

## DIPERK POWER SOLUTIONS - TERMS AND CONDITIONS OF SALE FOR PERKINS.DIPERK.COM

### 1 INTRODUCTION

- 1.1 These terms and conditions together with the other documents incorporated below are the basis on which Diperk Power Solutions, a trading division of Finning (UK) Ltd ("Diperk") agrees to supply You with Goods from this Website. Please read these terms carefully before placing orders online with Us. You will need to accept these terms and conditions before We will accept Your Order. **PLEASE NOTE – whilst this Website is hosted by Perkins Inc, Your dealings will be with Diperk exclusively in relation to the purchase of Goods. Any purchases of Goods which You make will be from Diperk and your rights and obligations under these Terms and Conditions of Sale shall be with regard to Diperk.**
- 1.2 We recommend that You print off and retain a copy of these terms and conditions for Your records. A copy of these terms and conditions which apply to Your purchase of the Goods are available for You to read on this Website.
- 1.3 These terms and conditions comprise of 4 parts and only some parts will be relevant to You. The 4 parts of these terms and conditions are as follows:
- (a) Part 1 will always apply when You wish to purchase Goods on this Website.
  - (b) Part 2 will apply where You are a Business Customer.
  - (c) Part 3 will apply where You are a Consumer.
  - (d) Part 4 will always apply to Business Customer Accounts on this Website.
- 1.4 If You have a query about these terms and conditions or do not accept them, please contact Us:
- (a) Telephone: 0330 123 9211. You will be charged at the local rate for calling Us on this number.
  - (b) Email: [parts@diperk.co.uk](mailto:parts@diperk.co.uk)
  - (c) Postal address: Diperk Power Solutions, Kingsbridge Centre, Sturrock Way, Bretton, Peterborough PE3 8TZ
- 1.5 This Website is primarily designed for use by Business Customers in the UK who require parts and consumables for their Perkins manufactured equipment. As such We expect You to have the necessary technical knowledge and competence to determine the Goods which You require. We cannot be held liable for the consequences of the selection, or subsequent fitting or use, of incorrect Goods. If you are a Consumer, You are responsible for ensuring that the Goods You order are right for your requirements, subject to Your right to cancel (see paragraph 3 of Part 3 below).

## 2 DEFINITIONS AND INTERPRETATION

- 2.1 To make these terms and conditions easy to read We have defined some of the words. If a word begins with a capital letter then this means that the word has been defined. A list of the defined words is set out below.

<b>Acknowledgement of Order Placement</b>	an e-mail communication from Diperk to You acknowledging receipt of an Order. This does not constitute acceptance by Diperk of the Order;
<b>Business Customer</b>	an individual acting in a commercial capacity or the company or trading entity on behalf of which an individual accepts these terms and conditions;
<b>Business Customer Account</b>	in respect of Business Customers, the account You register for on this Website to enable You to purchase Goods from this Website;
<b>Company Account</b>	a credit account between Your company or trading entity on behalf of which You are acting and Diperk for the provision of products and services (either online or offline);
<b>Confirmation of Order</b>	the email communication provided by Diperk to you confirming acceptance of your Order and that the Goods have been despatched;
<b>Consumer</b>	an individual who uses this Website wholly or mainly for their personal use (not for use in connection with their trade, business, craft or profession);
<b>Goods</b>	the goods listed for sale on our Website;
<b>HMRC</b>	Her Majesty's Revenue and Customs Service;
<b>NDC</b>	Diperk's national parts distribution centre located at Kingswood Lakeside Business Park 127, Hickling Road, Cannock WS11 8JH;
<b>Order</b>	an order placed online by You requesting to purchase Goods from Diperk and " <b>Ordering</b> " shall be construed accordingly;
<b>We, Us, Our and Diperk</b>	Diperk Power Solutions, a trading division of Finning (UK) Ltd, a company which is registered in England (company number 00367090) and whose registered office is at Watling Street, Bridgtown, Cannock, Staffordshire, WS11 8LL. Our VAT number is 100516042;
<b>Website</b>	<a href="http://www.perkins.diperk.com">www.perkins.diperk.com</a> ;

