

These terms may have changed since you last reviewed them

Where to find information about us and our products

You can find everything you need to know about us, Roché Systems Limited, and our products on our website or from our sales staff before you order. We also confirm the key information to you in writing before you order, either by email, or on paper.

When you buy from us you are agreeing that:

- We only accept orders when we've checked them and you have paid the deposit.
- Sometimes we reject orders.
- We charge you in staged payments when you order, prior to installation of the product and a final payment once the product is installed.
- We charge interest on late payments.
- We pass on some increases in VAT.
- We're not responsible for delays outside our control.
- Products can vary slightly from their pictures.
- You're responsible for making sure your measurements are accurate.
- We charge you if you don't give us information we need or do preparatory work as agreed with us.
- If you bought online or over the telephone, 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 product.
- We can change products and these terms.
- We can suspend the contract (and you have rights if we do).
- We can withdraw products.
- We can end our contract with you.
- We don't compensate you for all losses caused by us or our products.
- We use your personal data as set out in our Privacy Notice.
- You have several options for resolving disputes with us.
- Other important terms apply to our contract.

We only accept orders when we've checked them

We contact you to confirm that we've received your order but that communication will not be acceptance of your order.

Once we receive your order, we will contact you to take further details and, if necessary, we will arrange a site visit. We will then provide you with a quotation which will include our pricing. If you wish to proceed with the order 50% of the price will be payable at that point which shall be the deposit. If you pay the deposit that payment will be deemed to be your acceptance of these terms and conditions and the contract will be formed at that point.

We will then send you an order acknowledgement which shall be the confirmation of your order.

Please note that the pricing in a quotation, offer or estimate shall be valid for 20 working days or the time limit stated on the quotation or estimate (whichever is shorter). If you do not pay the deposit within that timescale we reserve the right to withdraw or amend a quotation at any time and the order will not be deemed to be accepted.

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, because the product was mispriced by us or because an order is not appropriate for the site in question once we have carried out a site visit. When this happens, we let you know as soon as possible and refund any sums you have paid.

Price and charges

The price shall be as stated on the quotation that we provide to you.

If you order the product for delivery only (i.e. no installation) you will be responsible for the delivery charges. If you order for the product to be installed by us then the delivery charges will be included in the installation prices and no separate delivery charge will be payable.

We charge you additional sums if you don't give us information we've asked for about how we can access your property to provide the services or if you don't do preparatory work to prepare for the services, as agreed with us. For example, we might need to return on another vehicle or with extra manpower or reschedule services.

We charge you in stages when you order, prior to installation and following installation

We charge 50% of the price which is payable upon making your order and prior to us ordering the product.

We charge a further 40% of the price which is payable once the product is received by us and prior to the installation of the product. This payment is due when you book for the product to be installed and must be paid prior to the installation date. We may cancel the installation if this payment instalment is not paid by the date of our confirmation of the installation date or 7 days before the installation date, whichever is sooner.

The final balance of 10% of the price shall be payable once the product has been delivered and installed. The final balance must be paid on the installation date. This can be paid direct to our installers.

You will own your product once we have received payment in full.

We charge interest on late payments

If we are unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We pass on some increases in VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

Delivery

We will deliver the product to the address that is noted in the quotation. Where we are installing the product, the delivery costs will be included in your quotation.

Unless we agree otherwise, where we are engaged on a “supplier only basis” (which for the avoidance of doubt shall mean that we are not responsible for the installation of the product) we will arrange for delivery of the product to you but you will be responsible for the delivery costs which shall include the costs of unloading the product. These costs will be included on the quotation.

Delivery shall be completed once the product has been unloaded at the agreed location.

Times and dates given for delivery are approximate online and we shall not be responsible for any delays or losses caused by delays to delivery.

You will be responsible for the product once it has been delivered.

We're not responsible for delays outside our control

If our supply of your product is delayed by an event outside our control (such events including but not limited to acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil commotion or riots, war, threat or preparation for war, armed conflict, impositions of sanctions, embargo or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority; collapse of buildings, fire explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than those by our own staff); non-performance by our suppliers or sub-contractors; interruption or failure of a utility service or any other event that is outside of our control), 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 at orders@rochesystems.com to end the contract and receive a refund for any products you have paid for, but not received except that we may retain a reasonable amount to cover costs that we have already incurred under the contract.

Products can vary slightly from their pictures

A product's true colour may not exactly match that shown on our website or marketing materials.

Online colour samples will vary from physical samples.

We may need to make changes to a product or to the delivery of our services in order to conform with any statutory or regulatory requirements that may change from time to time. This includes but is not limited to changes that are required due to changes in health and safety legislation.

You're responsible for making sure your measurements are accurate where we are engaged on a “supply only” basis

Where we are engaged on a “supply only” basis (which shall mean that we are not engaged on the installation of the Product and will be noted in the order acknowledgement) and if we're making or supplying the product to measurements, design, drawing dimensions, weights or specifications that you provide, you're responsible for making sure that information is correct. We will have no liability to you for a product that is not suitable as a result of incorrect details provided by you to us.

