

## **TERMS AND CONDITIONS THAT APPLY WHEN YOU USE OUR WEBSITE OR BUY GOODS FROM OUR WEBSITE**

We are NMC (UK) Limited, a limited company registered in England and Wales under company number 01985924 and with our registered office at Tafarnaubach Industrial Estate, Tredegar, South Wales, NP22 3AA.

This page (together with our Privacy Policy, Terms of Use and Disclaimer) tells you information about us and the legal terms and conditions (**Terms**) on which we sell our goods (**Goods**) listed on our website to you [www.noel-marquet.co.uk](http://www.noel-marquet.co.uk) (**Website**). Your use of our Website is governed by our Terms of Use and Disclaimer. Please take the time to read these, as they include important terms which apply to you.

These Terms will apply to any contract between us for the sale of Goods to you where you use the Goods for domestic and/or private use (**Contract**). You agree not to use the Goods for any commercial, business or resale purposes. When you buy Goods from us you are agreeing the Terms below. If you do not accept these Terms, you will not be able to order any Goods from our Website

Please read these Terms carefully and make sure that you understand them before ordering any Goods from our Website. If you have any questions about these Terms, please contact us using the details set out in clause 1.1. of these Terms.

**We may amend these Terms from time to time. Every time you wish to order Goods on our Website, please check these Terms to ensure you understand the Terms which will apply at that time.**

### **1. COMMUNICATIONS BETWEEN US**

1.1 If you wish to contact us for any reason, including because you have any complaints, you can contact us by emailing [info@noel-marquet.co.uk](mailto:info@noel-marquet.co.uk), or through our site via our Website page <https://noel-marquet.uk>

1.2 We may contact you by way of email or by means of any other contact details you provide to us.

### **2. GOODS**

2.1 Pictures of Goods on our Website are for illustrative purposes only. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our Website are approximate only.

### **3. HOW WE USE YOUR PERSONAL INFORMATION**

3.1 We will only use your personal information in accordance with our Privacy Policy. Please read our Privacy Policy, as it includes important terms which apply to you.

### **4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

4.1 To make a purchase, browse through our Goods and select those which you wish to purchase by adding them to your shopping basket. Once you have completed your selection(s) click on the 'Checkout' button and our Website will guide you through the steps you need to take to place an order with us. Please read and check your order at each page of the order process. It is your responsibility to ensure that the information you provide to us is correct.

4.2 Please note that the Contract between us will only be formed when we send you an email to confirm that we have accepted your order.

4.4 If we are unable to supply you with the Goods for whatever reason, for example because the Goods are no longer available, we are unexpectedly out of stock or because of an error in the price of the Goods on our Website, we will let you know as soon as possible by email and refund any sums you have paid.

4.5 If you clicked the "Order with payment" button at the checkout, we will save the details of your order and send these details to you by email or text. Unfortunately, we are unable to provide these details of your order beyond this time. If you have created a user account on our Website before submitting your order, the order data will be archived on our Website and can be accessed free of charge via your password-protected user account by entering your login details.

## 5. YOUR RIGHTS OF CANCELLATION, RETURN AND REFUNDS

5.1 You have a legal right to change your mind about a purchase of Goods on our Website and subsequently cancel the Contract during the period set out in the table at clause 5.2 of these terms.

5.2 Your legal right to cancel the Contract starts from the date on which we email you to confirm that we have accepted your order, which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Your Contract is for Goods (which are not delivered in instalments and/or on separate days).	The end of the cancellation period is the end of <b>14 days</b> after the day on which you receive the Goods.  Example: if we provide you with email confirmation that we have accepted your order on 1 January and you receive the Goods on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.
Your Contract is for either of the following: <ul style="list-style-type: none"><li>• Goods which are delivered in instalments on separate days.</li><li>• multiple Goods which are delivered on separate days.</li></ul>	The end of the cancellation period is <b>14 days</b> after the day on which you receive the last instalment of the Goods or the last of the separate Goods ordered.  Example: if we provide you with email confirmation of the acceptance of your order on 1 January and you receive the first instalment of Goods or the first of your separate delivery of Goods on 10 January and the last instalment of Goods or last separate delivery Goods on 15 January you may cancel in respect of all instalments and any or all of the separate delivery of Goods at any time between 1 January and the end of the day on 29 January.