**Working Day** any day which is not a Saturday, a Sunday or a bank or public holiday in the United Kingdom; and

**You, Your** (as appropriate) a Consumer or Business Customer who accepts these terms and conditions.

## **PART 1: PURCHASE OF GOODS**

### **1 PLACING AN ORDER**

- 1.1 This paragraph sets out how a legally binding contract will be formed between You and Us.
- 1.2 To purchase Goods on this Website, You will need to fill in and submit the online Order specifying the Goods which You require and make payment for those Goods by clicking on the “place order” button.
- 1.3 If you are a Business Customer, where You are new to this Website and do not have an Business Customer Account, You will have the option to register for a Business Customer Account as part of the Order process (the Website prompts You to do so) and the provisions of Part 4 of these terms and conditions shall apply.
- 1.4 Where You are an existing Business Customer and already have a Business Customer Account, then You will need to login into Your Business Customer Account in order to complete the Order.
- 1.5 You should check the Order carefully before submitting it. In particular, You must ensure that You have filled in Your personal details on the Order correctly (especially Your email address and the delivery address and the Goods which You require) otherwise We will not be able to confirm Your Order or send the correct Goods to You. If You need to correct any errors, You can do so before submitting the Order to Us.
- 1.6 All Orders placed are subject to acceptance by Diperk. After you place an Order We will send you an Acknowledgement of Order Placement to let you know that we have safely received it. A sale contract will not be formed between You and Diperk until We issue You with a Confirmation of Order via email. We have the right to decline an Order for any reason, including legal and regulatory reasons.
- 1.7 We will inform you by e-mail or telephone if Your Order has not been accepted and, subject to Your agreement, We will only proceed with those elements of the Order which We can fulfil. Our usual reasons for declining an Order are as follows:
  - (a) the Goods are unavailable;
  - (b) We cannot authorise Your payment;
  - (c) You are not allowed to buy the Goods from Us;
  - (d) We are not allowed to sell the Goods to You; or

(e) there has been a mistake on the pricing or description of the Goods.

- 1.8 Please note that You do have the right to cancel/terminate an Order and We have set out how You can do that in paragraph 6 of Part 2 if You are a Business Customer and paragraph 3 of Part 3 if You are a Consumer.

## **2 MAKING CHANGES AFTER PLACING AN ORDER**

- 2.1 If You wish to make changes to an Order after placing an Order, please contact Us using the contact details set out in paragraph 1.4 of the introduction above. We will let You know if the change is possible. If it is possible, then We will let You know about any changes to the price of the Goods, the timing of the supply of the Goods or anything else which would be necessary as a result of Your requested change and ask You to confirm whether You wish to go ahead with the change.
- 2.2 If You do not wish to go ahead with the change or if You do accept the change being made by Us, then You do have the right to cancel/terminate an Order. We have set out how You can do that in paragraph 6 of Part 2 if You are a Business Customer and paragraph 3 of Part 3 if You are a Consumer.

## **3 GOODS**

- 3.1 All Goods are sold subject to the condition that any directions, warnings and advice given by the manufacturer and supplied with the Goods, or which are subsequently notified by Diperk to You in writing, are strictly observed and that where You are a Business Customer, their contents are specifically drawn to the attention of Your employees and Your own customers.
- 3.2 The images of the Goods on this Website are for illustrative purposes only. Although We have made every effort to display the colour of the Goods accurately, We cannot guarantee that that Your device's display will accurately reflect the colour of the Goods. Your Goods may vary slightly from the images.
- 3.3 It is Your responsibility to ensure that the Goods ordered are correct and fit for Your intended purpose. Diperk shall not have any responsibility to You for any claims, damage or expenses which You suffer because of Your failure so to do.
- 3.4 Due to legal restrictions relating to the carriage of hazardous goods, on occasion we may be unable to arrange delivery of certain Goods to You via Our delivery partner. In any such case we will contact you to agree alternative arrangements.

## **4 DELIVERY**

- 4.1 We provide two delivery options:

(a) **Collect from branch**

If You select this option, Diperk will make the Goods available for collection at the Diperk branch selected by You as part of the Order.

