General

These online Terms and Conditions of Sale (Online Terms) include our <u>Saint-Gobain</u> <u>Building Distribution Limited Terms and Conditions of Sale</u> (Conditions of Sale). If our Conditions of Sale contradict these Online Terms in any way, then these Online Terms will take precedence. These Online Terms will apply to any contract (Contract) between you and Jewson (a trading name of Saint-Gobain Building Distribution Limited and otherwise referred to as 'we', 'us' or 'our') for the sale of goods (Goods) to you which you have ordered through this website. Services (estimating service, estimating software, Air testing, SAP, Water or Acoustic services) All orders placed by you are subject to acceptance by us. Orders will be accepted via email or upon delivery of the services and/or goods. We may choose not to accept your order for any reason and will not be liable to you or to anyone else in those circumstances. On any such occasion we will email you to make you aware as soon as it is possible to do so. No Contract between us will come into effect until we have accepted your order.

These Online Terms together with our Conditions of Sale tell you who we are, how we will provide Goods/services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. Please read these Online Terms and our Conditions of Sale carefully and make sure that you understand them, before ordering any Goods from this website.

You should print a copy of these Online Terms and the Conditions of Sale for your future reference. Please note that our <u>Terms of Use</u>, <u>Acceptable Use Policy</u>, <u>Cookies Policy</u> also apply to your access and use of our website, and our <u>Privacy Statement</u> applies to our use of your personal information. We recommend that you read these carefully.

1.Goods/Service description and price

The description and price of the Goods and/or services you order will be provided to you prior to your order being placed. We reserve the right to vary the price of the Goods at any time before the Contract becomes binding on us. Whilst we try to ensure that all descriptions and prices are accurate and are kept up to date, errors may occur. If we discover an error in the price or description of the Goods/Services you have ordered, we will let you know as soon as reasonably possible. We will then offer you the option of reconfirming your order or cancelling it in exchange for a full refund.

The price of the Goods/services and delivery charges are inclusive of VAT unless VAT is shown on the web page as a separate element. There may be an option to switch between seeing VAT inclusive and VAT exclusive prices on the website.

2.Placing your order

You must accept these Online Terms in full before your order can be placed. You must be aged 18 or over to place an order with us. You will have an opportunity to check and correct any input errors in your order up until the point at which you confirm your order. Please take the time to read and check your order carefully at each stage of the process. Please make sure

that you provide your correct phone number and email address when you place your order. This is essential to enable us to contact you with any questions or to update on any changes in circumstances.

When you place your order, this represents an offer from you to purchase Goods/services from us. We'll send you an email to confirm that we've received your order. This does not mean that we have accepted your order (see below).

3. How to pay

Unless you have a credit account with us you can only pay for Goods/services ordered by a debit or credit card. We accept Visa and Mastercard credit cards, and Maestro, debit cards. We'll take payment for your order, including delivery charges, from your debit or credit card at the time you place your order unless you hold an account with us or other credit terms which have been previously agreed in writing. However, this doesn't mean that your order has been accepted and if we reject your order for any reason (see below), or we can't supply the Goods/services you've ordered, we'll credit your payment card with a full refund or credit your account with us (as applicable).

4.Order Acceptance

Your order will be accepted when we either email you to accept your order or we deliver the Goods/services to you. The Contract between us is formed at the time we accept your order or we deliver your Goods to you. If your order is dispatched in more than one delivery, each dispatch will form a separate Contract covering the Goods/services delivered under that dispatch. Without affecting your cancellation rights (see below), you can cancel your order for Goods at no cost, at any time before we dispatch the Goods or any time before the confirmed availability for collection time for click and collect orders.

We may reject an order at any time before we have accepted your order. All orders are subject to our terms and we will try to tell you as soon as possible if we can't supply one or more of the Goods/services that you've ordered. If you've already paid for the unavailable Goods/services, we'll give you a refund for their purchase price by crediting either your payment card or your account with us (as applicable).

We reserve the right to refuse/decline your order or renewal of services.

5.Delivery

We will deliver the Goods/services to you at the address/email address you have given in the. Delivery dates are given in good faith, but are estimates only. A member of staff will be in contact before this date. On occasion we may have to change or cancel delivery dates or times at short notice.

We'll always try our best to meet the estimated delivery timescales we give you. However, we won't be held responsible for any failure to deliver your order within the stated

timescales, provided we deliver the Goods/services within a reasonable period. If we can't deliver your order within this timescale, we'll let you know and give you the opportunity to either wait for the Goods/services or cancel your order. If you choose to cancel, we'll give you a full refund including any delivery charges that apply.

We shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt of any liability to any third party such as fitters or tradesmen) resulting from any delay in delivery of the Goods, or failure to deliver the Goods/services in a reasonable time whether such delay or failure is caused by us or otherwise howsoever.

We'll always try to make one single delivery where possible, to minimise inconvenience. However, this may not always be possible. Where your order contains a mix of Goods with different delivery lead times, the longest lead time will always apply to the entire order.

All deliveries must be received and signed for by a person aged 18 or over. If no one is available to take the delivery, we'll call you to arrange a suitable date and time for redelivery. We may need to make an additional handling charge for this. If no one is available to receive the redelivery, we may cancel your order and refund your payment, minus any delivery and handling charges.

6. Your rights

If Goods are faulty or delivered damaged, your rights are set out in the Conditions of Sale. If you're ordering Goods from us as a consumer rather than in the course of your business, you may have additional legal rights and nothing in these Terms or Conditions of Sale will affect these rights.

7. Please contact us if there's an issue

If there are any issues with the Goods you've ordered, please contact us straight away so we can help, **contact details** are available on the website. Please have your order number to hand as well as details of the affected Goods/services. If we offer you a refund, this will be credited to either the card used to purchase the affected Goods/services or to your account with us (as applicable).

8. Your cancellation rights of the Contract and return of the Goods

If you have ordered Good/services on our website or over the phone, your right to cancel the contract starts from the date your order has been accepted, when we either email you to accept your order or we deliver the Goods/services to you or when you collect the Goods/services, which is the date the contract between us is formed. During this period, you may cancel your order and receive a full refund provided the Goods are returned to us in accordance with the requirements in this cancellation clause below. Without affecting your cancellation rights, you can cancel your order for Goods/services before we have started

works or dispatched the goods/services at no cost.

Full refunds will only be issued when we have received the Goods back in a resalable condition. This means they should be in their original packaging, unused, and undamaged and with a copy of the invoice included. You must take reasonable care to ensure the Goods are not damaged in the meantime or in transit. If the Goods are damaged (or have been modified) by you or are damaged in transit in a way that you could have foreseen (such as not being sent back in the same or similar packaging as sent to you) we withhold the right to refuse any returns (or partial returns) that do not meet a good and sellable condition as described in this clause.

If you do not return the Goods as required under this clause, we may charge you a sum not exceeding our reasonable direct costs of recovering the goods and/or replacing any goods that are damaged. If the Goods are faulty we will refund the cost of standard delivery only, or use our own collection service to collect the items.

Once you have notified us that you are cancelling the contract and returned Goods/services in accordance with the above, we will refund or credit your account as soon as possible and no later than 14 days after receiving them back. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

10.Other important terms

We reserve the right to refuse/decline your order or renewal of services.

If any part of these Online Terms is found to be invalid or unenforceable then, to the extent that it is invalid or unenforceable, the part in question will be treated as if it has been removed from these Online Terms. If this happens, the remaining parts of these Online Terms will continue in full force and effect. We reserve the right to make changes to these Online Terms in the future without giving notice. Any changes will be posted to this website and will take effect immediately. These Online Terms and any Contracts shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.