders

Otterdene Limited will use reasonable endeavours to meet customer's individual requirements but Otterdene Limited shall be under no obligation to accept cancellation or amendment to any order or any part of an order.

Where Otterdene Limited agrees such cancellation or amendment to an order, it is on the understanding that a cancellation or amendment charge may be levied.

7. Warranty and Warranty Period

Goods are supplied according to the descriptions and specifications stated.

Otterdene Limited gives no warranty and makes no representation as to the suitability of any goods for any particular purpose unless expressly given or made in the catalogue.

Where goods are supplied with the benefit of a warranty, the warranty will only continue to apply providing correct operation, cleaning and handling has been in line with manufacturer's guidelines.

8. Retention of Title

All goods supplied by remain Otterdene Limited property until such time as payment has cleared for aforementioned goods. The risk in goods sold to the customers shall pass to the customer upon delivery.

9. Return of Goods

Goods are not supplied on a sale or return basis and Otterdene Limited is under no obligation to accept goods for return unless goods prove to be faulty.

If goods are accepted for return this is subject to the customer accepting the following procedure and conditions.

- The customer must notify Otterdene Limited within 7 days of receipt of goods, their intention to request a product return.
- Goods must be returned in their original condition and packaging.
- Goods will be collected once Otterdene Limited have authorised the return.
- Goods authorised and accepted by Otterdene Limited for credit or return may incur a handling charge.
- No replacements are available whilst goods are exchanged, replaced or repaired.

In the event that the customer is not satisfied with the goods, but the goods are not defective, Otterdene Limited reserves the right to refuse the return of the goods at their absolute discretion.

The following category of goods will not be accepted for return –

- Goods which are single use or body worn.
- Non-Catalogue lines or products ordered specially for the customer (these may be catalogue lines)
- Goods damaged due to misuse or unauthorised repair.
- Opened/partly used goods or where the seals/labels have been removed.
- Goods damaged by fire, water or smoke.

Otterdene Limited reserves the right not to handle items that do not meet specific requirements.

Restriction of Liability

The customer must check at the time of delivery that products are correct and undamaged before providing a signature. No liability is accepted for any loss or damage arising from delays in delivery.

Otterdene Limited shall not in any event be liable for indirect or consequential loss or damage.

10. Force Majeure

Otterdene Limited shall not be liable for any loss or damage caused by circumstances beyond the Company's control.

Should any such event occur Otterdene Limited may cancel or suspend this contract without incurring any liability for any loss or damage caused.

11. Proper Law

These terms and conditions and the rights and obligations of the parties to the contract shall be governed interpreted and construed solely in accordance with the laws of England.