

1. Definitions

1.1 In these terms and conditions the following definitions shall apply.

'The Seller' or 'the Company' or reference to 'Ellisons' means E.A. Ellisons & Co Ltd. and

'The Buyer' means the purchaser of goods from the Seller under these terms and conditions.

1.2 These terms and conditions, warranties and representations shall apply to every order for the purchase of goods made between the Seller and Buyer and shall be the only terms of contract between E.A. Ellisons & Co Ltd. and the Buyer.

No other conditions shall have effect unless agreed in writing.

2. Company details

E.A. Ellisons & Co Ltd. is a company registered in England (registration no. 00596289), VAT no. 864471601.

E.A. Ellisons & Co Ltd.
43 Bayton Road
Exhall
Coventry
CV7 9EF

T +44 (0)345 222 8080

3. Trade only

3.1 E.A. Ellisons & Co Ltd. operates exclusively as a wholesaler. It does not sell directly to the general public. It does not deal with consumer sales. All sales are to the trade.

3.2 By placing an order with E.A. Ellisons & Co Ltd. you are confirming that you are not a consumer for the purposes of the Consumer Credit legislation and for the purposes of sale of goods legislation and that you are in business and purchasing the goods for the purpose of that business and not for personal use. All products and product information available either on the website or in the Ellisons Directory are intended for those qualified (or in training) in the beauty or hairdressing trade and are for sale on a trade only basis. Customers should be qualified to use the products sold. Goods are sold on the understanding that they will be used for their intended purpose. No responsibility will be accepted by Ellisons, for trained or untrained persons without qualified supervision using or misusing products and equipment supplied by the Seller. If you are a business customer, it is your responsibility to ensure that you and your employees are insured for products that you are using and we reserve the right to ask you for proof of professional status.

4. Prices

4.1 Directory prices

All prices are correct at time of Directory print but are subject to alteration without prior notice.

4.2 Website prices

Prices and special offers are correct at the time of the goods being displayed on the website but are subject to alteration without prior notice.

4.3 Quoted prices

Prices quoted for special order, custom made or bespoke goods will be valid for 30 days from the date of the quotation.

4.4 All prices are exclusive of VAT, at ruling rates, and delivery costs.

4.5 The price of your order will be confirmed prior to taking payment. If an error is discovered in pricing of the goods you have ordered, the Seller will inform the Buyer of this error and will be given the option of buying the product at the correct price or cancelling the order.

5. Special offers

5.1 All offers are subject to stock availability and can be removed at any time at the discretion of the Seller.

5.2 VAT free promotion

VAT free promotions cannot be used in conjunction with any other promotion. It excludes existing discounted products, multi buy deals, customers with special terms, CND™, Lecenté, BC Softwear, Minx, Lava Shells, student kits and Academy courses. We reserve the right to exclude any brand from promotion without prior notice.

Discount is applied on qualifying items in the VAT free promotion, which is equal to VAT free. To comply with applicable law we must still charge and show VAT.

VAT is still applied to the order at the current rate but the discount applied is equivalent to not paying VAT. If you are a VAT registered salon you can still reclaim your VAT.

For example, if you order an item costing £100 ex VAT. The total you would normally pay is £120 including VAT. When we are running a VAT free promotion, we deduct the price of the item down to £83.33. When we add VAT, the total you pay is £100 which would be the original price ex VAT.

Please allow five working days for deliveries placed over VAT free promotional events.

6. Payment

6.1 Payment is due in full at time of placing an order, unless a credit account is held, and payment can only be made by debit or credit card.

6.2 Payment for orders for custom made, special order or bespoke goods will be charged in full to your debit or credit card at the time you place your order. Alterations, cancellations or refunds for custom made, special order or bespoke goods cannot be accepted.

6.3 Payments for credit accounts are due in full 30 days from date of invoice. Without prejudice to any other rights it may have Ellisons is entitled to charge interest at 8% above the Bank of England base rate or such other rate of interest as shall be determined under the late Payment of Commercial Debts (Interest) Act 1998 on any overdue payment. Additionally and without prejudice to its rights Ellisons shall be entitled to recover all direct expenses reasonably incurred by Ellisons in collecting or attempting to collect amounts of the price outstanding.

6.4 Notwithstanding any terms and conditions allowing the Buyer credit, payment shall become due and payable to Ellisons immediately on the termination of the contract.

