4. The Goods continued...
4.7 We will comply with Clause 4.6. We have no liability to You in respect of the Goods failure to comply with the warranty set out in clause 4.1.
4.8 Except as set out in these clauses, all warranties, conditions and other terms implied by statute or regulations are, to the fullest extent permitted by law, excluded from the Contract.

5. Consumer Rights

5.1 A Consumer has the statutory right to cancel their Contract with Us unless We have started the delivery of the Goods to You within 3 days of You receiving your written request within seven days (!) of Receipt of the relevant Product. The Consumer has the right to cancel the Contract for any reason at any time, and at your own cost. You have a legal obligation to take reasonable care of the Goods in order to ensure they are in the same condition as when You received them. You may have a legal right of action against Us for compensation if You suffer any damage as a result of Us breaching this obligation. We may have a right of action against You for compensation if You breach this obligation. This does not affect any other legal right You have as a Consumer. The warranty in Clause 4.1 is in addition to your legal rights as a Consumer, and nothing in this clause is intended to limit or exclude Your legal rights as a Consumer, and nothing in this clause is intended to limit or exclude Your legal rights as a Consumer.

5.2 You should consider their legal rights from their local Citizens’ Advice Bureau or trading standards office.

6. Delivery

6.1 Delivery shall be completed when We have delivered the Goods to a precise location set out in Your Order or such other location as the parties may agree at the time of Your Order. In the event You are ordering from Us in the EU, delivery of the Goods will be completed at Our place of business unless You have agreed otherwise at the time of Your Order.

6.2 Any dates specified for delivery of the Goods are approximate. In the event We are unable to deliver the Goods on time because of an event outside Our control, We shall have no liability for a delay or failure to deliver the Goods unless such delay or failure is at Your request, in which case Our liability shall be limited to theprovision of an alternative delivery date. If at any time during the day of the expected week and bank holidays and; You and “You” means the person, firm or company ordering Goods subject to these Terms. 2. Placeing an order through Our Website

2.7 Our Website is only intended for use by people resident in the United Kingdom, United States, Canada, South Africa and Australia. If you are a resident outside of these countries, please contact Us before ordering through Our Website.

2.8 By placing an order through Our Website, you warrant that:

a. you are at least 18 years old;

b. your order is for delivery to a place in the United Kingdom or the EU;

c. you are a resident in one of the Serviced Countries; and

d. you are ordering from Our Website from that country.

2.9 You acknowledge and agree that while Our Website contains legitimate information, it is not the only source of information and that no communication with Us will be legally binding unless agreed to in writing.

2.10 For Web Orders the contract between us shall come into existence when we send you an e-mail confirming the order. For other orders, the contract shall come into existence when We confirm in writing acceptance of the Order. The provisions of this clause shall not apply to the service of any document in any proceedings.

3. Basis of Sale

3.1 Unless otherwise stated in writing, Our terms of sale are subject to and governed by the laws of the country for which the products are destined. We will not be liable for any direct or indirect costs, expenses or losses that result from any delay in the delivery of the Goods (even if caused by Our negligence or breach of contract). The Contract is not subject to the application of any sales tax or other governmental charges (whether or not relating to existing tax or other charges resulting from any such tax) or other case) or such other address as that party may have specified to the other party. This clause is binding on You and Us and on Our respective successors and assigns. You shall notify Us of any change in your registered office address. If a party is at fault for a breach of contract, the Decease (Interest) Act 1998. If your purchase is not connected with a business, You may have rights under the Late Payment of Commercial Debts (Interest) Act 1998. If your purchase is connected with a business, You may have rights under the Late Payment of Commercial Debts (Interest) Act 1998.

10. Limitation of Liability

10.1 Nothing in these Terms shall limit or restrict the liability of Our servants, agents or employees for:

a. death or personal injury resulting from Our negligence (whether that of Our servants, agents or employees);

b. breach of the terms implied by sections 12 and 13 of the Sale of Goods Act 1979;

c. breach of the terms implied by section 2 of the Consumer Protection from Unfair Trading Regulations 2007 and any statutory instrument made under it;

d. misrepresentation, restitution or otherwise, for any other reason whatever.

10.2 Subject to Clause 8.1, We shall not be liable for death or personal injury resulting from Our negligence (whether that of Our servants or agents or employees), or any loss or damage resulting from a breach of the terms implied by sections 12 and 13 of the Sale of Goods Act 1979 or any statutory instrument made under it.

11. General Conditions

11.1 We shall not be liable to You where performance of any of Our obligations to You is prevented, frustrated or rendered impossible by circumstances beyond Our control including (without any limitation) acts of terrorism, protests, riot, war, civil commotion, embargo, restriction, requisition, nationalisation or confiscation, strike, lock-out or other industrial dispute, governmental or regulatory regulation or order, suspension of work, suspension of further or final payment under the Contract or any of its terms, whether or not in the ordinary course of business.

11.2 Whether or not in the ordinary course of business, and any payment to Us under the Contract shall become due immediately on the demise of any such person or body corporate.

11.3 Varitech Systems Ltd. is a site which is not set out in the Contract. Nothing in this clause shall exclude or limit Our liability for death or personal injury resulting from Our negligence (whether that of Our servants, agents or employees), or any loss or damage resulting from a breach of the terms implied by sections 12 and 13 of the Sale of Goods Act 1979 or any statutory instrument made under it.

11.4 Subject to Clause 8.1, We shall not be liable to You where performance of any of Our obligations to You is prevented, frustrated or rendered impossible by circumstances beyond Our control including (without any limitation) acts of terrorism, protests, riot, war, civil commotion, embargo, restriction, requisition, nationalisation or confiscation, strike, lock-out or other industrial dispute, governmental or regulatory regulation or order, suspension of work, suspension of further or final payment under the Contract or any of its terms, whether or not in the ordinary course of business.

11.5 Waiver. We shall not waive any of Our rights under or in connection with the Contract unless We have expressly done so in writing.

11.6 Variation. We have the right to make and amend these Terms from time to time. We will send You written notice of any such changes. In the event You are ordering from Us in the EU, You will be deemed to have accepted the changes and will be bound by them. If You do not wish to accept the changes, You may return the Goods to Us for a full refund. In the event You are ordering from Us in the EU, You will be deemed to have accepted the changes and will be bound by them. If You do not wish to accept the changes, You may return the Goods to Us for a full refund.

11.7 If You grant Us an irrevocable licence at any time to use of any Goods sold by Us to You unless in the cases of death or personal injury only, such death or personal injury shall have been caused by Our negligence or that of Our employees.

11.8 You acknowledge that You will comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach of any law by you of such laws.

11.10 If any act of terrorism, protests, riot, war, civil commotion, embargo, restriction, requisition, nationalisation or confiscation, suspensions of work, suspension of further or final payment under the Contract, or any of its terms, whether or not in the ordinary course of business, and any payment to Us under the Contract shall become due immediately on the demise of any such person or body corporate.