



# Terms & Conditions of Sale

We do business only under these Conditions and by placing orders with Duomo (UK) Limited, you are agreeing to these Terms & Conditions (unless otherwise agreed by Duomo in writing).

Goods are subject to availability and may vary from those described.

You must decide before ordering if the goods are suitable for your needs.

Please note we are not obliged to accept your order or offer you credit terms.

## **Delivery and Carriage**

We charge for all deliveries. We operate a standard next day delivery service for in stock items to mainland UK. Please contact Customer Services for prices and delivery times for Highlands and Channel Islands and for all other destinations ([LINK TO CONTACT EMAIL](#)). Please notify us in advance if you have any special delivery requirements. If the product which you order is not in stock we will email an Order Confirmation which will indicate the anticipated despatch date.

Please note:

- Although we endeavour to deliver your order within the above mentioned times, deliveries may be subject to third party delays.
- We are unable to redirect orders once items have been dispatched.

If the goods do not arrive or are incomplete, the wrong goods or are damaged when you open them, you must tell our Customer Services Department within 5 days of receipt or expected delivery – tel: 01905 797989 ([LINK to email](#)) and provide photographs of the damaged goods or packaging upon request.

Goods which are lost or damaged in transit must be made aware to us within 24 hours of delivery or expected delivery by email or telephone. Goods that are deemed to be short in packages must be made aware to us within 24 hours of delivery by email or telephone. In the case of non-delivery, please allow 3 days just in case the delivery has been delayed, otherwise we advise you to call our offices for assistance. Damaged goods and packaging must be retained for inspection.

## **Prices and Payment**

Our Trade Prices do not include VAT and delivery. The price of the goods may be changed at any time due to events beyond our control. Please confirm the price before you order.

Payment for goods must be made prior to despatch either by credit card or pro-forma invoice.

We accept payment by bank transfer, credit or debit card. Credit card and debit card payments are taken at the point of customer order not on dispatch of goods.

Customers may be able to apply for a credit account. Goods bought on credit must be paid for by 30 days from our invoice date. We may carry out credit status enquiry checks on the customer. We may share customer credit history information with relevant credit agencies. ([LINK TO ACCOUNT APPLICATION](#)). The first order will be on a pro-forma basis and will need to be paid for prior to despatch.

We remain the owners of the goods your purchase until you have paid for all of them in full. We can retrieve and resell them if they are not paid for. This applies to all goods we supply to you and to any money owing in respect of any transaction with you.

Under the Late Payment of Commercial Debts Regulations 2002, we can exercise our statutory right to charge interest and an administration charge on all invoices overdue.

### **Orders**

Orders received whether by telephone, fax or email, should be despatched within 48 hours. Any orders likely to take longer will be acknowledged by email confirming an expected despatch date. It is customers own responsibility to check the product and prices contained in the acknowledgement and submit any queries prior to despatch. If the goods are not received within 72 hours, and no acknowledgement is received, it is up to the customer to contact the company to check on whether the order has been received or expected delivery.

### **Quotations**

Quotations, unless previously withdrawn, are conditional upon acceptance in writing within thirty days of the date quoted or such longer period as may be agreed in writing. Any alteration by the purchaser shall be the subject of a separate quotation.

### **Order Cancellation**

Should you wish to cancel an order, please contact us as soon as possible by telephone (01905 797989).

We are unable to cancel orders once they have been dispatched and you will be liable for shipping and handling charges and any other expenses incurred in handling the order. Returned products must be returned in accordance with our returns policy.

### **Enquiries**

You may contact us directly via our website (contact us), by emailing [sales@duomo.co.uk](mailto:sales@duomo.co.uk) or calling our Customer Service Department on 01905 797989. All emails will be replied to within 2 working days. We welcome any enquiry.

### **Returns and Refund Policy**

If you change your mind we may take goods back at our discretion if they are returned in a suitable condition. A 15% restocking charge will apply.

- Refunds are only processed on receipt of the returned items and subject to the condition they are returned in
- We do not refund or cover shipping charges (unless a successful claim within Warranty)
- The original cost of the products (minus a 15% restocking charge) will be refunded to you within 14 days of return of goods

Please follow the following procedure:

1. Download and complete our RETURNS FORM ([link](#)) from our website [www.duomo.co.uk](http://www.duomo.co.uk).
2. Return the product in its original condition with the returns form.
3. Product must be returned in its original packaging and are inspected on return. We reserve the right to refuse return if products are damaged or excessively worn.

