

## TYPHOON INTERNATIONAL LIMITED TERMS AND CONDITIONS

Please read the following important terms and conditions before you purchase any goods and/or services from us

### 1 INFORMATION ABOUT US AND HOW TO CONTACT US

**Who we are.** We are Typhoon International Limited a company registered in England and Wales. Our company registration number is 00462364 and our registered office is at c/o Ocean Safety, Saxon Wharf, Lower York Street, Southampton, SO14 5QF, UK. Our registered VAT number is 438753029.

**How to contact us.** You can contact us by telephoning our customer service team at +44 (0) 1642 486 104 or by writing to us at sales@typhoon-int.co.uk Limerick Road, Dormanstown Industrial Estate, Redcar, Cleveland TS10 5JU UK. We may record calls for quality and training purposes.

**How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. If we have to contact you, we will do so by e-mail or by pre-paid post to the address you provided to us in your order.

### 2 ARE YOU A BUSINESS CUSTOMER OR A CONSUMER?

In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
  - You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- Provisions specific to **consumers only are in blue** and those specific to **businesses only are in red**. All provisions in black apply to both consumers and businesses.

### 3 THESE TERMS

**3.1 What these terms cover.** These are the terms and conditions on which we will supply goods and/or services to you.

**3.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods and/or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

**3.3 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.**

### 4 MAKING AN ORDER AND CONTRACT FORMATION

**4.1 Acknowledging receipt of your order.** After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted.

**4.2 How we will accept your order.** Our acceptance of your order will take place when we either tell you in person that we are able to provide you with the goods and/or services or if we email, write or call you to accept it, at which point a contract between you and us will come into existence.

**4.3 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the goods and/or services. This might be because a) the goods are out of stock, b) because of unexpected limits on our resources which we could not reasonably plan for, c) because a credit reference we have obtained for you does not meet our minimum requirements, d) because we have identified an error in the price or description of the goods and/or services or e) because we are unable to meet a delivery deadline or perform the services on the date you have specified.

**Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

### 5 OUR GOODS

**5.1 Goods may vary slightly from their pictures.** The images of the goods on our website or in our brochure are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or a picture in our brochure accurately reflects the colour of the goods. Your goods may vary slightly from those images.

**5.2 Goods packaging may vary.** The packaging of the goods may vary from that shown in images on our website or in our brochure.

**5.3 Making sure your specifications are accurate.** If you require us to provide goods and/or services bespoke to your requirements or

measurements, you will be responsible for ensuring that the specification is accurate.

### 6 YOUR RIGHTS TO MAKE CHANGES

**6.1** If you wish to make a change to the goods and/or services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the goods and/or services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

**6.2** If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to cancel the contract (see clause 9 Your rights to cancel the contract).

### 7 OUR RIGHTS TO MAKE CHANGES

**7.1 Changes to the goods and/or services and these terms.** As either told to you over the telephone or in the course of email exchanges or as set out on our website and brochure, we may change the goods and/or services to reflect changes in relevant laws and regulatory requirements. We may also amend these terms from time to time and if we do so we will notify you before the changes take effect. If you do not agree to the changes, you may contact us to end the contract and receive a refund for any goods and/or services paid for but not received.

### 8 PROVIDING THE GOODS AND/OR SERVICES

**8.1 Delivery costs.** The costs of delivery will be as told to you over the telephone or in the course of email exchanges or as set out on our website and brochure.

**8.2 Packaging costs.** A packaging charge may be added to all orders for delivery. The costs of packaging will be as told to you over the telephone or in the course of email exchanges or as set out on our website and brochure.

**8.3 When we will provide the goods and/or services.** During the order process we will let you know when we will provide the goods and/or services to you. If the services are ongoing services, we will also tell you during the order process when and how you can cancel the contract.

#### 8.3.1 In respect of goods

**a) If you are a consumer, we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.**

**b) If you are a business customer, the delivery date will be as told to you over the telephone, in order confirmation, or in the course of email exchanges and may be updated from time to time.**

**8.3.2 In respect of services** on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

**8.3.3 If the services are ongoing services** we will supply the services to you until either the services are completed or you end the contract as described in clause 9 or we end the contract by written notice to you as described in clause 11.

