

MOBICART TERMS OF SALE

1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.5 "Seller" means [www,mobi-cart.com](http://www.mobi-cart.com);
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 ORDERING

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund.

4 PRICE AND PAYMENT

- 4.1 The Price of the Goods shall be that stipulated on the Seller's Website. The Price is exclusive of VAT. The Price includes delivery charges.
- 4.2 The total purchase price, including VAT and delivery charges will be displayed in the Buyer's shopping cart prior to confirming the order.
- 4.3 After the order is received the Seller shall confirm by email the details, description and price for the Goods. If these differ from the details, description and/or price shown on the Website the Buyer shall be entitled to cancel the order.
- 4.4 Payment of the Price plus VAT and delivery charges must be made in full before dispatch of the Goods.
- 4.5 In the case of other sales, payment of the Price plus VAT and delivery charges shall be due within 5 days of the date of receipt of the invoice supplied by the Seller.
- 4.6 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of interest above the base rate of Barclays from time to time in force.

5 RIGHTS OF SELLER

- 5.1 The Seller reserves the right to adjust the price and specification of any item on the Website at its discretion.
- 5.2 The Seller reserves the right to withdraw any goods from the Website at any time.
- 5.3 The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

6 AGE OF CONSENT

- 6.1 Where Goods may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods.
- 6.2 If the Seller discovers that the Buyer is not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice.

7 WARRANTY

The Seller warrants that the Goods will at the time of dispatch correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for

purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

8 DELIVERY

- 8.1 Goods supplied within the UK will normally be delivered within 1 working day of receipt of order.
- 8.2 Goods supplied outside the UK will normally be delivered within 1 working day of receipt of order.
- 8.3 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.
- 8.4 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.
- 8.5 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 8.6 Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.

9 CANCELLATION AND RETURNS

- 9.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within 7 days of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.
- 9.2 Where a claim of defect or damage is made the Goods shall be returned by the Buyer to the Seller. The Buyer shall be entitled to a full refund (including delivery costs) plus any return postal charges if the Goods are in fact defective.
- 9.3 If you are a consumer you have the right, in addition to your other rights, to cancel the Contract and receive a refund by informing us in writing or by email within 7 working days of receipt of the Goods. Goods must be returned at your cost and should be adequately insured during the return journey. You will receive a refund of all monies paid for the Goods (including delivery charges) except for return postal charges within 14 days of cancellation.
- 9.4 Goods to be returned must clearly show the order number obtained from the Seller on the package.

- 9.5 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

10 LIMITATION OF LIABILITY

- 10.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.
- 10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

11 WAIVER

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

12 FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

13 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

14 CHANGES TO TERMS AND CONDITIONS

The Seller shall be entitled to change these Terms and Conditions at any time.

15 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.