(b) **Deliver to Your address**

If You select this option as part of the Order, Diperk will arrange for the Goods to be delivered to the nominated address and the charge for delivery will be added to the Order prior to check-out, based on the total weight of the Order. If the total weight of the Order is over 800kg this Website will direct You on how to contact Us as We will need to provide You with a delivery cost for Your Order prior to You placing the Order with Us.

4.2 Standard delivery times for orders placed before 4:00 PM (UK time) on any Working Day are typically three (3) Working Days from the date of order confirmation.

4.3 For standard orders placed after 4:00 PM (UK time) on any Working Day, delivery can typically be expected within four (4) Working Days from the date of Confirmation of Order.

4.4 If next-day delivery is selected at checkout:

- Orders placed before 4:00 PM (UK time) on any Working Day will usually be delivered on the next Working Day.
- Orders placed after 4:00 PM (UK time) on any Working Day will usually be delivered within two (2) Working Days.

4.5 Standard and next-day deliveries are subject to:

- (a) the relevant Goods being in stock at Our NDC;
- (b) Your Order being accepted and Our provision of the Confirmation of Order on the Working Day following the Working Day on which You place Your Order; and
- (c) the delivery address being mainland UK or Northern Ireland, excluding postcodes IV, KW1-14, PA34, PA37-39, PH19-40, PH41, PH49-50.

Where any of the Goods which you Order are not in stock we will contact you to advise of the estimated delivery date.

4.6 For delivery times to any of the postcodes specified in paragraphs 4.3(c) above or to any other UK destination, please contact Our team on 0800 0730 424 or at [parts@diperk.co.uk](mailto:parts@diperk.co.uk) to confirm the delivery dates.

4.7 Time of delivery is an estimate and We shall not be bound to deliver on that day.

4.8 Delivery of the Goods will take place when We deliver them to the address You stated in the Order or You collect the Goods from Us.

- 4.9 If something happens which is outside of Our control (including severe weather, accident, trade sanction, national emergency, utility outage or labour dispute) and affects the estimated date of delivery, We will give You a revised estimate date for delivery of the Goods.

If We cannot deliver the Goods within 30 days then We will let You know, and, unless We agree otherwise with You, We will:

- (a) cancel Your Order; and
- (b) give You a refund.

- 4.10 We may deliver the Goods in instalments, but We will check with You first by contacting You at either Your email address or telephone number that You state on Your Order.

## **5 PRICE AND PAYMENT**

- 5.1 The price of the Goods:

- (a) is the price indicated on the order pages when You place Your Order.
- (b) is in pounds sterling (£)(GBP);
- (c) is exclusive of VAT. The applicable VAT will be calculated and clearly displayed during checkout, prior to You placing Your Order.
- (d) does not include delivery charges. Your delivery charges will be shown once You have completed Your selection of the Goods and confirmed a delivery address; and
- (e) is nett of any formal discount arrangements which Diperk may have in place with You if You are Business Customer.

- 5.2 We make every effort to ensure that the prices listed on this Website are accurate. However, it is always possible that some Goods may be incorrectly priced. We will normally check prices before accepting Your Order so that where the Goods' correct price at Your Order date is:

- (a) less than Our stated price at Your order date, We will charge the lower amount; or
- (b) higher than Our stated price at Your order date, We will contact You and offer you the Goods at the correct price. You are not required to proceed with the purchase of the Goods at the corrected price, nor is Diperk required to sell to you at the erroneous price.

- 5.3 If We accept and process Your Order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by You as a mispricing, We may terminate an Order, refund You any sums You have paid and require the return of any Goods provided to You.

- 5.4 Prices quoted on this Website may be changed at any time without notification, to reflect pricing alterations made by Our suppliers or for other valid business reasons.

#### **5.5 For Payment by Debit Card/Credit Card/Purchase Card (available for Consumers and Business Customers)**

- (a) Payment can be made by credit card (and the following cards are accepted: MasterCard, and Visa Credit Card) or purchase card or debit card.
- (b) By using a credit card or purchase card or debit card to pay for an Order, You confirm that the card being used is Your card and that where You are a Business Customer, any of Your individuals, employees or agents using the card are authorised to do so.
- (c) You authorise Diperk to debit Your credit card or purchase card or debit card for the total amount of the Order prior to the despatch of the Goods to Your nominated delivery address.
- (d) All credit card and debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of the card refuses to authorise payment Diperk will not accept the Order. Diperk shall not be obliged to inform You of the reason for the refusal, and will not be liable for the transaction not being completed. Diperk is not responsible for any charges levied by Your bank or card issuer as a result of Diperk processing of Your credit card or debit card payment in accordance with Order.
- (e) If You have a Business Account with Us, and have reached or exceeded Your credit limit, We reserve the right to refuse to transact with You by credit card or purchase card or debit card.

