



CERASHIELD Ltd – Terms & Conditions

In these Terms & Conditions, CERASHIELD Ltd is referred to as “CERASHIELD,” “we,” “us,” or “our,” while the customer is referred to as “the customer” or “their.” By placing an order with CERASHIELD, the customer agrees to be bound by these Terms & Conditions, so they are advised to read them carefully. If the customer does not agree to be bound by these Terms & Conditions, they should refrain from placing an order with CERASHIELD. CERASHIELD accepts no responsibility or liability for the Terms & Conditions of any other company that may appear to be linked to CERASHIELD but is not under CERASHIELD’s control. These Terms & Conditions do not affect the customer’s statutory rights. The clauses in these Terms & Conditions are numbered for convenience and identification only, and this does not affect their interpretation.

1) Application of Terms & Conditions: These Terms & Conditions supersede any earlier set of Terms & Conditions. Unless otherwise agreed in writing by CERASHIELD, these Terms & Conditions shall apply to all contracts between CERASHIELD and the customer, overriding any Terms & Conditions stipulated, incorporated, or referred to by the customer.

2) Representations, etc.: CERASHIELD shall not be bound by any oral condition, warranty, guarantee, or representation made, or purported to be made, on CERASHIELD’s behalf unless such representation is confirmed in writing.

3) Product Details and Advice: All descriptions and illustrations shown on CERASHIELD’s website or in any advertising material, sales literature, or corporate documentation are intended for information only and do not form part of any contract between CERASHIELD and the customer. The customer is solely responsible for the selection, suitability, care, and maintenance of any goods supplied by CERASHIELD.

4) Prices: Prices are subject to external factors outside CERASHIELD’s control and can be amended at any time without prior warning and at CERASHIELD’s discretion. If the customer agrees to a price with CERASHIELD, that price will be held for 30 days unless a genuine error is identified, as CERASHIELD is not obliged to sell goods to the customer at an incorrect price. Where no prior agreement on price exists, CERASHIELD shall be entitled to invoice goods at the prices ruling at the date of dispatch.

5) Tax & Duties: CERASHIELD shall charge Value Added Tax and any other tax or duty for which the customer may be liable at the rate prescribed at the date of invoicing, whether or not such a tax or duty was included in any prior quotation or document.

6) Availability: While CERASHIELD rarely experiences stock shortages, it does not guarantee 100% stock availability at all times. Special offer products are only available for limited periods.

7) Passing of Risk: The risk in the goods contracted to be sold shall pass to the customer upon delivery or in accordance with specific instructions agreed in writing beforehand.

8) Passing of Property: Notwithstanding the preceding clause, the property in and title to the goods shall pass to the customer only upon full payment for such goods.

9) Terms of Payment: Customers are generally required to pay CERASHIELD in advance of goods being dispatched. Where an account facility has been agreed upon, payment shall be made in



accordance with the terms printed on CERASHIELD's invoices. In the absence of specific terms, payment must be made within 30 days of the invoice date. CERASHIELD reserves the right to charge interest on late payments at a rate of 4% above Bank Rate from the payment due date. Additionally, CERASHIELD reserves the right to charge the customer any legal or other costs incurred in collecting late or outstanding payments.

10) Order Cancellation: If a customer wishes to cancel an order before dispatch, CERASHIELD shall return the products to stock without any obligation for the customer to pay.

11) Returns: CERASHIELD may accept returns of stock items, provided prior arrangement has been made within 30 days of the original supply. Returned items must be unused and in a saleable condition to qualify for a full refund. CERASHIELD does not accept returns of non-stock items. The carriage cost of returns will be borne by the customer, who is responsible for packaging items suitably for the return journey. If an outbound consignment qualified for free or reduced carriage and the return affects the qualifying value, CERASHIELD may add the standard outbound carriage cost to the return carriage cost.

12) Insolvency: If a customer ceases trading while holding unpaid goods supplied by CERASHIELD, CERASHIELD reserves the right to enter the customer's premises and collect such goods.

13) Force Majeure: If a contract becomes impossible to fulfill or is affected by circumstances beyond CERASHIELD's control, CERASHIELD may cancel or amend the contract as deemed necessary.

14) Action on Delivery: Customers must check goods and accompanying documentation immediately upon delivery to ensure accuracy and satisfactory condition. Any discrepancies, damage, or defects must be reported to CERASHIELD within three working days. If no notification is made within this period, CERASHIELD will assume the goods have been supplied as per the contract, and the customer will be bound to accept and pay accordingly.

15) Action prior to Application/Usage: Customers should read the Technical Data Sheets and application instructions for each product purchased. These documents are available on CERASHIELD's website. For any questions, customers should contact CERASHIELD before starting the application process.

16) Action during Application/Usage: Customers must adhere to all application instructions and advice provided in the Technical Data Sheets. Any uncertainties during the application process should be clarified with CERASHIELD before proceeding.

17) Problems during or after Application/Usage: If a problem arises during or after product application, customers must contact CERASHIELD immediately with full details. CERASHIELD is not liable for problems caused by non-compliance with provided instructions and advice.

18) Consequential Loss: CERASHIELD shall not be liable for any consequential loss attributable directly or indirectly to goods supplied or services performed by CERASHIELD or its agents. CERASHIELD's liability is limited to uplifting and replacing defective goods or issuing a credit.



19) Copyright and Trademarks: CERASHIELD is a trading name of CERASHIELD Ltd, which owns all copyrights, trademarks, and other intellectual property rights in CERASHIELD's materials and content. Such materials may only be used, downloaded, or reproduced for personal, non-commercial use, unless explicitly agreed upon in writing by CERASHIELD.

20) Data Protection and Privacy: CERASHIELD processes personal information securely and lawfully in accordance with its privacy policy. Although CERASHIELD takes appropriate measures to protect personal data, customers supplying information online accept the associated risks and will not hold CERASHIELD responsible for any loss unless a duty of care breach occurs.

21) Right to Vary Terms & Conditions: CERASHIELD reserves the right to amend these Terms & Conditions at any time. Customers are bound by the Terms & Conditions applicable on the date of their order.

22) Jurisdiction: These Terms & Conditions and all related transactions are governed by English law and subject to the exclusive jurisdiction of the English courts.