

TERMS AND CONDITIONS OF SALE



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GENERAL TERMS AND CONDITIONS

Please read these terms and conditions carefully before using this website. R-Tech Welding Equipment Ltd reserves the right, at its sole discretion, to change, modify or remove part of this legal notice at any time. Please check this page periodically for changes.

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1. Website Usage

Welcome to R-Tech Welding Equipment Ltd. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern R-Tech Welding Equipment Ltd's relationship with you in relation to this website.

The term "R-Tech Welding Equipment Ltd" or "us" or "we" refers to the owner of the website whose registered office is Unit G1 & G2 Innsworth Technology Park, Innsworth Lane, Gloucestershire. GL3 1DL. Our company registration number is 6310207 (Registered in England). The term "you" refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trade marks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this website from another website or document without R-Tech Welding Equipment Ltd's prior written consent.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

2. Website Disclaimer

The information contained in this website is for general information purposes only. The information is provided by R-Tech Welding Equipment Ltd and whilst we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of R-Tech Welding Equipment Ltd. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, R-Tech Welding Equipment Ltd takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

3. Privacy Policy

This privacy policy sets out how R-Tech Welding Equipment Ltd uses and protects any information that you give R-Tech Welding Equipment Ltd when you use this website.

R-Tech Welding Equipment Ltd is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

R-Tech Welding Equipment Ltd may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from January 9th 2009.

What we collect:

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode
- other information relevant to customer surveys and/or offers
- information on how you found out about R-Tech Welding Equipment Ltd

What we do with the information we gather:

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.

Security:

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies:

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

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We use traffic log cookies to identify which pages are being used. This helps us analyze data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites:

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information:

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to Unit G1 & G2 Innsworth Technology Park, Innsworth Lane, Gloucestershire. GL3 1DL.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

4. Terms and Conditions of Sale

1. DEFINITIONS

"Goods" means any goods and/or services provided by the Company as ordered by the Client

"Company" means R-Tech Welding Equipment Ltd.

"Client" means the person, firm or company placing an order/paying for goods/services with the Company

2. APPLICATION

These terms and conditions apply to any provision of services or goods by the Company to the Client.

3. FORMATION OF CONTRACT

All Goods sold by the Company are sold subject to the Company's standard terms and conditions (as detailed below) which form part of the Client's contract with the Company. Terms and conditions on the Client's order form or other similar document shall not be binding on the Company.

4. QUOTATIONS

The prices, quantities and delivery time stated in any quotation are not binding on the Company. They are commercial estimates only which the Company will make reasonable efforts to achieve.

5. TIMETABLE

The Company will use its best endeavours to supply goods and services to the client within any quoted time but time will not be of the essence of the contract.

The risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods.

7. CANCELLATION

Under Distance Selling Regulations the Client has the right to cancel a contract with the Company at any time during the "cancellation period" by notifying this intention to the Company in writing. The first day of the cancellation period is deemed to be the date from which delivery of goods is received.

8. DELIVERY

8.1 Delivery by the Company will be deemed to have taken place when the goods are handed to the custody of the Client at his premises or to a deputed messenger or courier when posted. The Company will be entitled to charge the Client for any expenses of delivery other than normal shipping charges.

8.2 If additional attempts on delivery need to be made by the Company, for any reason whatsoever, the Company shall charge the Client accordingly to supply this additional service.

8.3 Delivery charges for products requiring return will be paid for by the Client in full and shall not be charged back to the Company.

8.4 The Company shall request that any item or items returned shall be received in the same condition as was sent, to include the same amount of packaging and documentation. Liability for damage of returned goods in transit shall be that of Client. The Company reserves the right to make a reasonable charge to the Client in respect of damage to returned Goods, whether by the Client, one of its agents or a third party, upon inspection, and subsequent notification to the Client.

9. NOTICE

All written notices to be served on or given to the client shall be sent or delivered to the client's principle place of business and shall be treated as having been given upon receipt.

10. LOSS OR DAMAGE TO SUPPLIES

The Company will take all reasonable steps to ensure the protection from loss, damage or destruction of the goods or materials it supplies to the Client (or which may be received from the Client).

11. CONFIDENTIALITY

Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the others business which comes into that party's possession and shall not use such information and material. This provision shall not, however, apply to information or material which is or becomes public knowledge other than by breach by a party of this clause.

12. EMPLOYMENT OF PERSONNEL

Subject to the prior written consent of the Company the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with delivery of the Goods.

13. LIMITATION OF LIABILITY

13.1 The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods.

13.2 Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.

13.3 The Client shall fully indemnify the Company against any liability to third parties arising out of the Client's use of the Goods.

14. FORCE MAJEURE

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company or its sub-contractors being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

15. GOVERNING LAW

These Terms of Trading shall be subject to and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts

5. Internet Copyright

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- you may download documents from the website that are available for download in the public domain

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

6. Data Protection

R-Tech Welding Equipment Ltd and/or its related, affiliated and subsidiary companies are committed to respecting the privacy of your personal information and, considering current technology, has taken all reasonable measures to do so. R-Tech Welding Equipment Ltd and/or its related, affiliated and subsidiary companies are not obligated to monitor any transmission made through the respective web pages and newsgroups. However, R-Tech Welding Equipment Ltd and/or its related, affiliated and subsidiary companies have the right, but not the obligation, to monitor any transmission made to and for this website. R-Tech Welding Equipment Ltd and/or its related, affiliated and subsidiary companies may reproduce, use, distribute or disclose information transmitted to this site or collected through the use of this website. You acknowledge that such information shall be deemed to be non-confidential and that your communication may be read or intercepted by others. You acknowledge that no obligation of any kind shall be attached to such information and that by transmitting information, no confidential, contractually implied or other relationship is created between you and R-Tech Welding Equipment Ltd and/or its related, affiliated and subsidiary companies.

This Agreement shall be treated as though it were executed and performed in England and Wales as governed by and construed in accordance with the laws of England and Wales.

The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. All legal proceedings arising out of, or in connection with this agreement shall be brought solely in Gloucestershire, United Kingdom.

User expressly submits to the jurisdiction of said courts, and user consents to extra-territorial service of process. This Web site (excluding linked sites) is controlled by R-Tech Welding Equipment Ltd from its registered office at Unit G1 & G2 Innsworth Technology Park, Innsworth Lane, Gloucestershire. GL3 1DL.