



## Terms and Conditions of Sale (excluding Terracycle boxes)

We have worked hard to source products of high quality. For the individual detail and specification of each product, please see the product description which accompanies each product listing. Please note that we take all reasonable steps and care to ensure that all details, product descriptions and prices of products are accurate. Although we aim to keep this Site as up-to-date as possible, the information available on the Site may not reflect the availability position at exactly the moment you place an order.

Images of products on our Site are for illustrative purposes only. We make every effort to ensure that images are captured and displayed accurately but we cannot guarantee that the products are displayed accurately on your device. The products that you order and the packaging of the products may vary from the images on the Site.

## Cancellation Rights

As a consumer purchasing online you have the legal right to cancel your order with us. Your right to cancel begins on the date you place your order and ends 14 calendar days from the day after you receive the product.

You need not provide a reason for cancelling your order; however, you must email us at [info@nabas.co.uk](mailto:info@nabas.co.uk) to cancel your order. Where possible please include your order date in the correspondence. We will then respond by email to confirm that we have received notification of cancellation.

In circumstances where you have already received your products you will be required to package up the item and return it at your own cost. All products must be returned in their original packaging and condition (without any added personalisation), plus any additional packaging for returns. We reserve the right to reduce the amount of any refund offered to reflect any reduction in the value of the product which is caused by the way it is handled or returned by you. Following receipt of the returned products we will arrange for a refund to be returned to the card used for the purchase. Please allow up to 14 days for the refund to show on your bank statement. You will receive a refund for the price paid for the product and the original delivery charges but you will not receive a refund for the cost of returning the product to us.

You must return the products within 14 days of the cancellation being confirmed. Return items should be sent to: NABAS, Peershaws, Berewyk Hall Court, Colchester, Essex, CO6 2QB.

If we have not yet dispatched the product before you cancel then we will process your refund within 14 days of your cancellation.

If you only cancel the order in respect of some and not all of the products ordered then you will not receive a refund in respect of the delivery charges.

## Exclusions

Please note that whilst we provide refunds in accordance with the Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013, as set out above, as permitted by that

legislation, we are unable to accept refunds of items which have been personalised or made to your specification.

## Faulty Goods

Nothing in these terms affects your legal rights in respect of products which are defective or not as described.

If you think a product is defective or mis-described then please email [info@nabas.co.uk](mailto:info@nabas.co.uk) with a detailed description of the fault and, if possible, photographs of any wear and tear or similar damage to the products.

You will need to return your products to: NABAS, Peershaws, Berewyk Hall Court, Colchester, Essex, CO6 2QB .

All returns made as potentially defective will be examined once they have been received by us and we will notify you via email to confirm if you are entitled to a refund. Faulty goods will be replaced with a like for like replacement where possible. If you are entitled to a refund this will be provided within 30 days of when we notify you via email that you are entitled to a refund. If you are entitled to a refund as a result of a defective product, you will receive a full refund of the price paid for the product, the original delivery charges and the cost of returning the product to us.

## Pricing

The prices are as quoted on the website for each item. VAT is shown separately. The product pricing also includes the packing and delivery charges.

We may change our prices at any time but changes will not affect any order in respect of which we have already sent you an order confirmation.

It is always possible, despite our best efforts, that some products listed on our Site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where a product's correct price is less than our stated price, we will charge you 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 contact you to inform you of the error and give you the option of either continuing your purchase of the product at the correct price or cancelling your order. If we are unable to contact you using the details you provided during the order process, we will treat your order as having been cancelled and notify you in writing. We are under no obligation to provide any product to you at an incorrect (lower) price if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

## Delivery

Unless you are purchasing an item on pre-order, delivery will take place within 15 calendar days of the date of the order confirmation. Our orders are usually sent out on a Thursday by Royal Mail Second Class Signed For Post and should reach you within a 15 day period not allowing for any delays with Royal Mail which are out of our control.

If we do not deliver your product within 15 calendar days or within any other time period agreed between us, you may contact us to cancel your order. We are not responsible for

delays outside of our control. We will contact you as soon as possible to let you know of any delay which may occur to your order and we will take steps to minimise the effect of the delay.

We are unable to accept any instructions relating to the delivery of your order (including, without limitation, instructions to leave the products in a particular place, outhouse or with a neighbour). Delivery will be complete when we deliver the product to the address you gave us or in accordance with your other instructions.

## International Delivery

We do not currently deliver outside of UK Mainland addresses.

## Warranty and Liability

We warrant to you that any product purchased from us will, for at least a period of six months from the date of delivery, be of satisfactory quality, free from material defects and reasonably fit for all the purposes for which products of the kind are commonly supplied.

We will not be liable for any defect in the product arising from fair wear and tear, failure by you to follow specific care instructions, wilful damage, abnormal storage, accident, negligence by you or any third party or any alteration or repair made by you or a third party.

Our liability for any losses you suffer as a result of us breaking these terms is limited to the purchase price of the product you purchased and any losses which are a foreseeable consequence of us breaking these terms. Losses are foreseeable if they are an obvious consequence of a breach or they were contemplated by you and us at the time the purchase was made.

We do not exclude or limit in any way our liability:

1. For death or personal injury caused by our negligence;
2. Under section 2(3) of the Consumer Protection Act 1987;
3. For breach of the terms implied by sections 12 to 15 of the Sale of Goods Act 1979;
4. For fraud or fraudulent misrepresentation; or
5. For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

We only supply products for private business use and you agree not to use any products for commercial or re-sale purposes. We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

## Additional Circumstances

Should you consider that you have grounds to obtain a refund which are not set out above you should email [info@nabas.co.uk](mailto:info@nabas.co.uk) to set out your refund request.

All refunds are provided in accordance with your statutory rights.

## Law and Jurisdiction

These terms and any claim or dispute arising in relation to any purchase will be governed by English law. You and we agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any such claim or dispute.