Please note that in order to comply with the cancellation period, you must send your notice to cancel the Contract before the cancellation period has expired.

5.3 To cancel the Contract, you must inform us that you have decided to cancel. You must do this by using one of the following methods:

- by telephone on 01495 713254,
- by email [info@noel-marquet.co.uk](mailto:info@noel-marquet.co.uk);
- or by post to NMC (UK) Limited 5b Tafarnaubach Industrial Estate, Tredegar, Gwent, NP22 3AA

5.4 You may use the sample cancellation form (set out below) to notify us that you wish to cancel the Contract, but this is not mandatory. If you do not use the sample cancellation form, please include in the notice, a clear statement that you wish to cancel your order and details of your order (including the date of order, the date the Goods were received (if applicable), order number, your full name and your address) to help us to identify your order.

5.5 If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or email us before midnight on that day.

<p>SAMPLE CANCELLATION FORM</p> <p>I hereby revoke the Contract concluded by me for the purchase of the following Goods</p> <p>Ordered on: .....</p> <p>Received on: .....</p> <p>Order number: .....</p> <p>Name of consumer: .....</p> <p>Address of consumer:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Signature of consumer (only if notification is made on paper): .....</p> <p>Date: .....</p>
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5.6 If you cancel your Contract we will:

5.6.1 refund you the price you paid for the Goods. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Goods. For example if you have used or damaged the Goods or where the condition of the Goods is not "as new" or the packaging is damaged. In some cases, because of the way you have handled the Goods, no refund (or a reduced refund) may be due. Our Customer Service Team who can be contacted by telephone on: 01495 713254 or via email at: [info@noel-marquet.co.uk](mailto:info@noel-marquet.co.uk) can advise you on whether we're likely to reduce your refund]. 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 will be liable to pay us an appropriate amount.

5.6.2 refund any delivery costs you have paid (if any), although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method).

5.6.3 make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

5.6.3.1 in the event that you have received the Goods from us, the deadline for us making a refund to you will be 14 days after 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.

5.6.3.2 in the event that you have not received the Goods from us, we will refund all payments we have received from you, including delivery costs resulting from your choice of delivery method other than the most expensive standard delivery offered by us) promptly and no later than 14 days from the day on which we received notification of your cancellation of the Contract.

5.7 If you have returned the Goods to us under this clause 5 because they are faulty or mis-described, we will refund the price of the Goods in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the Good(s) to us.

5.8 For refunds, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you.

5.9 If the Goods have been delivered to you before you decide to cancel your Contract:

5.9.1 you must return the Goods to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. The address that you must return the Goods to is:

NMC UK Ltd Unit 4 Tafarnaubach Industrial Estate  
Tredegar  
Gwent  
NP22 3AA

5.9.2 unless the Goods are faulty or not as described, you will be responsible for the cost of returning the Goods to us.

5.10 Because you are a consumer, we are under a legal duty to supply Goods that are in conformity with this Contract. As a consumer, you have legal rights in relation to Goods that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 5 or anything else in these Terms.

## **6. DELIVERY**

6.1 We aim to deliver all Goods in accordance with the delivery times stated on our Website. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 11 for our responsibilities when this happens.

6.2 Delivery of an order shall be completed when we or our courier deliver the Goods to the address you gave us in the order process and the Goods will be your responsibility from that time. Please note that if you choose for the Goods to be delivered to a safe place or to be left with a neighbour (or other third party) you are responsible for such Goods once we or our courier deliver the Goods to that safe place, neighbour or other third party and delivery of the Goods shall be completed when we do so.

6.3 You own the Goods once we have received payment in full, including all applicable delivery charges.

## **7. PRICE OF GOODS AND DELIVERY CHARGES**

7.1 The prices of the Goods will be as quoted on our Website at the time you submit your order. We take all reasonable care to ensure that the prices of Goods are correct. However please see clause 7.8 for what happens if we discover an error in the price of Goods you ordered.