6.5 The Buyer shall not be entitled to exercise any right of setoff or lien or any similar right or claim in connection with the goods or the price payable for the goods.

6.6 Ellisons reserves the right to hold orders if credit accounts are over the agreed credit limit. Orders will not be released until payment has been made to bring the balance adequately below the credit limit to accommodate the held order value.

6.7 Ellisons reserves the right to obtain credit information where necessary, alter or amend credit charges, to withdraw credit, to accept or reject orders, to refuse applications, or with prior notice, to close an account.

7. Retention of title

7.1 Property, legal or beneficial, in any goods supplied by the Seller, shall pass to the Buyer only when the Seller has received full payment for all sums then owed by the Buyer to the Seller.

7.2 Goods in respect of which property has remained with the Seller shall be kept identifiable as those of the Seller and the Buyer shall at its own expense immediately return such goods to the Seller, or permit the Seller to enter into the Buyer's premises to collect such goods should the Seller so request.

7.3 Risk shall pass to the Buyer with delivery of the goods.

8. Online accounts

If you use the website www.ellisons.co.uk

8.1 You, the user, will be responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account.

8.2 You agree to accept responsibility for all activities that occur under your account or password. You must ensure that the password is kept confidential. If you believe that your password has become known to anyone else, you must inform us immediately.

8.3 E.A. Ellisons & Co Ltd. reserves the right to refuse access to the website, terminate accounts, or cancel orders at our discretion. If the Seller cancels an order the Buyer will not be charged.

9. Online orders

9.1 When an order is placed via the website to purchase an item from E.A. Ellisons & Co Ltd., the Seller will send an email confirming receipt of the order and the details of the order.

9.2 The order represents an offer to purchase a product which is accepted by the Seller when the Seller despatches the products to the Buyer. That acceptance will be complete at the time the Seller despatches the product to the Buyer. Any products on the same order which are not despatched, do not form part of that contract.

10. Claims for shortages and damages

10.1 Goods must be inspected on delivery and all claims for shortages or damages must be reported to the Seller within 24 working hours of receipt of goods.

10.2 In the case of loss the Seller must be notified within seven working days from the date of invoice. Claims made outside the above time limits will not normally be entertained by the Company.

11. Returns

11.1 Goods ordered in error and/or are no longer required

a. If goods have been ordered in error and/or are no longer required, please contact our Customer Support Team on +44 (0)345 222 8080 to request a returns authorisation number.

No goods will be accepted back or credited without a returns authorisation number. The relevant reference number must be quoted on accompanying documentation.

b. If goods have been ordered in error and/or are no longer required, the Buyer will only be entitled to a refund on the item purchased and not the original postage paid.

c. If the Buyer requests an alternative item, the Buyer will be charged delivery costs.

d. The Buyer has seven days from receipt of goods to return or exchange goods.

The item must be returned unused, in perfect condition and in its original packaging. The item must be returned fully boxed to ensure that there is no damage in transit to the item or its original packaging.

e. If goods have been ordered in error and/or are no longer required, the Buyer must pay for the return postage.

A returns collection from your place of business can be arranged at a charge of £12.99. Please call +44 (0)345 222 8080 for a quotation for returns of bulky items such as furniture or equipment.

The Buyer can arrange an alternative method for returning the items to Ellisons.

Ellisons accepts no responsibility for items lost in transit and therefore it is recommended that a receipt of posting is obtained and it is the Buyer's responsibility to ensure adequate insurance is purchased to cover the items being returned.

f. Goods apart from bulky items such as furniture and equipment can also be returned to our Professional Retail Stores. Please ensure you take your returns authorisation number with you. For details of your nearest store please log on to www.ellisons.co.uk.

g. Cancellations or refunds for custom made, special order or bespoke goods cannot be accepted unless there is a manufacturing defect or the goods are not as ordered.

h. If the item is returned back to Ellisons in a saleable condition then a credit will be applied to your account within five working days of receipt of goods minus an administration charge of 10% of the value of the item.

i. If the item is received in a non-saleable condition then the Seller will inform the Buyer that no credit will be made.

j. Goods which are given free, as part of an offer, are not exchangeable or refundable, unless the full offer is returned, subject to normal conditions.

11.2 Faulty, incorrect or missing items

Your parcel and its contents should be inspected immediately upon receipt and any discrepancies must be reported to Ellisons within 24 working hours of receipt of the parcel.

a. Missing items

If we have made an error with your order or you believe an item is missing we will make every effort to arrange a credit or for a replacement item to be sent to you. We will not charge administration or postage charges for these items.

