

ABS Holdings Terms and Conditions 2019

This is an agreement between Simply Pleasure Limited trading as ABS Holdings and the customer (registered in England and Wales under our registered address as ABS Group, Spring Lane, Forest Gate, Ringwood, UK, BH24 3FH) This agreement covers both the process of placing an order on our website and general use of our website. If you disagree with this agreement (either in part or in full) then please stop using our service.

We may change these terms and conditions at any time. Amendments will only affect orders that you placed after the time terms and conditions were updated. Changes will not apply to any order that you have placed before we make the change.

We have taken care to ensure that our website and these terms and conditions do not contradict each other. However if there are any inconsistencies or contradictions then these terms and conditions shall apply instead of any contradictory or inconsistent part of our website.

These terms and conditions do not affect your statutory rights.

Content

We reserve the right to vary our prices, product descriptions and website content whenever necessary.

Prices displayed on our product pages are excluding VAT and do not include delivery. A summary of VAT will be shown at checkout. A VAT invoice will be generated at the end of the day and emailed/posted to you.

Prices are correct at time of going to print but subject to change without prior notice.

Without prejudice to the provisions of the preceding paragraphs, weight, dimension and price specifications, illustrations, drawings and the like in brochures, catalogues, folders and the like provided by us, and in advertisements placed by us, models, samples or other examples provided by us, or information disclosed by us or on our behalf in some other way, will never be binding on us, but are only intended to give the Buyer a general representation of the goods and services provided and/or to be provided by us.

Images

Images of goods on our website are for illustrative purposes only and may differ slightly from the actual goods.

Intellectual Properties

Where we sell products and we are not the owner of the brand any relevant intellectual property specific to terms and conditions of sale may exist, these terms and conditions of sale will be available on our B2B web (www.absholdings.com) on the relevant brand page.

Accuracy of data

We endeavour to ensure that all data presented on this website, including but not limited to: pricing, product descriptions, order history, account information and delivery information; is accurate at the time of request, however we do not guarantee the accuracy of this data and accept no liability for

any loss occurred due to inaccurate information. Certain areas of our website are only updated once daily due to technical limitations, where possible we have highlighted this data accordingly.

Data.

We shall not be liable for barcodes provided to us by a manufacturer. If we are the manufacturer, we will endeavour to provide a barcode in the EAN-13 format. If different formats are required or the barcode is absent, it is the responsibility of the buyer to provide their own barcode post-delivery.

Placing an order online

When an order is placed using our website you are creating an offer for the sale of the items in your basket, we retain the right to accept or decline such offer. Any payment made during this process is provisional and does not represent an acceptance of your order; we will refund any such payment if we decide to decline your offer.

Acceptance of your order is in effect from when your items are delivered or collected from us.

Buyers responsibility to familiarise themselves with the terms and conditions prior to purchasing or advertising with us.

Limitation of liability

We shall not be liable to you for any loss or damage:

- Where there is no breach of a legal duty owed to you by us or by our employees or agents;
- Where such loss or damage is not reasonably foreseeable to us when we accept your order; or to the extent that any increase in loss or damage results from breach by you of any term of the contract.
- Once you collect/ organise collection of stock from our warehouse

Our maximum liability to you under the contract shall be the value of your order.

Liability will never exceed the value of your order.

Nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation or for any other liability that we are not permitted by law to exclude or (as the case may be) limit.

Law

These terms and conditions and the contract are subject to English law.

Returns

We do not accept returns of unwanted or non-faulty items, unless agreed with a director of the company. Unwanted or Non-Faulty returns are subject to a 15% handling and restocking fee. This must be agreed in writing prior to returning the goods.

All returns must be submitted on our website prior to them being sent back. Non-compliance may result in a delay in the goods being processed in the correct channel and a restocking fee may apply.

<http://www.absholdings.com/returns/>

Liability will never exceed the value of the goods. We will replace the units returned.

