



**Nuts & Bolts Ltd, N&B Sunnyside Road North,  
Weston-super-Mare, North Somerset BS23 3PZ**

**01934 416765**

### **Your Status**

By placing an order through our site, you warrant that:  
You are legally capable of entering into binding contracts; and  
You are at least 18 years of age; and  
That you accept our Terms and Conditions as set out herein.

### **Privacy**

Maintaining the security of your data is a priority at Nuts & Bolts Ltd, and we are committed to respecting your privacy rights. We will keep it on a secure server and we will fully comply with all applicable UK Data Protection and EU General Data Protection Regulation (GDPR).

What we collect:

- If you have an account with us: your name, title, billing/delivery address, orders and receipts, email and telephone number. For your security, we'll also keep an encrypted record of your login password.
- If you check out as a guest: your name, title, billing/delivery address, email and telephone number.

When do we collect your personal data?

- When you visit any of our websites, and use your account to buy products.
- When you make an online purchase and check out as a guest (in which case we just collect transaction-based data).
- When you create an account with us.
- When you visit any of our websites we collect cookies, which we use to keep track of what you have in your basket, and to remember you when you return to our site.

Why we collect the data and how we process it:

- If we don't collect your personal data during checkout, we won't be able to process your order and comply with our legal obligations.
- To respond to your queries, refund requests and complaints. Handling the information you share enables us to respond.
- Give you access to your purchase history.
- To verify your identity and your account from fraud and other illegal activities.
- If we discover any criminal activity or alleged criminal activity through our use of fraud monitoring and suspicious transaction monitoring, we will process this data for the purposes of preventing or detecting unlawful acts.
- To comply with our contractual or legal obligations to share data with law enforcement.
- To make full use of the online shopping and personalised features on our websites, your computer, tablet or mobile phone will need to accept cookies, as we can only provide you with certain personalised features by using them.

How long will we keep your personal data?

- When you place an order, we'll keep the personal data you give us for 10 years so we can comply with our legal and contractual obligations.

Who do we share your personal data with?

- Your delivery information may be shared with a trusted third party to supply or deliver the product (i.e. Royal Mail, DPD, FedEx...) that you ordered.
- Your title, name and billing address may be shared with the tool manufacturer (i.e. Festool) for warranty purposes for the product that you ordered.

## **Prices**

All prices quoted online include UK VAT where appropriate. We make every effort to keep the prices up to date but we reserve the right to change prices at any time without notice. It may be that prices are incorrectly quoted or changed due to external circumstances. We have no statutory obligation to sell goods at the price quoted if that price is incorrect.

Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order. We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

## **Risk and Title**

The Products will be at your risk from the time of delivery. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## **Delivery**

Orders are always shipped at the first opportunity. If an item is not in stock it may be necessary to order that item from one of our suppliers before it can be dispatched in which case deliveries can be delayed.

## **Events outside our control**

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 events outside our reasonable control 'Force Majeure' Event. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following

Strikes, lock-outs or other industrial action

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

Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

Impossibility of the use of public or private telecommunications networks.

The acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **Payment**

We accept payment by all major credit and debit cards. We no longer accept personal or business cheques.

All invoices will be provided with the order as it is shipped. If incorrect payment details are supplied we may contact you to ascertain the proper details. We reserve the right to refuse acceptance of payment details if we think they are being used fraudulently.

## **Product information & Images**

We make every effort to ensure that the product information we use is accurate and up to date, however images and descriptions should not be deemed accurate. Confirmation of details can be obtained by contacting us directly.

### **Order cancellations**

You are free to cancel your order at any time and for any reason before it is dispatched. To cancel your order we need explicit instructions from the person who placed the order either by Email or by phone. An order may not be cancelled after it has been dispatched or while it is in transit, but must be treated as a return. In this eventuality a refund will be provided when the goods are returned to us.

### **Unwanted or unsuitable goods**

You are free to return unwanted goods in new & unused condition for 10 days after delivery. You will be entitled to your choice of an exchange or a full refund (of goods value only) to the original payment card.

The customer must meet the cost of returns postage for unwanted goods.

We cannot accept responsibility for goods in returns transit, and so we recommend that you use registered post or an otherwise insured method.

### **Exchanges procedure**

If you are returning goods for an exchange we would normally have to wait for the goods to arrive with us and inspect them before we can send out the replacement. However we recognise that sometimes an exchange must be made quickly and so we can send out a replacement immediately. We must take payment for the replacement but as soon as the return arrives we will give you a refund on that cost

### **Damaged or defective goods**

You are free to return defective goods in new & unused condition for 10 days after delivery. You will be entitled to your choice of an exchange or a full refund to the original payment card. We will meet the cost of returns postage for defective goods. We may arrange for a courier pickup of the goods or we can refund your postage expenses (within reasonable limits) upon return delivery. Please note that the warranty given by both us and the manufacturers of our products will only cover parts. Labour charges and other costs are not covered.

### **Broken goods under warranty**

You are free to return broken goods under a warranty claim for the full warranty period after delivery. Your goods may be repaired or replaced, or you may be offered a refund depending on the decision of the manufacturer. We will send the goods to the manufacturer for assessment but the final decision lies with the manufacturer and you may have to wait for their tests to be completed.

The customer must meet the cost of returns postage for warranty claims. We cannot accept responsibility for goods in returns transit, and so we recommend that you use registered post or an otherwise insured method.

### **Incorrect goods despatched**

Occasionally the wrong item is sent to a customer. You are free to return these goods in new & unused condition for 10 days after delivery. You will be entitled to your choice of an exchange for the correct item or a full refund. If you have been mischarged, we will correct the discrepancy. We will meet the cost of returns postage for incorrect goods.

We may arrange for a courier pickup of the incorrect goods or we can refund your postage expenses (within reasonable limits) upon return delivery.

### **Out-of-stock Policy**

We strive to ensure that everything offered for sale on our website is in stock. However, it may happen that a product goes out of stock before we are able to update the website with that fact. If so, we will place the item on back-order or cancel the order if the product is no longer available. All advised delivery dates are still only estimated and we accept no liability for costs incurred due to delayed delivery times.

### **Our Liability**

A) We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

B) Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

C) This does not include or limit in any way our liability:

a) For death or personal injury caused by our negligence;

b) Under section 2(3) of the Consumer Protection Act 1987;

c) For fraud or fraudulent misrepresentation; or

d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability,

D) We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:

a) loss of income or revenue

b) loss of business

c) loss of profits or contracts

d) loss of anticipated savings

e) loss of data, or

f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise even if foreseeable];

provided that this clause D shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause A or clause B or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause D.

### **Important**

Exchanges will only be made where the same item is available in stock at the same price as the original. Items bought at special offer prices cannot be subsequently exchanged for identical items on sale at higher prices. If an item is not available a full refund may be the only option. Any returned goods must be returned in new & unused condition unless a warranty claim is being made.

We reserve the right to refuse returned goods if necessary.

Where a full refund is the suitable course of action we have a statutory obligation to refund payment to the card used to pay originally within 30 days of the return of the goods.

However, we do not believe it is right to hold your money for longer than necessary and so a refund will be provided as soon as possible. Note: Refunds are processed by credit & debit card companies less quickly than sales. A refund may take up to 10 days to appear on your statement after it has been authorised.

### **Statutory Rights**

Your Statutory Rights are unaffected by anything appearing in these terms and conditions.