**8.4 We are not responsible for delays outside our control.** If our supply of the goods and/or services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods and/or services you have paid for but not received.

**8.5 Collection by you.** If you have asked to collect the goods from our premises, you can collect them from us at any time during our working hours of 8.30 to 16.30 Monday to Thursday and 08.30 to 13.00 on Friday's (excluding public holidays).

**8.6 If you are not at home when the goods are delivered.** If no one is available at your address to take delivery and the goods cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the goods from a local depot.

**8.7 If you do not re-arrange delivery.** If you do not collect the goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may cancel your order and clause 10.2 will apply.

**8.8 When you become responsible for the goods.** The goods will be your responsibility from the time we deliver the goods to the address you gave us or you collect it from us.

**8.9 When you own goods.** You own the goods once we have received payment in full.

**8.10 If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable

to contact you or re-arrange access to your property we may cancel the contract and clause 10.2 will apply.

**8.11 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the goods and/or services to you, for example, special measurement information. If so, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods and/or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**8.12 Reasons we may suspend the supply of goods and/or services to you.** We may have to suspend the supply of a goods and/or services to:

**8.12.1** deal with technical problems or make minor technical changes;

**8.12.2** update the goods to reflect changes in relevant laws and regulatory requirements;

**8.12.3** make changes to the goods and/or services as requested by you or notified by us to you (see clause 6).

**8.13 Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 60 days we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract for a services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 60 days and we will refund any sums you have paid in advance for the services in respect of the period after you end the contract.

**8.14 We may also suspend supply of the goods and/or services if you do not pay.** If you do not pay us for the goods and/or services when you are supposed to (see clause 14.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the goods and/or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods and/or services. We will not suspend the goods and/or services where you dispute the unpaid invoice (see clause 15.6). We will not charge you for any services during the period for which they are suspended. As well as suspending the goods and/or services we can also charge you interest on your overdue payments (see clause 15.5).

**8.15 Certification.** When we have carried out any repair and/or servicing to Your goods, we will provide you with a certificate of conformity or service certificate as appropriate.

## **9 YOUR RIGHTS TO END THE CONTRACT**

**9.1** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer.

**9.2 Exercising your right to change your mind if you are a consumer. If you are a consumer then for most goods and/or services bought online, over the telephone, by mail/fax order or by exchange of emails, you have a legal right to change your mind within 14 days and receive a refund.**

**9.3 How long do you have to change your mind if you are a consumer? If you are a consumer how long you have depends on what you have ordered and how it is delivered.**

**9.3.1 Have you bought services? If so, you have 14 calendar days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.**

**9.3.2 Have you bought goods? If so you have 14 calendar days after the day you (or someone you nominate) receives the goods, unless: (i) Your goods are split into several deliveries over different days. In this case you have until 14 calendar days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.**

**9.4 When consumers do not have the right to change their minds. Your right as a consumer to change your mind does not apply in respect of:**

**9.4.1** business customers who purchase goods and/or services;

**9.4.2** contracts formed at our premises;

**9.4.3** services, once these have been completed, even if the cancellation period is still running;

**9.4.4** goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and

**9.4.5** any goods which become mixed inseparably with other items after their delivery.

**9.5** Ending the contract where we are not at fault and it is after the

**14 day cooling off period.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.4), you can still end the contract before it is completed, but you may have to pay us compensation. Please contact us to let us know. A contract for goods is completed when the goods is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them.

**9.6** When the contract will end. The contract will end immediately and we will refund any sums paid by you for goods and/or services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

**9.7** Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 9.7.1 to 9.7.5 below the contract will end immediately and we will refund you in full for any goods and/or services which have not been provided and you may also be entitled to compensation. The reasons are:

**9.7.1** we have told you about an upcoming change to the goods and/or services or these terms which you do not agree to (see clause 6.1);

**9.7.2** we have told you about an error in the price or description of the goods and/or services you have ordered and you do not wish to proceed;

**9.7.3** there is a risk that supply of the goods and/or services may be significantly delayed because of events outside our control;

**9.7.4** we have suspended supply of the goods and/or services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 60 days; or

**9.7.5** you have a legal right to end the contract because of something we have done wrong.

## **10 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER EXERCISING YOUR 14 DAY RIGHT TO CHANGE YOUR MIND)**

**10.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

**10.1.1 Phone or email.** Call customer services on the details set out at the beginning of these terms. Please provide your name, home address, details of the order and, where available, your phone number and email address.

