

# STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS OF CAT FLAP STEP



## IMPORTANT

As with any product, Cat Flap Step has a few sharp edges resulting from the manufacturing processes used. Please take care when handling or installing the step.

If you don't feel confident handling or installing the step, please seek advice or assistance.

## 1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.2 "Customer" means any person who purchases Goods from the Supplier;
- 1.3 "Goods" means the articles specified in the Proposal;
- 1.4 "Proposal" means a statement of work, quotation or other similar document describing the Goods to be provided by the Supplier;
- 1.5 "Supplier" means CAT FLAP STEP of 26 Gras Lawn, Exeter, EX24RZ, UK
- 1.6 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

## 2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods, by virtue of any statute, law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

## 3 THE ORDER

- 3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 15 days.
- 3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.
- 3.3 All Orders for Goods shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

## 4 PRICE AND PAYMENT

- 4.1 The price for the Goods is as specified in the Proposal and is inclusive of VAT and any applicable charges outlined in the Proposal.
- 4.2 Payment of the price shall be in the manner specified in the Proposal.
- 4.3 If the Customer fails to make any payment within 14 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 25% per month on the outstanding amounts.

## 5 DELIVERY

- 5.1 The date of delivery of the Goods is as specified in the Proposal. The Supplier may vary these times by intimating in writing details of the change to the Customer but in any event, the Goods will be delivered within 30 days of the contract date unless there is an agreement with the Customer to the contrary.
- 5.2 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.
- 5.3 All risk in the Goods shall pass to the Customer when they are in the physical possession of the Customer.

## 6 TITLE

Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

## 7 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

- 7.1 co-operate with the Supplier;
- 7.2 provide the Supplier with any information reasonably required by the Supplier;
- 7.3 comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

## 8 SUPPLIER'S OBLIGATIONS

- 8.1 The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.
- 8.2 In addition to the Customer's statutory rights, the Supplier guarantees all Goods against faulty workmanship and materials for a period of 12 months from the date of delivery.

## 9 CANCELLATIONS AND REFUNDS

- 9.1 Where the Goods are faulty or do not comply with any of the contract, the Customer must notify the Supplier within 14 days of delivery and the Customer shall be entitled to replacement Goods or a full refund.
- 9.2 The Customer may cancel an Order by notifying the Supplier in writing at the address above within 14 days of placing an Order and any deposit paid will be refunded in full.
- 9.3 If the Customer fails to cancel the order within the time specified in Clause 9.2 any deposit paid may not be returnable.

## 10 LIMITATION OF LIABILITY

- 10.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence and/or failure to comply with the installation guidelines in 10.1a, breach of contract or otherwise in excess of the price for the Goods.
- 10.1a SPECIFIC TERMS OF CORRECT INSTALLATION OF CAT FLAP STEP
  - 1/ Not to be used for any purpose other than to allow a cat or small dog to access a cat flap.
  - 2/ Must be installed at ground level and not over 30cm above the floor.
  - 3/ Weight of pet must not exceed 8kg (a typical weight of a cat is 3.5kg - 4.5kg)
  - 4/ Not designed for a narrow and/or poorly lit corridor where it may be a trip hazard).
  - 5/ Cat Flap Step should not obstruct any location or hit any walls/objects when in use.
- 10.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 10.3 Pet owners allow their pets to use Cat Flap Step at their own risk. The Supplier bears no responsibility or liability for any injury caused to a pet while using Cat Flap Step.

## 11 FORCE MAJEURE

Neither party shall 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 party shall be entitled to a reasonable extension of its obligations.

## 12. DESIGN

12.1 Any design, calculations, data, drawings or other materials (the "Materials") produced by the Supplier whether specifically for the Buyer or not shall belong to the Supplier together with all copyright, design rights and other intellectual

property rights related to them. The Buyer shall have a non exclusive licence to use the Materials only in relation to the specific project in respect of which the Materials were prepared or supplied by the Supplier. The licence shall only allow the use of the Materials provided the Buyer purchases from the Supplier all of the goods or materials set out in or required or described by or in the Materials that the Supplier is in the business of supplying.

12.2 The buyer shall not take measurements/dimensions of the product or reproduce the product either by themselves or through a third party.

## 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 GOVERNING LAW

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.

## 15 ADDITIONAL INFORMATION

IMPORTANT: Please read and follow the instructions provided (herein and on the website).

Care must be taken when handling the step as there are a few sharp edges.

If you have any concerns or queries please seek advice from CFS.

## RETURNS

We sincerely hope you have a positive experience with the Cat Flap Step product. We have tried to engineer it so it really does work in most circumstances but understand sometimes not everything goes to plan. If you find out that it does not fulfil your expectations in any way or is defective, please return the item for a full refund or replacement.

Additionally, if you installed the Cat Flap Step incorrectly and now need replacement brackets with fresh self adhesive tape, please return your used brackets\* with a covering note/address/contact details and we'll send a replacement set in the post for a nominal fee.

\*Please just return the aluminium brackets and NOT the plastic step part. The aluminium brackets can be pulled off the plastic step part.

We can also just send out some replacement adhesive pads if you manage to remove the old ones. Again this is subject to a small charge.

## RETURNS ADDRESS

Please email us for the returns address.

[contact@catflatstep.com](mailto:contact@catflatstep.com)