

Terms and Conditions of Business

Toolstream Ltd

TERMS AND CONDITIONS

CONTENTS

1.	INFORMATION ABOUT US	3
2.	SERVICE AVAILABILITY	4
3.	YOUR STATUS.....	4
4.	AUTHORISED RESELLERS	4
5.	HOW THE CONTRACT IS FORMED BETWEEN YOU AND US.....	5
6.	OUR STATUS	5
7.	INTELLECTUAL PROPERTY RIGHTS	6
8.	CANCELLATION OF CONTRACT	7
9.	AVAILABILITY AND DELIVERY	7
10.	RISK AND TITLE	8
11.	PRICE AND PAYMENT	8
12.	OUR REFUNDS POLICY	9
13.	OUR LIABILITY	10
14.	COMPLIANCE WITH LAWS AND REGULATIONS.....	10
15.	WRITTEN COMMUNICATIONS	11
16.	NOTICES.....	11
17.	TRANSFER OF RIGHTS AND OBLIGATIONS.....	11
18.	EVENTS OUTSIDE OUR CONTROL	12
19.	WAIVER	12
20.	SEVERABILITY	13
21.	ENTIRE AGREEMENT	13
22.	OUR RIGHT TO VARY THESE TERMS AND CONDITIONS	13
23.	LAW AND JURISDICTION	14
24.	THIRD PARTIES.....	14

This page (together with the documents referred to on it) tells You the terms and conditions on which we supply any of the products (Products) listed on our website www.toolstream.com (our site) and our catalogues to You. Please read these terms and conditions carefully before ordering any Products from our site or catalogue. You should understand that by ordering any of our Products, You agree to be bound by these terms and conditions.

In these terms and conditions the following words shall have the following meanings:

'Authorised Resellers': any company, person, firm or entity to whom Toolstream Ltd has agreed to supply Products for the purpose of onward sale to other companies and/or consumers in accordance with the terms of this agreement.

'Catalogue': the most recent edition of the Toolstream Ltd Catalogue containing details of our Products and published list of prices.

Intellectual Property Rights: all intellectual property rights of any kind existing anywhere in the world whether or not registered and all applications, renewals and extensions of the same including, without limitation, copyright, database rights, design rights, patents, trade marks, service marks, trade names and other rights in goodwill, rights in know-how, trade secrets and other confidential information.

'Products': any product for sale by Toolstream Ltd contained on this website or in our Catalogue.

'You': any company, person, firm or entity purchasing Products on the Toolstream Ltd website.

'We' 'Us' 'Our': Toolstream.Ltd

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if You accept them. Please understand that if You refuse to accept these terms and conditions, You will not be able to order any Products from our site.

1. INFORMATION ABOUT US

- 1.1 www.toolstream.com is a site operated by Toolstream Ltd (we). We are registered in England and Wales under company number 04281144 with our registered office and main trading address at Boundary Way, Lufton Trading Estate, Yeovil, Somerset, BA22 8HZ. Our VAT number is 785 4021 24.

2. SERVICE AVAILABILITY

- 2.1 Our site is only intended for use by people resident in countries within the European Union. We do not accept orders from individuals outside those countries.

3. YOUR STATUS

- 3.1 By placing an order through our site, You warrant that:
- (a) You are a retailer in the business of selling products to consumers and other end users and that You are not an end user of the Products;
 - (b) You are legally capable of entering into binding contracts and have sought all necessary approvals;
 - (c) You are competent in the use and maintenance of our Products and shall follow all manufacturer instructions and generally accepted health and safety procedures for their use.