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For missing items call +44 (0)345 222 8080 and the Seller will either arrange a credit for the missing item or send a replacement item to the Buyer.

b. Incorrect items

If we have made an error with your order or you believe an item sent is incorrect we will make every effort to arrange a credit or for a replacement item to be sent to you, with the incorrect item being returned to Ellisons.

For incorrect items call +44 (0)345 222 8080 and the Seller will either credit the item or arrange an exchange.

No goods will be accepted back or credited without a returns authorisation number. The relevant reference number must be quoted on accompanying documentation.

a. If incorrect goods have been received, the Buyer will only be entitled to a refund on the item purchased.

b. The Buyer will not be charged delivery costs for the correct product.

c. The Buyer has seven days from original receipt of goods to return the incorrect items.

The items must be returned unused, in perfect condition and in its original packaging. The item must be returned fully boxed to ensure that there is no damage in transit to the item or its original packaging.

Ellisons accepts no responsibility for items lost in transit and therefore it is recommended that a receipt of posting is obtained and it is the Buyers responsibility to ensure adequate insurance is purchased to cover the items being returned.

d. Goods apart from bulky items such as furniture and equipment can also be returned to our Professional Retail Stores. Please ensure you take your returns authorisation number with you. For details of your nearest store please log on to www.ellisons.co.uk.

e. If the item is returned back to Ellisons in a saleable condition then a credit will be applied to your account within five working days of receipt of goods.

f. If the item is received in a non-saleable condition then the Seller will inform the Buyer that no credit will be made.

c. Faulty items

If you believe an item is faulty please contact us for advice on +44 (0)345 222 8080 before returning the item. Faulty items must be accompanied by a proof of purchase.

Any faulty goods returned within 30 days of purchase with minimal wear and accompanied by a proof of purchase will be exchanged for an identical item or refund.

Any faulty goods returned more than 30 days from purchase and accompanied by a proof of purchase may be sent for repair or replaced or refunded at the Seller's discretion. Where a fault or the cause of a fault is not apparent we reserve the right to send the item for testing before deciding on any action to be taken. This should take no longer than 14 working days, depending on the item.

11.3 Returns exclusions

a. Returns for any special order, custom made or bespoke goods will not be accepted.

b. Certain products cannot be returned for hygiene reasons, these include (this list is not exhaustive): Scissors, Clippers, Razors, Manicure implements, Pedicure implements, Tweezers, Electrolysis needles, Cosmetics, Hairbrushes and combs, Hair extensions, Earrings or piercing tools, Foot spas. Your statutory rights are not affected.

12. Cancellation of orders

12.1 Cancellation of an order for standard equipment or products prior to despatch will be subjected to a 5% handling charge.

12.2 Cancellation of orders for special order, custom made or bespoke goods cannot be accepted.

12.3 Cancellations for any order after despatch cannot be accepted.

13. Alterations to orders

Alterations to orders must be confirmed in writing and will be agreed in writing by the E.A. Ellison & Co Ltd.

Alterations cannot be made to orders for special orders, custom made or bespoke goods.

14. Delivery

14.1 UK Destinations

a. The Seller's policy is to despatch goods ordered before 8pm on the same day for next day delivery. Normal delivery days are Monday to Friday. ie. An order received Monday after 8pm will be despatched on Tuesday for delivery on Wednesday. This can vary subject to stock availability.

b. Next day delivery does not apply to items that are sent direct from the supplier, furniture, large heavy items and student kits. Refer to 14.4 below.

c. Delivery is a standard door to door service. Pallet deliveries are kerbside. Refer to 14.4 below.

d. Areas including Highlands, Islands, Northern Ireland and Republic of Ireland may take up to two working days.

The Seller can accept no responsibility for transport delays causing late delivery.

i. Orders with a net value of £50 or over will be sent carriage free†. Free delivery over £50 does not apply to orders where a promotional discount has been applied.

ii. Orders will be despatched via our preferred courier service at a charge of £3.95 per order under £50.

iii. Please allow an extra two days for deliveries to the Scottish Highlands and Islands.

iv. AM delivery available on orders placed before 8pm Monday-Thursday charged £2 extra with the following exclusions: Isle of Wight, Isle of Man, AB, BT, FK, GY, HS, IV, JE, KA, KW, PA, PH postcodes

Times quoted are in good faith, but shall not be binding.

f. Delivery will be to the address advised in your order. If no-one is available at the address at time of delivery then the parcel will be returned to the depot unless special instructions were given at the time of order.

g. Extra handling charge may be incurred for re-despatched parcels.

h. Ellisons can accept no responsibility for transport delays or circumstances outside of our control causing late delivery.

i. Ellisons is not liable for delayed, missing or damaged parcels/contents if a delivery signature has not been obtained where the parcel has been left in a designated safe place at your request. If you choose to have your order delivered to a location you deem as 'safe' then the liability transfers to you.

j. Neither the Seller, nor their nominated carrier will accept claims for consequential losses due to late delivery.