You are also responsible for the quantities and delivery dates.

Find information and tips on how to measure on our website or contact our Customer Service Team: at orders@rochesystems.com

We charge you if you don't give us information we need or do preparatory work as agreed with us

You must provide us with the necessary information within sufficient time to allow us to provide the products and services detailed under these terms and conditions and the acknowledgement of your order.

You must notify us within 48 hours of receiving the order acknowledgement of any error. We will not be responsible for any delays or losses suffered or incurred as a result of a delay in notifying us of such errors.

We charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery or installation or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower or reschedule installation. Where we require any such preparatory work we will detail this on your quotation, acknowledgement of order or in other documentation provided by us to you.

If you bought over the telephone or by email correspondence, you have a legal right to change your mind and however you bought you have rights under our guarantee

Your legal right to change your mind. For most of our products bought by email order 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 provided you inform us within the relevant time limits. This right is subject to some conditions, as set out below.

Our goodwill guarantee. In addition, we, Roché Systems Limited, offer our UK customers a goodwill guarantee for most products bought by email order or over the telephone, which is more generous than your legal rights in the ways set out below. This goodwill guarantee does

not affect your legal rights if there is something wrong with your product (for more on those rights see You have rights if there is something wrong with your product).

| Your legal rights | How our goodwill guarantee is more generous |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14 days to change your mind - telephone and email order sales only. | <p>For products that we supply and install we offer a 5-year product and workmanship guarantee.</p> <p>For products that we supply only (but do not install) we offer a 1-year product guarantee.</p> <p>The goodwill guarantee is governed by the terms of the manufacturer manual which we provide to you when we install the product. The goodwill guarantee will not apply where you have not complied with the terms of the manufacturer manual or any other instructions we have provided to you in relation to the use of the product.</p> |
| You pay costs of return | We pay costs of return |

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

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

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 that your order is confirmed by payment of the deposit and in our confirmation of your order.

How to let us know. To let us know you want to change your mind, contact our Customer Service Team at orders@rochesystems.com.

You have to return the product at your own cost (this only applies where we are engaged on a “supply only” arrangement. Where we are responsible for installing the product it cannot be returned once it has been installed unless there is a fault). 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, please contact is at orders@rochesystems.com.

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 a product. If you handle the product in a way which would not be acceptable in accordance with the manufacturer manual or any other guidance or instructions that we have provided to you, 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". In some cases, because of the way you have treated the product, no refund may be due. Please contact us at orders@rochesystems.com where we 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 can end an on-going contract (find out how)

We tell you when and how you can end an on-going contract with us during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team at orders@rochesystems.com. Depending on when you cancel we may be able to offer a refund – this will be at our discretion depending on the costs we have incurred and the stage that the order is at when you cancel. We will discuss this with you further if you contact us to cancel.

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 orders@rochesystems.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. 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

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

Up to 30 days: if your goods are faulty, then you can get a refund.

Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

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 – for example we may need to change the materials in the product to comply with health and safety legislation;
- to make minor technical adjustments and improvements. These are changes that don't affect your use of the product.

We can delay or suspend the contract (and you have rights if we do)

We can delay the supply of a product. We do this to:

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

We may also delay the installation of a product if you do not make payment when it is due to us.

We let you know, may adjust the price and may allow you to terminate. We will contact you in advance to tell you we're delaying supply, unless the problem is urgent or an emergency. If we suspend the contract, or tell you we're going to suspend the performance of the contract for more than 6 months from the original installation date you can contact our Customer Service Team at orders@rochesystems.com to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

We can end our contract with you

We can end our contract with you for a product and claim any compensation due to us (including enforcement costs) if:

- you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example, the type of access we might need; or
- you don't, within a reasonable time, allow us to deliver the product to you.

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 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, 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.
- **It could have discovered by inspecting the product on delivery.** You must notify us of any defects in the product within 24 hours of their delivery.

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

How we use any personal data you give us is set out in our Privacy Notice: [LINK TO PRIVACY NOTICE OR WEBSITE ADDRESS FOR PRIVACY NOTICE OR INFORMATION ABOUT WHERE IT CAN BE LOCATION E.G. WITH THE QUOTATION].

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 products as per our Complaints policy: please contact us at orders@rochesystems.com if you have a complaint or problem with your order.

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 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 apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll contact you to let you know if we plan to do this.

You can only transfer your contract with us to someone else if we agree to this. We may not agree to the transfer if we have legitimate reasons to be concerned about who you will transfer the contract to. However, you can transfer our guarantee (as explained in *Our goodwill guarantee*) to a new owner of the product. We can require the new owner to prove you transferred the product to them, for example by asking for proof of their purchase of the property.

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.

All of the terms and conditions are contained in these terms and conditions and in the acknowledgement of order. These terms and conditions supersede any prior agreement, understanding, arrangement or conversation between you and us and shall exclusively govern the contractual arrangement between us.