#### **5.6 For Payment on Company Account (available for Business Customers only)**

- (a) If You are a Business Customer, You may pay for an Order on Company Account and the provisions governing this type of payment are set out in paragraph 7 of Part 2 below.

### **6 PROMOTIONS AND CAMPAIGNS**

- 6.1 From time to time we may advertise special offers, discounts and other incentives ("**Promotions**") on this Website. Such Promotions will apply to online purchases only and will not be valid for purchases from Diperk by any other means.
- 6.2 The terms and conditions of any such Promotions will be set out on this Website and we reserve the right to change, cancel or withdraw Promotions at any time.

### **7 OWNERSHIP AND RISK OF GOODS**

- 7.1 All Goods ordered by You will remain Our property until We have delivered the Goods to You or You have collected the Goods in accordance with paragraph 4. If We have not received payment in full for the Goods prior to their delivery in accordance with paragraph 4, then the Goods will remain Our property until such time as payment is received in full.
- 7.2 We reserve the right (subject to applicable law) to terminate Your right to use the Goods, and to enter Your premises and repossess the Goods (or to instruct a third to do so), if payment is

not made when due, or if the credit/debit card company declines payment or requires Us to return any payment made for the Goods, for any reason.

- 7.3 Risk in Goods which You purchase from Us shall pass to You when You collect them from Our branch or when they are delivered to Your nominated delivery address in accordance with paragraph 4. In other words, You are responsible for the Goods when delivery takes place.

## 8 GENERAL

- 8.1 **Language:** These terms and conditions are only available in English.
- 8.2 **Notices:** Any notice given under these terms and conditions by either You or Us must be in writing by email and will be deemed to have been given on transmission. Notices to Diperk must be sent to [parts@diperk.co.uk](mailto:parts@diperk.co.uk) or to any other email address notified by email by Us. Notices to You will be sent to the email address provided when registering Your Business Customer Account or placing Your Order.
- 8.3 **Severability:** If any provision (or part of a provision) of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 8.4 **Our rights to transfer:** We may transfer Our rights and obligations under these terms and conditions to any person or ask any person to fulfil any aspect of it so long as the performance of these terms and conditions is not affected. We will always tell You in writing if any transfer will affect You.
- 8.5 **Your rights to transfer:** You may not transfer any rights under these terms and conditions to any other person.
- 8.6 **No third party rights:** Only You and Us have any rights under these terms and conditions. No other person shall have any rights under these terms and conditions (including under the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- 8.7 **No partnership:** Nothing in these terms and conditions is intended to or shall operate to create a partnership between You and Us, or authorise You or Us to act as agent for the other.
- 8.8 **Changes to these terms and conditions:** We may need to make changes to these terms and conditions from time to time, for example if We amend the way in which Our Ordering process works or Business Customer Accounts are set up. A copy of the latest terms and conditions can be found on this Website or is available on request from Us.
- 8.9 **Intellectual property:** You may not use Our (or members of Our group's) trademarks or intellectual property without Our prior written consent.
- 8.10 **Statutory rights:** If You are a Consumer, then nothing in these terms and conditions will affect Your statutory rights.
- 8.11 **Law:** These terms and conditions will be governed by English Law.



## **8.12 Court proceedings:**

- (a) If You are a Business Customer, then all disputes or claims arising out of or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the English Courts to which both You and Us irrevocably submit.
- (b) If You are a Consumer, You can bring court proceedings in respect of these terms and conditions in the English Courts. If you live in Scotland, You can bring court proceedings in respect of these terms and conditions in either the Scottish or English Courts. If You live in Northern Ireland, You can bring court proceedings in respect of these terms and conditions in either the Northern Irish or the English courts.

