

Terms and Conditions – Heated Jackets

General Conditions of Sale for:

WarmandSafe / Skywalker Design Ltd

Who is the contractual partner?

Your contract is with WarmandSafe, part of Skywalker Design Ltd, 36 Ardley Road, Fewcott, Bicester, Oxfordshire, OX27 7PA, United Kingdom. The managing director is Martin Brigden-Gwinnutt. Phone: +44 (0)1869 346860. Email: info@radparamotors.com

Validity for conditions of sale

Delivery and payment terms are based on the general conditions of sale. Differences are accepted only if they are confirmed in writing.

Conclusion of contract

A written acknowledgment is necessary to finalize the contract. It will be replaced by delivery or receipt of invoice.

Prices

The prices listed in the catalog are effective for all orders. All prices include UK VAT (Value Added Tax). No discounts are available. Customers in the UK and other EU-member countries must pay the UK VAT subject to the rate in force at time of invoice. Delivery in non-EU-member countries is at the net price.

Should WarmandSafe / Skywalker Design Ltd inadvertently make an error or omission in the product declaration or price, we reserve the right to correct it. In this case we would immediately inform the customer of the error or omission, and the customer may either re-confirm the order or cancel the contract.

Conditions of delivery and payment

All orders placed will be processed as quickly as possible. The goods will be shipped to the address provided by the customer, who will assume the risk once the goods have left our premises.

Delivery time: Products in stock will be shipped by WarmandSafe / Skywalker Design Ltd within 2 to 5 working days, depending on destination.

The delivery time for products which are not in stock can vary, without penalty, up to 6 weeks from the delivery date written in the contract. WarmandSafe / Skywalker Design Ltd bear no responsibility for delays in delivery caused by a third person (supplier or delivery courier). If the date of delivery, as stipulated in the contract, is exceeded by more than 6 weeks, the buyer has the right to cancel the order. The customer will be informed about delivery delays as soon as possible.

Possession of goods

The goods remain the property of WarmandSafe / Skywalker Design Ltd until they are paid in full.

Right of return and cancellation

You have the right to return the order, stating your reasons, within 14 days from receipt of goods. To safeguard your right to return the order, within the 14-day time period, send us written notification (via letter, or Email). You must wait for WarmandSafe / Skywalker Design Ltd to confirm our acceptance of your cancellation before returning the goods to: WarmandSafe / Skywalker Design Ltd 36 Ardley Road, Fewcott, Bicester, Oxfordshire, OX27 7PA, United Kingdom. WarmandSafe / Skywalker Design Ltd are required to refund the amount paid within 21 days from receiving goods. Shipping costs are your responsibility.

Some are goods are excluded from this right of return and cancellation: Goods that have been manufactured to customer specifications, including (but not restricted to), custom sizes or products clearly made to individual requirements, and goods that because of their qualities can not be returned.

Goods should be returned in good, unused condition, in the original packaging, with the original invoice and other materials (instruction manuals, etc.). When the goods show evidence of use or wear, there will be a reduction in the

Skywalker Design Ltd ◊ RAD Paramotors

36 Ardley Road ◊ Fewcott ◊ Bicester ◊ Oxfordshire ◊ OX27 7PA

Managing Director: Mr M. P. Brigden-Gwinnutt ◊ Company Secretary / Director: Mrs T. M. Brigden-Gwinnutt

VAT REG No: 729 2290 25 ◊ Registered in England and Wales No:3354495

Phone: T: 44 (0) 1869 346860 ◊ M: 44 (0) 7768 012937

E Mail: skywalkerdesign@tiscali.co.uk ◊ radparamotors@tiscali.co.uk

amount repaid to compensate for damage. This can be avoided if the customer unpacks the goods only for inspection and does not use the item before deciding to return it.

After finalization of the sales agreement, should WarmandSafe / Skywalker Design Ltd determine that the ordered goods or services can not be provided or due to legal limitations can not be delivered, WarmandSafe / Skywalker Design Ltd may withdraw from the agreement. Payments already made would be immediately refunded upon cancellation of the agreement.

If you have any further questions please do not hesitate to contact us: WarmandSafe, part of Skywalker Design Ltd, 36 Ardley Road, Fewcott, Bicester, Oxfordshire, OX27 7PA, United Kingdom. The managing director is Martin Brigden-Gwinnutt. Phone: +44 (0)1869 346860. Email: info@radparamotors.com

Guarantee - Complaints

In spite of the best procedures and quality controls, sometimes mistakes are made and you could possibly receive incorrect or damaged product. Please note that as the customer, it is your responsibility and in your best interest to notify us within 2 weeks of any incorrect, defective or damaged goods. Your right to return defective goods and receive a refund or replacement only applies to this period of time.

For prompt processing of a return, we need a copy of invoice as well as a detailed description of the reason for the return. During the warranty period of one year for defects in materials and workmanship, and the lifetime of the garment for manufacturing defects in the wires from receipt of goods, we will either repair, partially or completely replace the item in question. If the replacement or repair is not satisfactory, the customer has the right to make a deduction from the amount of the invoice or cancel the contract.

We are not liable for defects that result from improper handling or operation, above average strains or demands, outside stresses, or locking parts.

Damages in transit

Please immediately check every delivery for completeness and damages. If the external packaging is damaged or resealed with tape by the delivery company, you should complain immediately to the delivery service and confirm this complaint in writing. If you are in doubt, you can refuse to accept the package and contact us. We will arrange the quickest possible resolution, replacement or re-shipment.

Liability

Our liability is limited exclusively to damage caused by deliberate and gross negligence. Any further liability is excluded. The customer does not have the right to make deductions or withhold payment, in cases in which claims are undisputed or legally binding and fairly determined. Should individual provisions of this contract completely or partially not conform to current laws, or if they later become nonconforming, the validity of the contract will not be affected. In this case the parties to the contract are required to replace the unworkable provision with a mutually agreeable settlement, as far as it is legally possible, so that the economic purpose of the contract is not altered for either party. This is also valid if the contract is viewed by one party to hold an unforeseen loophole.

Miscellaneous

The customer does not have the right to make deductions from or withhold payments. Should individual provisions of the contract either completely or partially not conform to legal requirements or later lose their conformity, the validity of the contract will not be affected. In this case both parties to the contract are obligated to find a workable and mutually agreeable substitute for the unworkable provision, and as much as possible, not affect the financial intentions of the contract for either party. This also applies if one party finds previously unforeseen loophole in the contract.

Jurisdiction

UK laws govern the business relationships between WarmandSafe / Skywalker Design Ltd and our customers.

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