4. AUTHORISED RESELLERS

- 4.1 Only Authorised Resellers are permitted to sell any goods purchased to members of the public or other companies, such as wholesalers, and in so doing the following shall apply. You must:
- (a) indemnify us against all losses, direct and indirect, which arise as a result of You providing warranties that are over and above those contained in the Toolstream Ltd Terms and Conditions of Business;
 - (b) subject to clause 4.2, not hold Yourself out to be connected with Toolstream Ltd;
 - (c) not remove any trademark, trading name, logo or any other marking associating the Products with Toolstream Ltd and the brands it distributes;
 - (d) not do anything which is damaging to the reputation, goodwill or business of Toolstream Ltd and the brands it distributes;
 - (e) adhere to all statutory and regulatory requirements in respect of the sale of Products to members of the public or other companies, such as wholesalers;
 - (f) accept and pay Your customers a refund where Products are faulty, and do so within a period of 30 days. If such a refund is not honoured by You, Toolstream Ltd reserves the right to honour the refund and redeem a rebate against You;

- (g) conduct Your business in a manner which reflects favourably at all times on Toolstream Ltd and the good name, goodwill and reputation of Toolstream Ltd and not enter into any contract or engage in any practice detrimental to the interests of Toolstream Ltd or Our Products; and
 - (h) bring to the attention of Toolstream Ltd any information that would be useful to Us, or better assist Us in the sale or marketing of our Products.
- 4.2 Only Authorised Resellers may make reference to the fact that they are entitled to stock and sell the branded products exclusively distributed by Toolstream Ltd but otherwise they may not hold themselves out to be connected with Toolstream Ltd and the brands it distributes exclusively.

5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 5.1 After placing an order with Toolstream Ltd this does not mean that Your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to You by sending You an e-mail that confirms that the Product has been dispatched (the Dispatch Confirmation) where You have provided us with an email address. The contract between Us (Contract) will only be formed when We send You the Dispatch Confirmation.
- 5.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of Your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

6. OUR STATUS

- 6.1 Nothing in these terms is intended to or shall operate to create a partnership, agency or joint venture between the parties. Each party hereby acknowledges and agrees that they enter into this contract on their own terms and accordingly are independent and unconnected parties.
- 6.2 It is further agreed that any order You place with Us is a separate and distinct contract and does not create any framework or long term legal relationship between Us. Therefore any refusal to supply Products in the future shall not be deemed a breach of any term of this Agreement. However, this Agreement represents Our Standard terms and conditions and so if and to the extent that We do supply You with Products in the future such supply shall, unless otherwise stated by Us, be on these terms and conditions.

6.3 We may provide links on our site to the websites of other companies, whether affiliated with Us or not. We cannot give any undertaking, that products You purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are disclaimed by Us absolutely. This disclaimer does not affect Your statutory rights against the third party seller. We will notify You when a third party is involved in a transaction, and we may disclose Your customer information related to that transaction to the third party seller.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in and to the Products belong, and shall belong, to Us and/or Our licensors.

7.2 You shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any of Our Intellectual Property Rights and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.

7.3 We make no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in the Products and the Trade Marks nor as to whether the same infringe on any Intellectual Property Rights of third parties.

7.4 You shall not modify, adapt, develop, reverse engineer, decompile, or disassemble the Products except and only to the extent that it is expressly permitted by applicable law.

7.5 You shall not:

- (a) use any of the trade marks in any way which might prejudice their distinctiveness or validity or the goodwill of Toolstream Ltd and the brands it distributes;
- (b) use in relation to the Products any trade marks other than the trade marks permitted by Us and affixed to the Products without obtaining Our prior written consent; or
- (c) use any trade marks or trade names so resembling any trade mark or trade names of Toolstream Ltd and the brands it distributes as to be likely to cause confusion or deception.

7.6 Other than the right to sell expressly granted under this agreement, neither party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights. In particular, except as expressly provided in this agreement, You shall have no rights in respect of any trade names or trade marks used by Us in relation to the Products or their associated goodwill, and You hereby acknowledge

that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in, Toolstream Ltd.