We shall not be liable for shortages in quantity delivered unless the Buyer notifies the Seller of any claim for short delivery within 48 hours of receipt of the Goods.

All returns received into the ABS holdings warehouse must be accompanied by the return authorization paperwork that can be found and submitted on absholdings.com under the return section. All returns received without approval paperwork will not be credited to your account and will be sent back to you at your shipping expense.

Dropship Orders

We will place up to three dropship orders for clients per day. Any orders we process over this amount will be charged at an additional £1 per order. This charge will not be levied when clients choose to place their order via the website.

Age Restricted Items

By agreeing to our Terms & Conditions, you are confirming that you are 18 years of age or over. We reserve the right to contact you and request identification before supplying goods.

Ownership

All goods remain the property of ABS Holdings until payment has been received in full for the goods purchased. Until such time ABS Holdings shall:

- Have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the goods;
- Be entitled at any time and without the need to give notice, enter upon any property upon which the goods or any part are stored, or upon which ABS Holdings reasonably believes them to be kept.
- Revoke any discount given on the order if payment is received after the agreed terms
- We reserve the right to pass on any reasonable costs incurred to recover debt where credit terms have been breached by the customer.

Additional Charges

Handling Fees

As of 1st April 2017 the following handling Fees will apply

Handling Charges for Card Payments

- 1.00% handling charge for payments taken using a commercial credit card (UK)
- 3.00% handling charge for payments taken using an American Express Credit Card (UK only)
- 2.00% handling charge for payments taken using a commercial European Debit Card
- 2.00% handling charge for payments taken using a commercial European Credit Card

When placing an order online and selecting your payment method, any associated card charges will automatically be included in the total with the shipping and fees charge.

If you call to make a payment over the telephone, we will advise you what the card fee will be.

There will continue to be no charge for using a debit card when the bank is based in the United Kingdom.

Accounts

We reserve the right to charge £10.00 for a copy invoice to be posted. If you require multiple copies please contact the accounts department on 01202 868514 for a price.

Please note an invoice will be sent to you via email at the end of the day that the order was placed, we do not provide a postal service for invoices unless expressly agreed with the accounts department.

Business Credit Account

ABS Holdings will, at its own discretion, offer a business credit account facility. We reserve the right to amend/ withdraw any credit facility.

We reserve the right, at any time to remove/ adjust credit accounts.

In the event that payment/s of your order/s is late/ received late, we reserve the right to withdraw credit facilities.

Failure to make payment within the agreed terms may result in this facility being removed.

Terms of payment

Provided no previous invoices are overdue and payment is made, the seller will allow the Buyer a discount on the net price of the goods from time to time. All discounts will be calculated monthly in arrears and are to be deducted from payments made to the Seller. Any accrued discounts not deducted within 4 months will be forfeited.

If a cheque, or by any other means of payment is returned unpaid any discounts allowed will be automatically re-debited together with a charge of £25. All legal fees will be charged at cost plus VAT.

Interest on overdue invoices shall accrue from the date that payment becomes due until the date of payment.

We reserve the right to charge costs and expenses incurred in recovering late payment, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

If there is a dispute between the Buyer and us regarding the quality or a complaint lodged by the Buyer, such will not give the Buyer the right to suspend payment, in whole or in part.

All costs relating to collection of the amount owed by the Buyer and not paid in time, including all judicial and extrajudicial costs and costs for legal assistance, are at the expense of the Buyer.

The Buyer must pay the invoice in accordance with the agreed payment terms, without any deduction or set-off, so that we are in receipt of cleared funds on the payment date.

We reserve the right to require the Buyer to pay a deposit or make a full payment for any Goods ordered prior to delivery.

If in the opinion of the Seller the credit-worthiness of the Buyer shall have deteriorated prior to delivery the Seller may require full or partial payment of the price prior to delivery or the provision of security for payment by the Buyer in a form acceptable to the Seller.