14.2 Force majeure

The company shall be entitled to cancel or delay delivery of orders if it is delayed, hindered or prevented from delivery through circumstances beyond its control. Such circumstances shall include (but are not limited to) industrial action, accident, fire, terrorism, Act of God or failure to deliver by suppliers or carriers.

14.3 UK offshore destinations

a. Parcels weighing up to 25kg will normally be sent by Carrier Express Service.

i. Northern Ireland – £20.00 per order up to 25Kg. Free of charge if order is over £150. (two day service)**

ii. Channel Islands – £20.00 per order up to 25Kg. (two day service). Free of charge if order is over £150**

iii. Isle of Man – £16.00 per order up to 25Kg. (two to three day service). Free of charge if order is over £150**

iv. Republic of Ireland (Eire) £20.00 per order up to 25Kg. (two to three day service). Free of charge if order is over £150**

b. Please ask for a price if urgent delivery is required for any of the above destinations.

14.4 Large and heavy items

a. Please call +44 (0)345 222 8080 for a quotation on delivery charges for all items of furniture: couches, trolleys, chairs, stools, screens, nail stations, reception desks and other large furniture items. This list is not exhaustive.

b. Any furniture ordered will be delivered to front door and ground floor premises only, as drivers are not

insured to take upstairs or inside of premises. Up to 12 weeks delivery may apply to certain items; this will be advised at the time of ordering.

c. Pallet deliveries will be kerbside. Assisted delivery charges can be quoted on request.

Pallet deliveries are two to three working days.

14.5 Worldwide export (Including BFPO)

a. We will be pleased to arrange for the export of goods to any part of the world. Carriage charges will vary depending on destination and weight of parcel. Please call +44 (0)345 222 8080 for a quotation.

All payments for export orders must be paid for by bank transfer, debit or credit card.

b. Delivery of overseas orders may be affected due to political conflicts, such as war, civil unrest, Martial Law (this list is not exhaustive).

c. Ellisons can accept no responsibility for transport delays or circumstances outside of our control causing late delivery.

d. Neither the Seller, nor their nominated carrier will accept claims for consequential losses due to late delivery.

Austria, Belgium, Estonia, Finland, France, Germany, The Netherlands, Italy, Latvia, Lithuania, Luxembourg, Portugal, Slovakia, Slovenia and Spain

For all orders greater than 200€ delivery will be free of charge. For all orders less than 200€ there will be a 45€ delivery charge. Free delivery excludes furniture and equipment**.

15. Tax and other charges

15.1 The Seller will charge UK VAT at the prevailing rate on all orders.

15.2 All local customs, excise, value added and import taxes are the responsibility of the Buyer and the Seller will not pay these charges.

15.3 In addition, the Seller will not be responsible for any costs, fines, taxes or duties incurred as a result of goods being seized outside the United Kingdom. The Seller will not provide any refunds or credit notes in these circumstances.

16. Product images and descriptions

16.1 We take great care to ensure the accuracy of images, dimensions, prices and specifications. Whilst such descriptions are given as a guide and in good faith, they are subject to alteration without notice. Please note images are for illustration purposes only.

16.2 In describing the products available in the Directory and on our website www.ellisons.co.uk, we attempt to be as accurate as possible. Ellisons however, does not warrant that products descriptions or other content of the Directory or this website is accurate, complete, reliable or error-free. If a product offered by us is not as described, your sole remedy is to return the product in an unused condition in accordance with the provisions detailed in 11 above.

17. Web content

17.1 All content included on the website www.ellisons.co.uk is the property of E.A. Ellison & Co Ltd. or its suppliers.

17.2 All software used on the website is the property of E.A. Ellison & Co Ltd. or our software suppliers.

17.3 Users of the website may not extract or reuse any part of the contents of the website without the written consent of E.A. Ellison & Co Ltd.