- 7.7 At Our request, You shall do or procure to be done all such further acts and things (including the execution of documents) as We shall reasonably require to give Us the full benefit of this agreement.
- 7.8 You shall promptly give notice in writing to Us in the event that You becomes aware of:
- (a) any infringement or suspected infringement of Our trade marks or any other Intellectual Property Rights in or relating to the Products; and
 - (b) any claim that any Product or the manufacture, use, sale or other disposal of any Product, whether or not under the trade marks, infringes the rights of any third party.
- 7.9 In the case of any matter falling within clause 7.8(a):
- (a) We shall, in its absolute discretion, determine what action if any shall be taken in respect of the matter;
 - (b) We shall have sole control over and shall conduct any consequent action as it shall deem necessary; and
 - (c) We shall pay all costs in connection with that action and shall be entitled to all damages and other sums which may be paid or awarded as a result of any such action.

8. CANCELLATION OF CONTRACT

- 8.1 You may cancel a Contract at any time within three working days, beginning on the day after You received the Products, by returning the Products to us in the same condition in which You received them. In this case, You will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in paragraph 12 below).
- 8.2 To cancel a Contract, You must inform us in writing and return the Product(s) to us within three working days, in the same condition in which You received them, and at Your own cost and risk.

9. AVAILABILITY AND DELIVERY

- 9.1 We aim to fulfil Your order (provided the order is taken before 3pm, or 5pm online) in accordance with the delivery times stated for Zones A, B and C in the most recent edition of Our catalogue or on Our website <https://www.toolstream.com/>, unless there are exceptional circumstances.

9.2 Zones A, B and C are defined as set out in the most recent edition of our Catalogue or on our Website <https://www.toolstream.com/>

10. RISK AND TITLE

10.1 The Products will be at Your risk from the time of delivery.

10.2 Ownership of the Products will only pass to You when we receive full payment of all sums due in respect of the Products, including delivery charges.

10.3 For the purposes of Clause 9.2, until such time as we have received payment, You shall:

- (a) not alienate, transfer, dispose of or assign any rights in the Products;
- (b) keep the Products separate from and not integrate them with other products;
- (c) clearly indicate that the Products are the property of Toolstream Ltd; and
- (d) Provide Us, Our agents and representatives, with unhindered rights of access to Your premises for the purpose of removing our Products.

11. PRICE AND PAYMENT

11.1 The price of any Products will be as quoted on Our site or in Our catalogue from time to time, except in cases of obvious error.

11.2 These prices exclude VAT and delivery costs, both of which will be added to the total amount due as set out in our Delivery Guide on Our website <https://www.toolstream.com/>

11.3 Cost of delivery to the different zones is as set out in the most recent edition of our catalogue and Website <https://www.toolstream.com/> although the costs as set out are not binding.

11.4 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent You a Dispatch Confirmation.

11.5 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge 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 normally, at our discretion, either contact You for

instructions before dispatching the Product, or reject Your order and notify You of such rejection.

- 11.6 We are under no obligation to provide the Product to You at the incorrect (lower) price, even after we have sent You a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by You as mistaken pricing.
- 11.7 Payment must be through the opening of an account with Toolstream Ltd. You may choose to either pay by credit or debit card or to be invoiced monthly. Invoices must be paid within 30 days. We accept account payments by cheque, Mastercard, Visa, Switch, Solo and Delta. We will charge Your card at the time You place Your order, unless the order is placed after 3pm, or 5pm on the Website in which case Your card may be charged the following day.
- 11.8 We reserve the discretionary right to terminate a customer account in the case of:
- (a) a failure to make a payment; or
 - (b) repeated unreliability in making payments; or
 - (c) us having reasonable grounds to have concern about a customer's credit worthiness; or
 - (d) a customer has breached a term of these conditions; or
 - (e) where We feel it is appropriate.