**10.1.2 By post.** Write to us at Typhoon International Limited, Limerick Road, Dormanstown Industrial Estate, Redcar, Cleveland TS10 5JU UK, including details of what you bought, when you ordered or received it and your name and address.

**10.2 Returning goods after ending the contract.**

**10.2.1** If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at the Typhoon International Limited, Limerick Road, Dormanstown Industrial Estate, Redcar, Cleveland TS10 5JU UK or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on the details at the beginning of these terms for a return label or to arrange collection.

**10.2.2 If you are a consumer exercising your right to change your mind you, must send off the goods within 14 days of telling us you wish to end the contract.**

**10.3 Who will pay the costs of return.** We will pay the costs of return:

**10.3.1** if the goods and/or services are faulty or misdescribed; or

**10.3.2** if you are ending the contract because we have told you of an upcoming change to the goods and/or services or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

**10.3.3 if you are a consumer exercising your 14 day right to change your mind.**

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

**10.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the goods from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery, as told to you over the telephone or in the course of email exchanges or as may be set out in our brochure or our website.

**10.5 How we will refund you.** We will refund you the price you paid for the goods and/or services including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**10.6 When we may make a deduction from refunds if you are a consumer exercising your 14 day right to change your mind. If you are exercising your right to change your mind:**

**10.6.1** We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted e.g. because you failed to follow our oral or written instructions as to the storage, installation, commission-

ing, use or maintenance of the good. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

**10.6.2** The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a good within 3-5 days at one cost but you choose to have the good delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

**10.6.3** If you have purchased a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

**10.7** When your refund will be made.

**10.7.1** If you are a consumer exercising your right to change your mind then:

a) If you have purchased goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us. For information about how to return a goods to us, see clause 9.2.

b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

**10.7.2** If you are a business customer, we will make any refunds due to you as soon as possible.

## **11 OUR RIGHTS TO END THE CONTRACT**

**11.1** We may end the contract if you break it. We may end the contract for goods and/or services at any time by writing to you if:

**11.1.1** you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

**11.1.2** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods and/or services, for example, measurement information;

**11.1.3** you do not, within a reasonable time, allow us to deliver the goods and/or services to you or collect them from us; or

**11.1.4** you do not, within a reasonable time, allow us access to your premises to supply the services.

**11.2** If you are a business customer, we may also end the contract for goods and/or services at any time in writing:

**11.2.1** if you are subject to bankruptcy or liquidation event;

**11.2.2** if you commit a material breach of these terms and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

**11.2.3** you repeatedly breach any of these terms in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these terms;

**11.2.4** by providing you with 30 days' notice.

**11.3** You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance goods and/or services we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**11.4** We may withdraw the goods and/or services. We may write to you to let you know that we are going to stop providing the goods and/or services. We will let you know at least 10 working days in advance of our stopping the supply of the goods and/or services and will refund any sums you have paid in advance for goods and/or services which will not be provided.

## **12 IF THERE IS A PROBLEM WITH THE GOODS AND/OR SERVICES**

**12.1** How to tell us about problems. If you have any questions or complaints about the goods and/or services, please contact our customer service team on the details at the beginning of these terms. Alternatively, please speak to one of our staff in-store.

## **13 YOUR RIGHTS IN RESPECT OF DEFECTIVE GOODS AND/OR SERVICES IF YOU ARE A CONSUMER**

**13.1** Summary of your legal rights. If you are a consumer, we are under a legal duty to supply goods and/or services that are in conformity with this contract. You are also entitled to certain key legal rights in respect of the goods and/or services. For detailed information of these rights please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. Nothing in these terms will affect your legal rights.

**13.2** Your obligation to return rejected goods. If you wish to exercise your legal rights to reject goods you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on the details at the beginning of these terms for a return label or to arrange collection.