## **PART 2: ADDITIONAL PROVISIONS FOR BUSINESS CUSTOMERS**

### **1 APPLICATION OF PART 2**

- 1.1 The additional provisions set out in this Part 2 apply where You are a Business Customer only.

### **2 WARRANTY AND FAULTY GOODS**

- 2.1 Subject to paragraph 2.2 below, Goods are supplied to You with the benefit of a warranty from the manufacturer, provided that You comply with the provisions of paragraph 2.3 of this Part 2 below. A copy of the manufacturer's warranty for any Goods is available from Diperk on request.
- 2.2 Goods marked "NEW SURPLUS" on the Website are supplied with the benefit of 3 months warranty from Diperk, commencing on the date of delivery. Details of the Diperk warranty are available on request.
- 2.3 If any Goods become defective during the applicable warranty period after having been put into use, other than as a result of Your acts or omissions, You must contact the Service Department at Your local Diperk branch, [service@diperk.co.uk](mailto:service@diperk.co.uk) and they will assist You in processing any warranty claim with the relevant manufacturer.
- 2.4 In the case of Goods delivered to You damaged, or a shortage of delivery or non-conformity with Order, You must contact us on 0800 0730 424 within 5 Working Days of delivery, specifying in reasonable detail the circumstances and confirming whether You require a credit or replacement Goods. We will arrange to collect and replace any non-conforming Goods as required.

### **3 EXPORT**

- 3.1 We and You acknowledge the existence of sanctions, export control and wider trade compliance laws and regulations implemented by the United Kingdom, the European Union and the United States which restrict certain defined activities and dealings with targeted persons and entities ("Sanctions Laws"). You will not transfer, export, supply or re-sell the Goods supplied by Us: (i) To any person or entity located, incorporated or resident in Cuba, Iran, North

Korea, Russia, Sudan or Syria; or (ii) To any person or entity specifically designated or listed under Sanctions Laws (including, but not limited to, the U.S. List of Specially Designated Nationals and Blocked Persons, the U.S. BIS Entity List, UK HM Treasury's Consolidated Sanctions List and the European Union Sanctions Designations List) (a "Sanctioned Person"); or (iii) To any entity owned or controlled by a Sanctioned Person; or (iv) To any person or entity acting for or on behalf a Sanctioned Person; or (v) For or in support of any military use, any purpose connected with chemical, biological or nuclear weapons (or missiles capable of delivering such weapons), use in any nuclear explosive activity or unsafeguarded nuclear fuel cycle, or use in any destination subject to Sanctions Laws where such use would be in breach of the terms of such Sanction Laws; (vi) In any other manner in breach of Sanctions Laws.

- 3.2 In Your Order, You must advise Diperk of the delivery address and ultimate destination of the Goods along with the agreed form of Incoterms 2020. Where Orders are placed by UK Business Customers who are using a freight forwarder, You must inform Diperk in writing, prior to delivery of the Goods, of who is to be named as the exporter with HMRC. Without prejudice to the preceding prohibition and under no circumstances (whether express or implied) may You name Diperk as the exporter.
- 3.3 Diperk reserves the right to delay despatch of Goods or terminate the sale contract entirely if it does not receive satisfactory evidence as to the identity of the exporter and the ultimate destination of the Goods.

#### **4 ANTI-BRIBERY AND CORRUPTION**

- 4.1 You shall comply with all applicable laws, statutes, regulations in force from time to time relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010. Upon reasonable request by Diperk You agree to provide information about the measures it has in place to comply with the Bribery Act 2010.
- 4.2 You shall (and shall procure that any persons associated with you shall) not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence for the purposes of the Criminal Finances Act 2017 ("CFA 2017") and shall have and maintain such policies and procedures as are reasonable to prevent the facilitation of tax evasion by another person, as required by CFA 2017.
- 4.2 Diperk is authorised and regulated by the Financial Conduct Authority for credit-related, regulated activities.