12. OUR REFUNDS POLICY

- 12.1 When You return a Product to us (for instance, because You have cancelled the Contract between us, or You claim that the Product is defective), we will, in the case of a defect, examine the returned Product, in accordance with our repair policy (see paragraph 13.4 below). Where appropriate we will notify You of Your refund via e-mail, telephone, fax or in writing within a reasonable period of time. We will usually refund any money received from You using the same method originally used by You to pay for Your purchase. We will usually process the refund due to You as soon as possible and, in any case, within 30 days of the day we received Your cancellation or the day we confirmed to You via e-mail that You were entitled to a refund for delivery of the defective Product.
- 12.2 Products returned by You within a three day period (see paragraph 8.1 above) will be refunded in full, including the cost of sending the item to You. However, You will be responsible for the cost of returning the item to us.

12.3 Products returned by You must be in the same condition in which You received them, with packaging intact, thereby making the product resalable.

13. OUR LIABILITY

13.1 We warrant that any Product purchased from us through Our website or catalogue is of satisfactory quality, Our products have guarantees which are specified in the latest edition of Our Catalogue and on Our website. Our Catalogue contains details as to which products are hand tools, power tools or petrol products.

13.2 We will not be liable for any errors in specification of any Product contained within Our site or Catalogue.

13.3 Subject to our repair policy set out in paragraph 13.4, our liability in connection with any Product purchased through our site is strictly limited to the purchase price of that Product.

13.4 We will, at our discretion endeavour to repair products returned by You because of a defect so that they become operable. Once repaired they will be returned to You under these Terms and Conditions. Where we do not repair products then our refund policy as set out in paragraph 12 will apply.

13.5 This does not include or limit in any way our liability:

- (a) For death or personal injury caused by our negligence;
- (b) For fraud or fraudulent misrepresentation; or
- (c) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

13.6 We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

14. COMPLIANCE WITH LAWS AND REGULATIONS

14.1 Without prejudice to that set out in clause 4, You shall be responsible for obtaining any necessary import licences or permits necessary for the entry of the Products or their delivery to You. You shall be responsible for any and all customs' duties,

clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Products.

15. WRITTEN COMMUNICATIONS

- 15.1 Applicable laws require that some of the information or communications we send to You should be in writing. When using our site, You accept that communication with us will be mainly electronic. We will contact You by e-mail or provide You with information by posting notices on our website. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that we provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.

16. NOTICES

- 16.1 All notices given by You to us must be given to Toolstream Ltd, Boundary Way, Lufton Trading Estate, Yeovil, Somerset, BA22 8HZ at creditcontrol@toolstream.com. We may give notice to You at either the e-mail or postal address You provide to us when placing an order, or in any of the ways specified in paragraph 13. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

17. TRANSFER OF RIGHTS AND OBLIGATIONS

- 17.1 The contract between You and us is binding on You and us and on our respective successors and assigns.
- 17.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of Your rights or obligations arising under it, without our prior written consent.
- 17.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

18. EVENTS OUTSIDE OUR CONTROL

- 18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- 18.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) Strikes, lock-outs or other industrial action.
 - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - (e) Impossibility of the use of public or private telecommunications networks.
 - (f) The acts, decrees, legislation, regulations or restrictions of any government.
- 18.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

19. WAIVER

- 19.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of Your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.
- 19.2 A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with paragraph 13 above.

20. SEVERABILITY

- 20.1 If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

21. ENTIRE AGREEMENT

- 21.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 21.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 21.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

22. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 22.1 We have the right to revise and amend these terms and conditions from time to time.
- 22.2 You will be subject to the policies and terms and conditions in force at the time that You order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by You), or if we notify You of the change to those policies or these terms and conditions before we send You the Dispatch Confirmation (in which case we have the right to assume that You have accepted the change to the terms and conditions, unless You notify us to the contrary within seven working days of receipt by You of the Products).

23. LAW AND JURISDICTION

- 23.1 Contracts for the purchase of Products through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

24. THIRD PARTIES

- 24.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 any contract between us is not intended to and does not give any person who is not party to it any right to enforce any of its provisions.