Pricing

We reserve the right, by giving written notice (via email or the postal system) to the Buyer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to us, which is due to any factor beyond our control (such as, without limitation, any foreign exchange fluctuation, changes in taxation and rates, currency regulation, alteration of duties, significant increase in costs of labour, materials or other costs of manufacture, delivery charges), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give us adequate information or instructions.

In relation to deliveries from abroad, the exchange rate of the Euro and, where appropriate, the exchange rate of the US Dollar are also factors which will determine the price of the Goods.

Termination of Contract

We are entitled, without limiting any other right or remedy available to us and without liability to the Buyer, to unilaterally terminate the agreement, the obligations ensuing there from and all other agreements existing between the parties, in whole or in part and to take back the goods delivered if:

A: the Buyer is behind on the payment of the purchase price or of any other amount that it owes us, under any heading whatever and the Buyer does not effect payment within 14 days after being requested by us to make payment;

B: the Buyer petitions for a moratorium on payment, an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Buyer;

C: the buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

D: the Buyer ceases, or threatens to cease, to carry on business.

In the event of termination of the agreement if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

Goods

Any advice or recommendation given by us or our employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by us is

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followed or acted upon entirely at the Buyer's own risk, and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.

If a sample of the Goods supplied but not manufactured by us was exhibited to and inspected by the Buyer, the Buyer agrees that such samples were so exhibited and inspected solely to enable the Buyer to judge for itself the quality of the Goods and not so as to constitute a sale by sample. If the buyer is caught selling these articles without permission they will be charged full price for said samples.

If orders are placed before 1200 we will endeavour to ship them same day for next day delivery.

Any delivery dates or times are approximate only and we shall not be liable for any delay in delivery of the Goods however caused, unless we have expressly confirmed otherwise in writing. Time for delivery shall not be of the essence of any agreement, unless previously agreed by us in writing.

If the Goods delivered by us are not on first appearance in conformity with any agreement, the Buyer is bound to notify us immediately upon delivery and to note the defects discovered on the (transport) document to be signed upon receipt. Complaints relating to defects which are not visible upon delivery must be made immediately after the Buyer has observed these defects or could reasonably have observed these defects, but at the latest 14 days after delivery.

All delivery discrepancies must be notified within 48 hours of delivery in writing
If goods are damaged, please ensure you are able to provide a photograph.

Where the Goods are accompanied by instructions for use or a specified use by date, the Buyer is responsible for ensuring that the Goods in question are treated with the instructions for use and within the specified best before end date. We will endeavour not to send any items out with less than a three month shelf life.

If on the basis of an agreement we agree to provide (free of charge) the Buyer with a service or services in the form of advice, we shall meet this obligation using our reasonable endeavours. However, we are not bound to guarantee that a particular result will be obtained by following the advice and we do not give such guarantee and accept no liability for any advice given.

Duty of Care

The Buyer will always treat the Goods delivered with the requisite care and will not carry out any actions which could affect the quality and/or safety of the Goods, including the packing thereof, or which could affect the reputation of our brands.

Except in respect of death or personal injury caused by our negligence, or liability for defective products under the Consumer Protection Act 1987, we shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of any agreement, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatever (whether caused by our negligence or that of our employees, agents or subcontractors or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with any agreement or at all) or their use or resale by the Buyer, and our entire liability under or in connection with any agreement shall be limited as stated in these terms and conditions.

We shall not be liable to the Buyer or be deemed to be in breach of any agreement by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Goods, if the delay or failure was due to any cause beyond our reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond our reasonable control:

- a. Act of God, explosion, flood, tempest, fire or accident;
- b. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- c. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- d. import or export regulations or embargoes;
- e. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or either the Supplier or the Buyer or of a third party);
- f. difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- g. power failure or breakdown in machinery.

If the force majeure lasts longer than one month, the parties are entitled, by written notice to the other party, to unilaterally terminate any agreement with regard to the part not yet performed, subject to the provisions of these terms and conditions