Introduction

These terms govern the sale and supply of "goods" by us to you, a consumer.

Full details of your goods are set out in your order email summary, order confirmation or quotation ("order").

Any reference to "we" or "our" is a reference to Flow Solutions Group Ltd. Our company number is 06644136 and our VAT registration number is GB937601516.

Any reference to "you" or "your" is a reference to you, the person, company or party who purchases goods from us. You can communicate with us in relation to your order, by contacting us as follows:

- telephone: our number is 01254 59371
- email: our address is sales@theflowgroup.co.uk
- post: our registered office address, which is Unit J Dyehouse Lane, Brighouse, West Yorkshire, HD6 1LL.

We want to make sure our terms are easy to understand, so we have set them out below using key headings. Please note that we do not give business customers all the same rights as consumers. If you are buying goods wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual, then our standard terms and conditions for businesses with govern our relationship with you and can be located here:

¹ Flow Group Terms-and-conditions

Where to find information about us and our goods

You can find everything you need to know about us and our goods on our website at www.theflowgroup.co.uk before you order. We also confirm the important information to you in writing before or after you order, by email.

When you buy from us you are agreeing that:

- We only accept orders when we've checked them.
- Sometimes we reject orders.
- We charge you when you order.
- We're not responsible for delays outside our control.
- Goods can vary slightly from their pictures.
- You're responsible for making sure any information you supply to us is accurate.
- You have a legal right to change your mind plus extra rights under our guarantee.
- You have rights if there is something wrong with your goods.
- We can change goods and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw goods.
- We can end our contract with you.
- We don't compensate you for all losses caused by us or our goods.
- We use your personal data as set out in our Privacy Notice.
- You have several options for resolving disputes with us.

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Other important terms apply to our contract.

We only accept orders when we've checked them

We contact you by email to confirm we've received and/or accepted your order.

Sometimes we reject orders

Sometimes we reject orders, for example, because parts are unexpectedly out of stock, or because the goods were mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

What we charge

What we charge will be set out on our website and in your order confirmation.

When we charge

We will charge you in full at the time of your order.

We're not responsible for delays outside our control

If our supply of goods is delayed by an event outside our control, (such as supply chain or delivery issues), we will 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 to end the contract and receive a refund for any goods you have paid for in advance, but not received, less reasonable costs we have already incurred.

Goods can vary slightly from their pictures

The true colour and appearance of the goods may not exactly match that shown on your device or in our marketing.

You're responsible for making sure the information you supply to us is accurate

If we're supplying the goods to include any specific requirements, you're responsible for making sure the information you supply to us is correct. For more information on the measurement of our goods, please see our website at www.theflowgroup.co.uk.

If you choose to collect your goods

If you have arranged to collect the goods from us, or if a delivery fails and the goods are returned to us, we will notify you by email of a failed delivery. If after one month of such notification, you have still failed to collect the goods, we

reserve the right to treat the goods as abandoned and re-sell them without any obligation to account to you for the sale proceeds.

You have a legal right to change your mind

Your legal right to change your mind. For most of our goods bought remotely (online, by email or over the telephone), 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. 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; and
- goods which become mixed inseparably with other items after their delivery.

The deadline for changing your mind. If you are permitted to change your mind about an order, you must let us know no later than fourteen (14) days after the day we deliver your goods. If the goods are 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, you can notify us by email. Our address for cancellations and returns is sales@theflowgroup.co.uk.

You have to return the goods at your own cost. Returns are at your own cost, unless we offered free returns when you bought the goods.

You can send the goods back to us, using an established delivery service (such as Royal Mail). 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 goods which can't be posted, contact our customer service team.

We only refund standard delivery costs. We don't refund any extra you have paid for express delivery or delivery at a particular time.

We reduce your refund if you have used or damaged goods. If you handle the goods in a way which would not be acceptable, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the goods condition is not "as new", the goods-branded packaging is damaged, or accessories are missing. In some cases, because of the way you have treated the goods, no refund may be due. Our customer service team can advise you on whether we're likely to reduce your refund.

When and how we refund you. We refund you within fourteen (14) days of receiving the goods back from you (or receiving evidence you've sent them 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 goods

Notify us. If you think there is something wrong with your goods, you must contact our customer service team.

Our **goodwill guarantee** for most goods is 2 years, provided that the goods are used in the manner they were intended for, and are not amended in anyway. This goodwill guarantee does not affect your legal rights if there is something wrong with your product.

Your rights and remedies as a consumer. We honour our legal duty to provide you with goods that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that you have several options for resolving disputes with us.

Summary of your key legal rights as a consumer

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your goods your legal rights entitle you to the following:

- If your goods are faulty, then you may be entitled to a refund.
- If your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- If your goods do not last a reasonable length of time, you may be entitled to some money back.

We can change goods and these terms

Changes we can always make. We can always change goods:

- to reflect changes in relevant laws and regulatory requirements;
- to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the goods; and

We can suspend supply (and you have rights if we do)

We can suspend the supply of goods. We do this to:

- deal with technical problems or make minor technical changes;
- update the goods to reflect changes in relevant laws and regulatory requirements; or
- make changes to the goods (see We can change goods and these terms).

We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend supply, or tell you we're going to suspend supply, for more than sixty (60) days you can contact our customer service team to end the contract, and we'll refund any sums you've paid in advance for goods you won't receive.

We can end our contract with you

We can end our contract with you for goods (and may claim any compensation due to us) if:

- you don't, within a reasonable time of us asking for it, provide us with information or cooperation that we need to provide the goods;
- you don't, within a reasonable time, allow us to deliver the goods to you, then (unless the goods are made to your specifications or are clearly personalised) we treat your order as cancelled.

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

Our liability to you. We're responsible for losses you suffer caused by us breaking this contract 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.

Losses we never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- defective goods under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability

No implied terms about goods. We exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

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* which can be accessed on our website.

You have several options for resolving disputes with us

Our complaints policy. Our customer service team will do their best to resolve any problems you have with us or our goods.

Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

You can go to court. These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and 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 apply to our contract

We are governed by the standards set out in the ISO (International Organization for Standardization). In particular, standards 9001, 14001 and 27001. We will ensure that the supply of our goods complies with these Standards. If you are a consumer, we will ensure that nothing in these terms and conditions will affect your rights under the Standards.

We can transfer our contract with you, so that a different organisation is responsible for supplying your goods. We'll tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the contract.

Nobody else has any rights under this contract. This 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 this 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 this 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.