

These terms and conditions help to keep this website a safe place to trade and set out the full extent of any agreement reached between you and SuperFlex Ltd in connection with this site. You should understand that by placing an order, you accept agree the following terms and conditions:

- 1.**The owner of this web site is: SuperFlex Ltd
- 2.** You agree that e-mail can be used as a long-distance means of communication.
- 3.** No contract for the sale of any product will subsist between you and SuperFlex Ltd unless and until SuperFlex Ltd accepts your order by way of an e-mail confirming that it has received payment in full for all the goods you have ordered. That acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time SuperFlex Ltd sends the e-mail to you (whether or not you receive that e-mail). This confirmation e-mail amounts to an acceptance by SuperFlex Ltd of your offer to buy goods from SuperFlex Ltd .
- 4.** This confirmatory e-mail will contain all relevant statutory information concerning your contract.
- 5.** The confirmatory e-mail will also contain a link to these terms and conditions, and may be amended in accordance with paragraph 27 below from time to time.
- 6.** You must check that the details on this confirmatory e-mail are correct as soon as possible and you should print out and keep a copy of it.
- 7.** SuperFlex Ltd will not pass on your personal or credit or debit card details to any third party.
- 8.** You undertake that all details you provide to SuperFlex Ltd for the purpose of ordering or purchasing goods or services are correct, that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the goods or services ordered.
- 9.** If there are any changes to the details supplied by you it is your responsibility to inform SuperFlex Ltd as soon as possible.
- 10.** Your statutory rights are not affected (in particular see below as to your rights to withdraw from the contract) but otherwise all purchases are subject our refund and exchange policy (see below)
- 11.** You may cancel your order at any time prior to your order being processed by emailing [christine@chriswitor.com](mailto:christine@chriswitor.com)
- 12.** Once we receive notification from you that you wish to withdraw from the contract (in accordance with these terms) any sum debited to SuperFlex Ltd from your credit card in relation to your order will be re-credited to that credit card account (please allow 14 days) and in any event within 30 days of your order provided that the goods you wish to return are received by SuperFlex Ltd in the condition that they were in when delivered to you.
- 13.** This Liability section applies only to the extent permitted by law. For the avoidance of doubt, SuperFlex Ltd do not exclude or limit any liability for (a) personal injury (including sickness and death) where such injury results from SuperFlex Ltd negligence or willful default, or that of SuperFlex Ltd employees, agents or subcontractors or (b) fraudulent misrepresentation.
- 14.** SuperFlex Ltd does not accept liability (except as set out below) for any errors and omissions and reserve the right to change information, specifications and descriptions of listed goods, products and services. SuperFlex will not be held responsible for any missing items that have been requested 'leave in shed, leave in recycling bin etc.'
- 15.** SuperFlex Ltd will do its best to correct errors and omissions as quickly as practicable after being notified of them.
- 16.** TO THE FULLEST EXTENT PERMITTED BY LAW, SuperFlex Ltd IS PROVIDING THIS WEB SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIS WEB SITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED IN THIS SITE INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SuperFlex Ltd DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS WEB SITE IS ACCURATE, COMPLETE OR CURRENT.

**17.** In the unlikely event that you receive goods which were not what you ordered or which are damaged or defective, or are of a different quantity to that stated on your order form, SuperFlex Ltd shall, at its own option, make good any shortage or non-delivery, replace or repair any damaged or defective goods, or refund to you the amount you paid for the goods in question PROVIDED THAT you notify SuperFlex Ltd of the problem in writing at the address stated in the confirmation e-mail within 10 working days of delivery of the goods. NOTHING IN THIS CLAUSE AFFECTS YOUR STATUTORY RIGHTS.

**18.** SuperFlex Ltd do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the SuperFlex Ltd website or for any products or services purchased from it.

**29.** SuperFlex Ltd will only be liable for direct loss up to a maximum total of the price of the product or service purchased in respect of any claim.

**20.** Credit and Debit cards are debited before items are shipped by SuperFlex Ltd . All prices exclude sales taxes unless otherwise stated, and a charge for shipping will be added where applicable.

**21.** Every purchase you make shall be deemed performed in the UK. UK law shall govern every aspect of contractual agreement concerning purchases made from this web site.

**22.** SuperFlex Ltd aim to arrange shipment of all in stock items within 24 hours of receiving your order. Your order may be delayed if the item is not in stock with our suppliers. Please refer to the out of stock listing on our website. For mission critical items or where delivery is required by a specific date you are advised to contact SuperFlex Ltd before placing your order.

**23.** The period stated within which you will receive your order is approximate. Goods will be sent to the address given by you in your order and stated in the Order Confirmation. Please note that your goods may be sent to you in instalments.

**24.** Title to any product ordered will pass to you once SuperFlex Ltd has received payment in full for that product.

**25.** If your delivery address is outside of UK, SuperFlex Ltd will ship your order according to our European shipping schedule.

**26.** It is a crime to use a false name or a known invalid credit card to order. Anyone caught wilfully entering an erroneous or fictitious order will be prosecuted to the fullest extent of the law. SuperFlex Ltd tracks the electronic 'fingerprints' of every order placed on SuperFlex Ltd to enable us and all legitimate crime prevention and prosecution authorities to trace individual users engaging in criminal activities on our website.

**27.** SuperFlex Ltd may amend these terms and conditions from time to time, and place the new version on the website. When SuperFlex Ltd do so, SuperFlex Ltd will mention the fact on the home page. All purchases from the date that the amended terms are placed on our website onwards will be governed by those new terms.

**28.** These terms and conditions shall apply when SuperFlex Ltd accepts your order by e-mail confirming that it has received payment in full for all the goods you have ordered. They shall supersede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) relating to your purchase, whether oral or in writing, and contain the entire agreement between SuperFlex Ltd and you relating to your purchase. SuperFlex Ltd advises that you print off and keep safe a copy of these terms and conditions once your order has been accepted by SuperFlex Ltd .

**29.** You are advised to read (and are responsible for reading) all information on this website fully.

**30.** If any of these terms are held to be invalid or unenforceable, those terms will be struck out and the other terms remain.

**31.** These terms and conditions are subject to the laws and exclusive jurisdiction of the United Kingdom