17.4 E.A. Ellison & Co Ltd. grants a limited licence to users to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it except with the written consent of E.A. Ellison & Co Ltd.. This licence does not include any resale or commercial use of the website or its contents, any downloading or copying of account information for the benefit of another Seller.

17.5 Neither the website nor any part of it may be reproduced, duplicated, copied, sold, re-sold, visited or otherwise exploited for any commercial purpose without the consent of E.A. Ellison & Co Ltd.

** Excludes all items of furniture: couches, trolleys, chairs, stools, screens, nail stations, reception desks and other large furniture items. This list is not exhaustive. Please call +44 (0)345 222 8080 for a delivery charge quotation.

† UK Mainland only, excludes large items of equipment. Please call for a quotation

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18. Social media

18.1 Content

a. Ellisons reserve the right to use any comments posted on any of our social media pages in marketing materials.

b. Any comments which we deem to have threatening, harassing, abusive, obscene, offensive, discriminatory, sexual, unlawful or profane tone will be removed and the user concerned will be blocked from all Ellisons social media pages.

18.2 Social media competitions

The following terms apply to all social media competitions

a. No purchase is necessary.

b. Prize detail and entry dates will be detailed on social media.

c. The prize promotion is only open to trade professionals residing in the UK, Isle of Man or Channel Islands

d. Entrants must be 16 or over.

e. Only one entry per person is permitted.

f. Employees (and their families) of Ellisons are excluded from entering competitions and prize promotions. This includes any affiliates, parent or subsidiary companies, as well as representatives or agents of Ellisons.

g. The prize must be taken as offered. No cash equivalent or other alternative prize are available.

h. Ellisons shall use reasonable effort to contact the winner. If Ellisons is unable to contact the winner within seven days of the competition end date, a re-draw will take place.

i. The winner agrees to have their name and, where possible, their photo published on Ellisons social media pages.

j. The decision by Ellisons is final and no correspondence will be entered into regarding the outcome of the competition or prize promotion.

19. Warranty

19.1 All items are subject to the manufacturer's warranty and warranty conditions. Certain restrictions apply, please ask for more details.

19.2 Failure to comply with the warranty conditions will invalidate the ability to rely upon the warranty.

19.3 Where a claim on warranty is made it must be accompanied by the original receipt of purchase.

19.4 All warranties, conditions and other terms implied by statute or Applicable Law are, to the fullest extent permitted by Applicable Law excluded from all orders for goods supplied by the Seller to the Buyer.

19.5 The Company does not attempt to exclude its liability for death or personal injury caused by its negligence or for fraudulent misrepresentation. This warranty shall not apply to damage caused through fire, accident, misuse, fair wear and tear, neglect, or any attempt at repair.

19.6 All glass items are specifically excluded from this warranty.

20. Liability and limitations

20.1 Goods are sold on the understanding that they will only be used for their intended purpose by fully trained, responsible persons, or students under qualified instruction.

New customers registering with E.A. Ellison & Co Ltd. will be required to confirm proof of professional qualification.

20.2 Goods are not supplied on a sale or return basis.

20.3 No responsibility will be accepted by E.A. Ellison & Co Ltd. for damage or injury resulting from accidental misuse by untrained personnel without qualified supervision.

20.4 E.A. Ellison & Co Ltd. shall have no liability to the Buyer for damage to goods caused by incorrect installation by the Buyer or its agents or if the goods have been tampered with or have had parts added to them which are not original and/or have not been authorised by the Company or the manufacturer.

20.5 The Company is not liable for damage to goods caused by normal wear and tear.

20.6 Fragile items (e.g. glass or mirror) and/or consumable items (e.g. lights and bulbs) should be

inspected immediately upon receipt and any defects should be notified to the Seller within 24 working hours of receipt. Failure to do so will invalidate the Buyer's warranty rights for these components.

20.7 The Company's total liability for any claims howsoever arising shall not exceed the price of the goods supplied by the Company to the Buyer which are the subject matter of that claim.

20.8 The Company shall not be liable for any indirect or consequential loss (including but not limited to loss of business and/or loss of goodwill and/or loss of profits) whether the loss arises from the Company's negligence or breach of duty in contract or in any other way.

21. Call monitoring

Telephone calls made to Ellisons may be monitored or recorded as a training aid for our staff and with the aim of improving our service to our customers.