7.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.

7.3 The price of the Goods includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

7.4 The price of a Goods does not include delivery costs. Any additional delivery and/ or shipping costs will be stated separately in the description of the Goods and you will be advised again of any additional delivery and/ or shipping costs during the checkout process, before you confirm your order.

7.5 Goods will be delivered via our shipping service provider as set out on our Website or as we may nominate from time to time.

7.6 Goods will be delivered to the delivery address that you provide to us when you checkout an order for Goods on our Website, unless otherwise agreed between us in writing. It is your responsibility to ensure that the address you provide is correct.

7.7 If delivery of the Goods fails for reasons for which you are responsible, you will bear the reasonable costs incurred by us as a result. This does not apply to the shipping costs if you effectively exercise your right to cancel.

7.8 If we discover an error in the price of the Goods (as set out on our Website) that you have ordered, we will contact you to inform you of this pricing error. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you by email.

## **8. HOW TO PAY**

8.1 The payment options we offer are set out on our Website.

8.2 We may from time to time and at our sole discretion, create and offer promotional codes that may be used towards the purchase of Goods on our Website. Any promotional code that we issue to you shall be subject to the specific terms and conditions stated at the time of issue. One promotional code may be used per order. Promotional codes cannot be combined or used in conjunction with any other offer or discount. Promotional codes are non-transferable, have no cash value, and may be withdrawn or amended by us at any time without notice.

## **9. WARRANTY**

9.1 As a consumer, you have legal rights under the Consumer Rights Act 2015 relating to goods that are faulty or not as described. Nothing in these terms will affect your statutory rights.

9.2 We do not provide any additional warranty or guarantee beyond those statutory rights unless specifically stated in writing by us. For guidance on the proper installation, handling, and use of the Goods, you should refer to the installation manuals and technical brochures provided with the Goods or which are available at <https://noel-marquet.uk/en/documents>. It is your responsibility to follow the instructions in the applicable installation manual. Failure to do so may result in damage to the Goods and/or reduce your ability to rely on certain statutory rights in the event of a fault arising from incorrect use, handling, installation or otherwise.

## **10. OUR LIABILITY TO YOU**

10.1 Nothing in these Terms shall limit or exclude our liability for:

10.1.1 death or personal injury caused by our negligence;

10.1.2 fraud or fraudulent misrepresentation;

10.1.3 any other liability which cannot be lawfully limited or excluded under applicable law.

10.2 We are only responsible for loss or damage you suffer that is a foreseeable result of our failure to comply with the Contract or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Contract.

10.3 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control (as defined in clause 10.4 of these Terms)

10.4 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

10.5 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

10.5.2 we will contact you as soon as reasonably possible; and

10.5.3 our obligations under the applicable Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the

Event Outside Our Control affects our delivery of Goods to you, we will endeavour to arrange a new delivery date with you after the Event Outside Our Control is over.

10.6 If the Event Outside Our Control is likely to be substantial, you may end the Contract affected by contacting us using any of the methods set out in paragraph 5 and receive a refund for any Goods you have paid for, but not received. If you choose to cancel and have received any part of the Goods under the applicable Contract, you will have to return any Goods you have already received and we will refund the price you have paid.

## **11. OUR RIGHT TO VARY THESE TERMS**

11.1 We amend these Terms from time to time including to reflect changes in relevant laws and regulatory requirements.

11.2 Every time you order Goods from us, the Terms in force at the time of your order will apply to the Contract between you and us.

11.4 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Goods or just the Goods you have yet to receive. If you choose to cancel, you will have to return (at our cost) any relevant Goods you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

## **12. OTHER IMPORTANT TERMS**

12.1 We may transfer our rights and obligations under the Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

12.2 You may only transfer your rights or your obligations under these Terms to another person if we agree to this by email.

12.3 This Contract is between you and us. No other person shall have any rights to enforce any of its clauses.

12.4 Each of the clauses in these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.

12.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in an email to you confirming this, and that will not mean that we will automatically waive any later default by you.

12.6 These Terms are governed by English law and the Contract for the purchase of Goods through our Website and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.