## **14 YOUR RIGHTS IN RESPECT OF DEFECTIVE GOODS IF YOU ARE A BUSINESS**

**14.1** If you are a business customer we warrant that on delivery (and for a period of 12 months from the date of delivery (warranty period),] any goods shall:

**14.1.1** conform in all material respects with their description; and

**14.1.2** be free from material defects in design, material and workmanship.

**14.2** Subject to clause 13.3, if:

**14.2.1** you give us notice in writing during the warranty period within a reasonable time of discovery that a good does not comply with the warranty set out in clause 13.1;

**14.2.2** we are given a reasonable opportunity of examining such product; and

**14.2.3** you return such good to us at our cost, we shall, at our option, repair or replace the defective good, or refund the price of the defective good in full.

**14.3** We will not be liable for a good's failure to comply with the warranty in clause 13.1 if:

**14.3.1** you make any further use of such good after giving a notice in accordance with clause 13.2.1;

**14.3.2** the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the good or (if there are none) good trade practice;

**14.3.3** the defect arises as a result of us following any drawing, design or specification supplied by you;

**14.3.4** you alter or repair the product without our written consent; or

**14.3.5** the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

**14.4** Except as provided in this clause 14, we shall have no liability to you in respect of a good's failure to comply with the warranty set out in clause 14.1.

**14.5** These terms shall apply to any repaired or replacement good supplied by us under clause 14.2.

## **15 PRICE AND PAYMENT**

**15.1** Where to find the price for the goods and/or services. The price of the goods and/or services (which includes VAT) will be the price told to you over the telephone or in the course of email exchanges or as set out on our website and brochure. We take all reasonable care to ensure that the price of the goods and/or services advised to you is correct. However please see clause 15.3 for what happens if we discover an error in the price of the goods and/or services you order.

**15.2** We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the goods and/or services, we will adjust the rate of VAT that you pay, unless you have already paid for the goods and/or services in full before the change in the rate of VAT takes effect.

**15.3** What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the goods and/or services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the goods and/or services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the goods and/or services' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

**15.4** When you must pay and how you must pay. We accept payment with Visa and Mastercard. When you must pay depends on what goods and/or services you are buying:

**15.4.1** For goods, you must pay for the goods before we dispatch them. We will not charge your credit or debit card until we dispatch the goods to you.

**15.4.2** For services, you may be asked to make an advance payment of a percentage of the price of the services, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them Or we will invoice you weekly in advance for the services until the services are completed] You must pay each invoice within 30 calendar days after the date of the invoice.

**15.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**15.6 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

**15.7 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).**

## **16 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

**16.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.**

**16.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for:**

**16.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;**

**16.2.2 for fraud or fraudulent misrepresentation;**

**16.2.3 for breach of your legal rights in relation to the goods and/or services including the right to receive goods and/or services which are:**  
a) as described and match information we provided to you and any sample or model seen or examined by you;

b) of satisfactory quality;

c) fit for any particular purpose made known to us;

d) supplied with reasonable skill and care and, where installed by us, correctly installed; and

**16.2.4 for defective goods and/or services under the Consumer Protection Act 1987.**

**16.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.**

**16.4 We are not liable for business losses. We only supply the goods and/or services for domestic and private use. If you use the goods and/or services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.**

## **17 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

**17.1 Nothing in these terms shall limit or exclude our liability for:**

**17.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);**

**17.1.2 fraud or fraudulent misrepresentation;**

**17.1.3 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**

**17.1.4 defective products under the Consumer Protection Act 1987; or**

**17.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.**

**17.2 Except to the extent expressly stated in clause 14.1 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 are excluded.**

**17.3 Subject to clause 17.1:**

**17.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and**

**17.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by you for products**

**under such contract.**

## **18 HOW WE MAY USE YOUR PERSONAL INFORMATION**

**How we may use your personal information.** We will only use your personal information as set out in our privacy policy available on our website [www.typhoon-int.co.uk](http://www.typhoon-int.co.uk) Other important terms

**18.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 1 month of us telling you about it and we will refund you any payments you have made in advance for goods and/or services not provided.

**18.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**18.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**18.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**18.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**18.6 Which laws apply to this contract and where you may bring legal proceedings.**

**18.6.1 If you are a consumer: These terms are governed by English law and you can bring legal proceedings in respect of the goods and/or services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods and/or services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods and/or services in either the Northern Irish or the English courts.**

**18.6.2 If you are a business. Any dispute or claim arising out of or in connection with a contract between us 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 and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.**