

Oxbow UK Limited Terms and Conditions Effective as of October 1, 2023

Where to find information about us and our products

You can find everything you need to know about us, Oxbow UK Limited and our products on our website, or from our sales staff before you order. We also confirm the key information to you by email after you order.

When you buy from us you are agreeing that:

We only accept orders when we've checked them

We contact you to confirm we've received your order and we accept it when we dispatch the product and confirm dispatch to you.

Sometimes we reject orders

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because you are located outside the UK, or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid. For the avoidance of doubt: we do not deliver outside of the UK.

We charge you the price in the order form when you order

The price of the goods you order from us is clearly set out in the order form.

We're not responsible for delays outside our control

If our supply of your product is delayed by an event outside our control, such as (but not limited to) stock shortages, raw material shortage, equipment failure, delivery delays, or communications system failures, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team at: info@oxbowuk.com to end the contract and receive a refund for any products you have paid for, but not received, less reasonable costs we have already incurred.



Products can vary slightly from their pictures

A product's true image may not exactly match that shown on your device or in our marketing or its packaging may be slightly different. Because our products are made from natural materials the sizes, weights, capacities, dimensions, and measurements can vary slightly from those mentioned on our website.

If you bought online, you have a legal right to change your mind

For most of our products bought online, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs (if charged separately). This is subject to some conditions, as set out below.

When you can't change your mind.

You can't change your mind about an order for:

- goods that are made to your specifications or are clearly personalised; and
- goods which become mixed with other items after their delivery.

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The deadline for changing your mind.

If you change your mind about a product you must let us know no later than 14 days after the day we deliver it. If your purchase is split into several deliveries over different days, the period runs from the day after the last delivery.

How to let us know.

To let us know you want to change your mind, contact our Customer Service Team at: info@oxbowuk.com.

You have to return the product at your own cost.

You have to return your product to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can send the product back to us, using an established delivery service. If you do this, you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, including our collection arrangements for products which can't be posted, contact our Customer Service Team at: info@oxbowuk.com.



We reduce your refund if you have used or damaged a product.

If you handle the product in a way which would not be acceptable for initial inspection purposes, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", or the packaging is damaged (beyond carefully removing packaging tape for initial inspection purposes). In some cases, because of the way you have treated the product it is no longer able to be resold and therefore has lost all resale value, no refund will be due. Customer Service Team at: info@oxbowuk.com can advise you on whether we're likely to reduce your refund.

When and how we refund you.

If you tell us you've changed your mind about a product that hasn't been delivered or one that we're collecting from you, we refund you as soon as possible and within 14 days. If you're sending your product back to us, we refund you within 14 days of receiving it (or receiving evidence you've sent it to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

You have rights if there is something wrong with your product

If you think there is something wrong with your product, you must contact our Customer Service Team at: info@oxbowuk.com. We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.

We can change products and these terms

Changes we can always make.

We can always change a product:

- to reflect changes in relevant laws and regulatory requirements;
- to make minor adjustments and improvements. These are changes that don't affect your use of the product.

Changes we can only make if we give you notice and an option to terminate.

We can also make more significant changes to the product or these terms (such as prices and product materials), but if we do so we'll notify you and you can then contact our Customer Service Team at: info@oxbowuk.com to end the contract before the change takes effect and receive a refund for any products you've paid for, but not received.



We don't compensate you for all losses caused by us or our products

We're responsible for losses you suffer caused by us breaking the contract with you unless the loss is:

- **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- Caused by a delaying event outside our control. As long as we have taken the steps set out in the section "We're not responsible for delays outside our control
- Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- A business loss. It relates to your use of a product for the purposes of your trade, business, craft or profession.

We use your personal data as set out in our Privacy Policy

How we use any personal data you give us is set out in our Privacy Policy.

You have several options for resolving disputes with us

Complaints.

Our Customer Service Team at: <u>info@oxbowuk.com</u> will do their best to resolve any problems you have with us or our products.

You can go to court.

These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms that apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your product.

We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract. If you're unhappy with the transfer you can contact our Customer Service Team at: info@oxbowuk.com to end the contract within 7 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.



Nobody else has any rights under the contract.

The contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of the contract, the rest of it will still apply.

If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing the contract, we can still enforce it later.

We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.