

## General Terms and Conditions of Sale for purchase contracts concluded via the SCHMERSAL WEBSHOP

between

Schmersal Ltd, Unit 1 Sparrowhawk Close, Beauchamp Business Centre, Enigma Park, Malvern, Worcestershire, WR141GL, Managing Director: Paul Kenney, Company No.: 3450591, Company Seat: Malvern, Vat no. GB704378537

– hereinafter referred to as the ‘Supplier’

and

the ordering party – hereinafter referred to as the ‘Customer’.

### **Article 1. Application, definitions**

(1) The following apply to the business relationship between the Supplier and the Customer:

- these General Terms and Conditions of Business and
- the General Terms and Conditions as per the Consumer Rights Act 2015.
- in the version applicable at the time of the order. Deviating General Terms and Conditions of Business of the Customer shall not be recognised unless the Supplier expressly agrees to their validity in writing.

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### **Article 2. Conclusion of the contract**

(1) Prior registration is required to place orders in the SCHMERSAL WEBSHOP. We shall use our discretion to decide whether or not you may register.

(2) The Customer may select from the range of products provided by the Supplier, including safety switchgear and safety switching systems, and add them to a ‘shopping basket’ by pressing the button bearing the words ‘Add to shopping basket’. By clicking on the button bearing the words ‘Complete purchase’, the Customer makes a binding agreement to purchase the goods in the shopping basket. The Customer can change and view the data at any time before submitting the order. The application can only be submitted and transmitted if the Customer accepts these contractual terms, thereby incorporating them into the application, by checking the box ‘I accept the General Terms and Conditions, as well as the General Terms and Conditions of Sale specific to the webshop’.

(3) The Supplier shall then send the Customer an automatic confirmation of receipt by e-mail, stating the Customer's order, which the Customer can then print out using the 'Print' function. The automatic confirmation of receipt merely documents that the Supplier has received the Customer's order, but does not signal acceptance of the application. The contract is concluded only when the Supplier issues a declaration of acceptance, to be sent in a separate e-mail (order confirmation). The Customer shall be provided with the text of the contract (comprising the order, General Terms and Conditions and the order confirmation) either in this e-mail or a separate e-mail, in any event no later than upon delivery of the goods, by means of permanent data carrier (e-mail or paper printout) (confirmation of contract). The text of the contract shall be stored in compliance with data protection rules.

(4) The contract shall be concluded in English.

### **Article 3. Delivery, availability of goods**

(1) In the event that, at the time of the Customer placing an order, there are no units of the selected product available, the Supplier shall inform the Customer of the unavailability promptly in the order confirmation. If the product is permanently unavailable, the Supplier shall not issue a declaration of acceptance. In that case, no contract shall be concluded.

(2) If the product selected by the Customer in the order is only unavailable temporarily, the Supplier shall also inform the Customer of the temporary unavailability promptly in the order confirmation.

(3) The following delivery restrictions apply: The Supplier delivers to delivery addresses within the UK only.

### **Article 4. Delivery costs and risk**

(1) The corresponding delivery costs shall be made known to the Customer in the order form and shall be borne by the Customer.

(2) Goods shall be dispatched by Courier, tracked Delivery.