#### **5 LIABILITY**

- 5.1 Diperk shall not be liable to You and You shall indemnify Diperk from and against all actions, costs, claims and demands of whatever nature made against or incurred by Diperk in respect of any loss and damage including consequential loss or damage caused:
- (a) by the failure of You or Your employees, servants or agents to observe the directions and advice given by the manufacturer in the instruction manual supplied with the Goods;
  - (b) by any defect arising from fair wear and tear, wilful damage, abnormal working conditions or any alteration, adjustment adaptation or repair by a party other than Diperk; or

- (c) by any unauthorised or fraudulent use of the password or passwords which are used by You and/or Your employees to access and use this Website and their Business Customer Account.
- 5.2 Diperk shall have no liability whatsoever to You in respect of any failure to perform obligations as a result of any circumstances beyond Our reasonable control.
- 5.3 Diperk shall not be liable to You for any indirect or consequential damages or loss, or for any loss of profit, business, revenue, production or loss or corruption of data arising from a defect in the Goods.
- 5.4 Nothing in these terms and conditions shall in any way exclude or limit Diperk's liability to You for:
  - (a) death or personal injury caused by Our negligence;
  - (b) any fraud or fraudulent misrepresentation perpetrated by Us;
  - (c) defective Goods under the Consumer Protection Act 1987; or
  - (d) any matter for which it would be illegal for Us to seek to exclude Our liability.
- 5.5 Subject to the provisions above in this clause 5, Our liability to you in respect of any Order shall be limited to 120% of the value of that Order, inclusive of any delivery charges.

## **6 CANCELLATION OF AN ORDER**

- 6.1 If You wish to return any Goods after despatch to You, You must comply with the Diperk Returns Policy [<https://diperk.perkins.com/shipping-and-returns>] and the provisions in paragraph 6 shall apply.
- 6.2 Should You wish to return any Goods after they have been delivered, please call Us on 0800 0730 424. Any such return will be subject to the Diperk Returns Policy [<https://diperk.perkins.com/shipping-and-returns>]. Please read the Diperk Returns Policy before returning any Goods, and note in particular the 15% administration fee which may be applied to Goods which are returned other than pursuant to paragraph 2 of Part 2 above (Warranty and Faulty Goods). All returns by post must be sent to DiPerk Power Solutions, Kingswood Lakeside Business Park 127, Hickling Road, Cannock WS11 8JH, or they can be taken in person to any Diperk branch in the United Kingdom.
- 6.3 Other than pursuant to Your rights under paragraph 2 of Part 2 above (Warranty and Faulty Goods) You cannot return any Goods 90 days or more after their delivery date.
- 6.4 If for any reason You fail to make any payment due to Us, or We have reasonable grounds to believe that any such payment may not be made in full, or any of the circumstances in paragraphs 4.9, 5.3 or 7.2 of Part 1 of these terms and conditions apply, We may terminate any Order then in progress. In such event We are not obliged to supply any Goods ordered by You.

## **7 PAYMENT ON COMPANY ACCOUNT**

7.1 The following terms apply to payment on Company Account:

- (a) By selecting to pay for an Order on Company Account, the Business Customer authorises Diperk to debit their Company Account by the total amount of the Order prior to the despatch of the Goods to the Business Customer's nominated delivery address and issue an invoice accordingly.
- (b) The Business Customer acknowledges that Diperk may decline the Order if there is insufficient credit on the Business Customer's Account.
- (c) Payment shall be due nett monthly (that is, no later than the last day of the month following the month of Order) unless expressly agreed otherwise by Diperk, and time of payment shall be of the essence.
- (d) If the Business Customer cannot accept delivery when it has been notified that the Goods are completed and ready for delivery, then the time when the Goods are ready shall count as the delivery date and payment shall be made accordingly unless otherwise agreed in writing by Diperk.
- (e) Diperk shall be entitled to charge interest on overdue accounts at 4% above Lloyds Bank plc base lending rate for the time being in force calculated at monthly pro rata rates.
- (f) If the Business Customer disputes an invoice it must raise this with Diperk no later than 5 Working Days from receipt of the invoice, and the Business Customer may not withhold or delay payment of those elements of the invoice which are not in dispute.

## **PART 3: ADDITIONAL PROVISIONS FOR CONSUMERS**

### **1 APPLICATION OF PART 3**

1.1 The additional provisions set out in this Part 3 apply where You are a Consumer only.

### **2 WARRANTY AND FAULTY GOODS**

2.1 We shall provide Goods which:

- (a) conform to the description of the Goods advertised on this Website;
- (b) are of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose;
- (c) are free from design and other inherent defects; and
- (d) are properly labelled, packaged, marked and described in accordance with the Order and will be properly packed and secured in such a manner so they reach their destination undamaged and in good condition.