22. Call charges

22.1 Calls to our 0345 number are charged the same rate as calling a 01 and 02 landline number.

22.2 Call charges will vary depending on your telephone service provider and your call plan.

22.3 Calls to our 0845 number are charged between 1p and 12p per minute from a landline, plus a call set-up fee; calls from mobile phones cost between 5p and 40p per minute. Please check with your phone provider for exact call charges.

23. The Academy

23.1 Ellisons will send a letter to confirm the booking giving full details of the course date and venue.

23.2 Full payment of course fees is required 14 days before the start date. A 50% deposit may be taken to reserve your place but full payment is required 14 days before the start date.

23.3 Refunds cannot be given if the Buyer does not attend the course. However it may be possible to offer a place on an alternative date.

23.4 In the event of the course being cancelled by The Academy the Buyer will be offered another start date or refund.

23.5 All course attendees must comply with pre-requisite requirements stated on the course information.

23.6 Prior to starting the course all attendees will be required to show evidence of qualifications. Ellisons reserve the right to decline applications where no proof of qualifications is provided.

23.7 If you are required to bring a model for your course then you must do so in order to attend and complete the course successfully.

23.8 Ellisons reserves the right to alter course dates and venues if necessary without liability. Ellisons reserve the right to decline applications to enrol.

24. Privacy

24.1 Ellisons are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998).

24.2 Ellisons will collect information for two reasons:

a. to process your order and

b. to provide you with the best possible service

24.3 By registering with ellisons.co.uk you agree to our terms and conditions. Please note, we take your privacy very seriously and do not share your information with any third parties.

24.4 We will give you the chance to refuse any marketing email / communication from us in accordance with the Data Protection Act and will not share your details with any third parties for marketing purposes.

24.5 The typical type of information we will collect about you includes:

a. Your name

b. Address

c. Phone number

d. Email address

We will never collect sensitive information about you without your explicit consent. The information we hold will be accurate and up to date. You can check the information that we hold about you by emailing sales@ellisons.co.uk

If you find any inaccuracies we will delete or correct it promptly.

24.6 The personal information which we hold will be held securely in accordance with our internal security policy and Applicable Law. If any of this information changes, you must ensure that you amend the details in order for us to provide you with the best possible service.

24.7 We may also record which products you are interested in and which products you purchase as well as customer traffic patterns and site use. This information will be kept securely in accordance with our internal security policy and may be used to:

a. process your order

b. provide you with an up to date, efficient and reliable service

c. help to prevent fraud i.e. we check card details with our merchant card checking facility and reserve the right to refuse or delay orders on that basis

d. provide a more tailor made shopping experience

24.8 When you place an order, we may ask you for certain information and you may submit personal data to ellisons.co.uk (for example your name, phone number, postal address, email address, contact and bank/credit card details). By making an order and submitting your data you agree to this use.

24.9 The website www.ellisons.co.uk uses cookies to collect data about our website usage and provide improvements to the user experience. For a full list of the cookies used, and an up to date cookie policy, please visit www.ellisons.co.uk/terms

If you have any questions about this privacy policy please email sales@ellisons.co.uk

25. Waste Electrical and Electronic Regulations 2013

WEEE regulations (2013) ensure that the amount of waste on certain electrical and electronic equipment is reduced, separated from household waste, collected separately and ultimately disposed of in a sound environmental manner (recycled and recovered). The Buyer agrees that the collection, recovery/treatment and disposal of non-household Electrical or Electronic Equipment purchased from the Seller will be the Buyer's responsibility.

25.1 To the extent that Applicable Law permits, the responsibility for and (where not specifically provided for in purchase price) the costs of compliance with the Waste Electrical and Electronic Equipment Regulations 2013 (as amended from time to time) shall rest with the Buyer.

25.2 The Buyer shall indemnify the Seller on demand and keep the Seller indemnified from and against all costs, expenses, damage or other losses incurred or suffered, demands or proceedings made against the Seller arising from a breach by the Buyer of this Condition 25.

26. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27. Third party rights

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

28. Governing law and jurisdiction

28.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).



Terms and conditions

Agreement

I confirm that I am happy to abide by Ellisons terms and conditions.

| | | | |
|--------------|----------------------|----------------------|----------------------|
| Signature | <input type="text"/> | | |
| Name | <input type="text"/> | Job title | <input type="text"/> |
| Company name | <input type="text"/> | | |
| Date | <input type="text"/> | <input type="text"/> | <input type="text"/> |