4. Products must be returned to:

Duomo (UK) Limited, 5 The Furlong, Berry Hill Industrial Estate, Droitwich, Worcs. WR9 9AH

It is your responsibility to provide proof of return. We do not accept liability for lost, damaged or undelivered items. We therefore recommend returning the goods through traceable means.

5. Where goods are purchased by credit or debit card, refunds will only be made to the original card account used for the transaction.

### **Defective Product**

We pride ourselves in the quality of our products and henceforth we provide the purchaser with a warranty against Manufacturer Defect – the length of which depends of the product purchased. If the product proves to be defective within that period, return the product to Duomo (UK) Limited using the RETURNS FORM with the proof of purchase. Please see our [Warranty Policy](#) for further information.

We do reserve the right to refuse replacement if it has been excessively worn, misused, incorrectly installed or vandalised.

Claims

### **Complaints**

If we receive a complaint about any part of our service, by phone, fax, e-mail or letter, then it will be dealt with promptly (we will reply within 2 working days). It will then be dealt with confidentially, and effectively.

Company Registration Information and for correspondence:

Registered Office Address:

Duomo (UK) Limited, 5 The Furlong, Berry Hill Industrial Estate, Droitwich, Worcs. WR9 9AH

### **Disclaimer**

We have made every effort to ensure that the information on our website is accurate and all information is updated regularly. We take great care to ensure website accuracy but services and facilities may change or be withdrawn and information may change. We regularly update information to display up to date text but please note that changes might occur without notification.

### **Penalty Clause**

Penalty clauses on customer's orders or contracts cannot be accepted unless a specific undertaking in writing is secured from us covering each order or contract. Such an undertaking will not be regarded as valid unless signed by a Director of Duomo (UK) Limited.

### **Jurisdiction**

All agreements will be made in the United Kingdom and are governed by UK law and are subject to the exclusive jurisdiction of the UK Courts. These terms and conditions of use are governed by and construed in accordance with UK Law.

### **Data-protection**

We will retain details provided to us by you in order to enable your purchase requests and information to be processed efficiently, to keep you informed of any relevant information relating to

your purchase and to analyse and understand better our customers' requirements. We do not collect any Credit or Debit card information from our site. Purely we are interested in providing our customers with the best service and the best product in the world; we constantly monitor our stock levels and demographics to provide you with the best technology and service we can.

### **Privacy Policy (The information we collect and how we use it)**

Duomo (UK) Limited is committed to protecting your privacy and this Privacy Policy sets out what information we collect, how we collect it, and what we do with it.

#### **Information about You (Your Information)**

This refers to information such as your name, contact details, and the product you purchased, ("Your Information"). Your Information is collected when you request information from us, contact us (and vice versa) or make a purchase with us.

We will update Your Information whenever we get the opportunity to keep it current, accurate and complete. Please see our [Privacy Policy](#) for further information which can be found on our website.

#### **Direct Marketing Material**

We may choose to contact you with offers of goods and services, forthcoming events or competitions considered to be of interest to you. If you change your mind, you should inform us in writing, or alternatively "Contact us" via our website. Once we have been properly notified by you, we will take steps to cease contact.

#### **Your Rights**

Full statutory rights in the UK are unaffected by our policies.

#### **Relevant or Related Legislation:**

- Sale of Goods Act 1979.
- Supply of Goods and Services Act 1982.
- Sale and Supply of Goods Act 1994.
- The Sale and Supply of Goods to Consumers Regulations 2002.

#### **Customer Information**

We collect information relating to customer trends and patterns. No personally identifying information is disclosed.

#### **Monitoring**

To ensure that we carry out your instructions accurately, to help improve our service and in the interest of security, we may monitor and/or record: (1) your telephone calls; (2) customer transactions and activities on our website. All recordings are and shall remain our sole property.

#### **Security Statement**

We have taken all reasonable steps to have in place appropriate security measures to protect Your Information. Duomo (UK) Limited does not hold your credit card information on our site.

## **Changes to this Policy**

Any changes to this Policy will be either be posted on our website, made available on request or supplied with your next purchase with us. We will strive to ensure our practices comply with the most current available version of this Policy. We aim to update the Website regularly, and may change the content at any time. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

## **Our Liability**

We and third parties connected to us hereby expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by the performance of our products or by the acceptance of our advice or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation, or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

Duomo (UK) Limited cannot guarantee that availability of any services or linked services will be uninterrupted, error-free or that any service or the server hosting any service is free from viruses or other forms of harmful computer code. For any clarification on the terms and conditions listed above please call us on +44 (0) 1904 797989 or contact us via the form on our contact page. ([Link](#))