2.2 If the Goods do not meet the standards set out in paragraph 2.1 of this Part 3, please contact Us using the contact details at paragraph 1.4 of the Introduction if You want:

- (a) Us to repair the Goods;
- (b) Us to replace the Goods;
- (c) a price reduction; or
- (d) to reject the Goods and get a refund.

2.3 If You wish to reject the Goods and receive a refund in accordance with paragraph 2.2(d) of this Part 3, You must either return them in person to where You collected the Goods from, post the Goods back to us or (if they are not suitable for posting) allow Us to collect the Goods from You. We will pay the costs of postage or collection. Please contact [parts@diperk.co.uk](mailto:parts@diperk.co.uk) to request a returns label or arrange collection.

2.4 For more detailed information on Your rights and what You should expect from Us, You can visit the Citizens Advice website [www.citizensadvice.uk](http://www.citizensadvice.uk) or call 03454 040506.

#### **Summary of Your key legal rights**

This is a summary of Your key legal rights. These are subject to certain exceptions. For detailed information on Your rights and what You should expect from Us, You can visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. Your legal rights entitle You to the following:

- up to 30 days: if the Goods are faulty, then You can get an immediate refund.
- up to six months: if the Goods cannot be repaired or replaced, then You are entitled to a full refund, in most cases.
- up to six years: if the Goods do not last a reasonable length of time You may be entitled to some money back.

See also paragraph 3 (*Cancellation of an Order*) below on Your rights to cancel.

### **3 CANCELLATION OF AN ORDER**

3.1 As a Consumer, You may cancel Your Order for the Goods within 14 days without giving any reason.

3.2 The cancellation period will expire after 14 days from the day on which You acquire, or a third

party other than the carrier and indicated by You acquires, physical possession of the Goods.

3.3 To exercise Your right of cancellation, You must:

- (a) inform Us (at the address set out in paragraph 1.4 of the Introduction section of these terms and conditions) of Your decision to cancel the Order by a clear statement (e.g. a letter sent by post or email). You may use the model cancellation form set out in paragraph 6 of Part 3 of these terms and conditions (but it is not obligatory).
- (b) if You have received the Goods relating to the order You wish to cancel, return those Goods to Us at the address stated on the delivery note provided with the Goods without undue delay and in any event within 14 days from the day on which You communicate Your cancellation to Us. The deadline is met if You return the Goods before the 14 day period has expired. You will have to bear the direct costs of returning the Goods, including Our direct costs if We collect the Goods from You.

3.4 To meet the cancellation deadline, it is sufficient for You to send Your notice of cancellation before the cancellation period has expired. If You send Us a notice of cancellation by post and/or return Goods to Us, We advise You to keep proof of postage.

3.5 If You decide to cancel Your Order, We will reimburse You for all payments which We have received from You in relation to Your Order, including the cost of delivery (except for the supplementary costs arising if You chose a type of delivery other than the least expensive option offered by Us).

3.6 We may make a deduction from the reimbursement for loss in value of the Goods supplied, if the loss is the result of unnecessary handling by You.

3.7 We will make the reimbursement without undue delay, and no later than:

- (a) 14 days after the day We receive the Goods back from You; or
- (b) (if earlier), 14 days after the day You provide evidence that You have returned the Goods to Us; or
- (c) if no Goods were supplied to You, 14 days after the day on which We are informed about Your decision to cancel the Order.

3.8 We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement. We may withhold reimbursement until We have received the Goods back or You have supplied evidence of having sent the Goods back, whichever is the earliest.

3.9 If You have received the Goods prior to cancelling the order, You will only be liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.

3.10 No such rights of cancellation (as set out in paragraphs 3.2 to 3.9 above) applies if You are purchasing the Goods otherwise than as a Consumer.

- 3.11 We may cancel an Order in any of the circumstances set out in paragraphs 4.9, 5.3 or 7.2 of Part 1 of these terms and conditions apply

#### **4 LIABILITY**

- 4.1 These terms and conditions do not exclude or limit Our liability (if any) for:
- (a) death or personal injury caused by Our negligence;
  - (b) fraud;
  - (c) fraudulent misrepresentation; or
  - (d) any matter which it would be illegal for Us to exclude or attempt to exclude Our liability.
- 4.2 We are only liable to You for losses which You suffer as a direct result of Our breach of these terms and conditions and which are reasonably foreseeable. We are not liable for any other losses.
- 4.3 We are not responsible to You for any business losses that You may incur (including but not limited to lost profits, lost revenues, business interruption or lost data) or for losses to non-consumers.
- 4.4 You may have other rights granted by law and these terms and conditions do not affect these.

#### **5 DISPUTE RESOLUTION**

If You are unhappy with any aspect of your dealings with Us please contact Us so we can try to resolve the matter. However if We cannot resolve the dispute using Our internal complaint handling procedure You may wish to use an alternative dispute resolution process where an independent body seeks to resolve the matter. We do not subscribe to any alternative dispute resolution provider, but one such provider is Centre for Effective Dispute Resolution, 70 Fleet Street, London, EC4Y 1EU. United Kingdom - Telephone: 020 7520 3800.

**6 CANCELLATION FORM**

**CANCELLATION FORM**

**By post to:** Diperk Power Solutions, Kingsbridge Centre, Sturrock Way, Bretton, Peterborough  
PE3 8TZ, or

**By e-mail to:** parts@diperk.co.uk

**I/We\*** hereby give notice that **I/We\*** cancel **my/our\*** contract of sale for the following products:

.....

.....

Ordered on\* / Received on\*:

**My/Our\*** Name(s): .....

**My/Our\*** Address(es): .....

Signature: .....

Date .....

.....

*\* Delete as appropriate*



## **PART 4: BUSINESS CUSTOMER ACCOUNT**

### **1 OPENING A BUSINESS CUSTOMER ACCOUNT**

- 1.1 If you are a Business Customer You may register a Business Customer Account with Us to purchase the Goods available on this Website.
- 1.2 You warrant that You are authorised and can bind the company or trading entity You represent.
- 1.3 You must ensure that Your Business Customer Account username and password are kept secure and confidential. You are responsible for any activity on Your Business Customer Account. It is your sole responsibility to monitor and control access to and use of Your Business Customer Account. You agree to keep Your information accurate, complete and current.
- 1.4 You may make copies of your information contained in your Business Customer Account in any format and in doing so, You may make copies of reasonable portions of this Website and the material and content of this Website and Your Business Customer Account.

### **2 YOUR RIGHTS AND RESTRICTIONS**

- 2.1 When using Your Business Customer Account, You agree not to:
  - (a) attempt to undermine the security or integrity of this Website, Our computing systems or networks or, where this Website are hosted by a third party, that third party's computing systems and networks. We will report any security breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing Your identity to them;
  - (b) use, or misuse, this Website in any way which may impair the functionality of this Website, or other systems used to deliver this Website or impair the ability of any other user to use this Website;
  - (c) attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which this Website are hosted;
  - (d) transmit, or input into this Website, any files or data that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which You do not have the right to use);
  - (e) create links to this Website unless You have Our prior written consent;
  - (f) attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to operate this Website except as is strictly necessary to use this Website for normal operation and other than as permitted by law;
  - (g) impersonate any other person while using this Website;

- (h) conduct Yourself in a vulgar, offensive, harassing or objectionable manner while using this Website; or
- (i) use this Website for any unlawful purpose.

2.2 You may have other rights granted by law, and the provisions of this Part 4 of these terms and conditions do not affect these except if the two are inconsistent. If this is the case then these terms and conditions will override any other rights which You may have, unless this is not permitted by law.

### **3 TERMINATION/SUSPENSION OF BUSINESS CUSTOMER ACCOUNTS**

3.1 You can terminate Part 4 of these terms and conditions at any time by notifying Us at the contact details set out in paragraph 1.4 of these terms and conditions. If You do so, You will no longer be able to access Your Business Customer Account or the information held in Your Business Customer Account.

3.2 We may suspend access to Your Business Customer Account or terminate Your Business Customer Account at any time and for any reason.