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**IMPORTANT – PLEASE READ: These Terms contain important legal terms that apply to your purchase, including limits on our liability. Please pay particular attention to clause 13 (OUR LIABILITY (CONSUMERS)) and clause 14 (OUR LIABILITY (BUSINESS CUSTOMERS)).**

## **AGREED TERMS**

### **1. ABOUT US**

1.1 **Company details.** G.T. Factors Limited (company number 02091081) (**we, us, our,** or **GTF**), a company registered in England and Wales, is a UK-based manufacturer and supplier specialising in cargo restraint equipment, supplying high-quality products for road, rail, ship, and air transport. Our registered office is at North House, 198 High Street, Tonbridge, Kent, UK TN9 1BE. Our main trading address is 22a Hawthorn Road, Eastbourne, East Sussex, BN23 6QA (**GTF Eastbourne Premises**). Our VAT number is GB 401 771 146.

1.2 **Contacting us.** To contact us, please:

- (a) call our customer service team on +44 (0)1323 728 626; or
- (b) email us at sales@gft.co.uk.

1.3 **How to give formal notice.** For legal notices, please follow the process set out in clause 22 (COMMUNICATIONS).

### **2. OUR CONTRACT WITH YOU**

2.1 **Contract.** These terms and conditions (**Terms**) apply to any order by you, a Business Customer or Consumer (**you** or **your**), and to the supply of Goods by us to you. The agreement between you and us (**Contract**) is formed when we accept your Order in accordance with clause 2.7, and consists of these Terms and the applicable Sales Order Confirmation. No other terms apply to the Contract, including any standard terms of purchase or other documents you provide, or any terms implied by law, trade custom, practice, or course of dealing.

2.2 **Conflict.** If there is a conflict between these Terms and any other document issued by us (such as a Sales Order Confirmation), these Terms will prevail unless we expressly agree otherwise in writing.

2.3 **Entire agreement (Business Customer only).** If you are a Business Customer, the Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise, representation,

assurance, or warranty that is not set out in the Contract. This clause 2.3 does not exclude liability for fraudulent misrepresentation.

- 2.4 **Quotation is not an offer.** Any written quotation we provide for the Goods (**Quotation**) is an invitation to treat and does not constitute an offer. A Quotation is subject to availability of stock and may be withdrawn by us at any time before we accept your Order in accordance with clause 2.7.
- 2.5 **Placing your Order.** You may place your Order by sending us a purchase order or otherwise communicating your offer to purchase Goods (including by email or verbally). If you place an oral Order, we may require you to confirm it in writing (for example by email or by sending a formal purchase order) within two Business Days. If you are a Business Customer, you waive any right to rely on standard terms referenced by or incorporated into any purchase order or other document you send.
- 2.6 **The Order is your offer.** Your Order (based on any Quotation we may have issued) is your offer to purchase the Goods under these Terms. You must ensure that the terms of the Order and any Specification are complete and accurate.
- 2.7 **Our acceptance of the Order.** Acknowledging receipt of your Order does not mean it has been accepted. We may accept or reject any Order at our discretion. The Order will only be deemed to be accepted (at which point, and on which date the Contract will come into existence) when we issue a Sales Order Confirmation. Delivery or performance of the Contract does not in itself constitute acceptance, unless expressly confirmed by us in writing.
- 2.8 **Notification of Order Number.** We shall notify the Order Number to you. Each party shall use the relevant Order Number in all subsequent correspondence relating to the Order.
- 2.9 **If we cannot accept your Order.** If we cannot supply the Goods, we will let you know as soon as reasonably practicable. If you have already paid, we will refund the amount received without undue delay.

### 3. WHAT WE SUPPLY

- 3.1 **The Goods.** The Goods (which are made up of Standard Products, Bespoke Products, or both) are the Products described in our Sales Order Confirmation.
- 3.2 **Illustrative materials.** Any samples (except approved Bespoke Samples), images, drawings or illustrations — including those in marketing materials or on our Website, except for any description copied from the Website or clearly referencing or linking to the appropriate webpage (**Website Description**) in the Sales Order Confirmation — are

illustrative only. They are not part of the Contract and are not binding in any agreement between the parties.

**3.3 Tolerances and variations.** The parties agree:

- (a) Unless a Specification or applicable Website Description states otherwise, the size, weight, capacity and dimensions of a Product are approximate and subject to a tolerance of plus or minus 3%.
- (b) Minor colour variation may occur compared to electronic images.
  - For Standard Products, this includes Website Description images referenced in the Sales Order Confirmation.
  - For Bespoke Products, it includes any images in the Specification.
- (c) The variations described in clause 3.3(b) do not entitle you to reject the Goods or claim for breach of contract.

**3.4 Bespoke Products – approval of samples.** If we supply a Bespoke Sample and you approve it, that approval confirms that the Bespoke Sample conforms to the corresponding Specification for the Bespoke Product. No claim may be brought for non-conformance with the Specification where the Goods match an approved Bespoke Sample.

**3.5 Legal changes.** We may change the specification of a Standard Product without notice to comply with applicable law, provided performance and quality are not materially affected.

**3.6 Product standards.** We shall manufacture (where applicable), pack and supply the Goods in accordance with all applicable legal requirements and our internal procedures for quality assurance. All Goods are manufactured under our ISO 9001 quality management system and, where applicable to the Product and the market of destination, comply with UK or European standards, including EN12195-2. Component parts are marked for full traceability, and in-house testing is conducted to ensure compliance and performance. To the extent we are not the manufacturer, we rely on the manufacturer's own certifications or declarations of conformity.

## **4. DELIVERY METHOD AND RISK TRANSFER**

**4.1 Delivery Options.** The Delivery Method will be as specified in the Sales Order Confirmation as either:

- (a) "For delivery" means we will deliver the Goods to the Delivery Location using a third-party carrier of our choice (**Third-party Carrier**), which, for Business Customers, means Delivered At Place (DAP) on a modified basis (**Modified DAP**), as set out in clause 6.2 (Delivery Outside of the United Kingdom).

- (b) “For collection” means you will collect the Goods from the GTF Eastbourne Premises, which, for Business Customers, means Delivery Ex Works (EXW) on a modified basis (**Modified EXW**). You are responsible for arranging insurance and transport. To the extent of any inconsistency or conflict between this clause 4 and the standard EXW rule in Incoterms® 2020 (including any associated ICC commentary or guidance), clause 4 will prevail.

**4.2 Transfer of Risk.** Risk transfers on Delivery, so that:

- (a) If you are a Business Customer and select:
  - (i) “For delivery” — risk passes when the Goods are delivered to the Delivery Location.
  - (ii) “For collection” — risk passes on the earlier of:
    - (A) the Goods being collected; or
    - (B) 9.00 am on the third Business Day following the day on which we notified you that the Order was ready for collection.
- (b) If you are a Consumer and select:
  - (i) “For delivery” — risk passes only on the physical receipt of the Goods by you (or your nominated recipient).
  - (ii) “For collection” — risk passes on handover of the Goods to you or your courier if you arrange your own courier.

**4.3 Change to Delivery Method.** If you request to switch from “For delivery” to “For collection” (or vice versa), we may agree at our discretion. Any revised charges or changes to risk and timing will apply from the date of change.

**5. FAILED DELIVERY OR COLLECTION**

**5.1 Failed delivery.** If you fail to take delivery of an Order that is “For delivery” on the Delivery Date, then, except where that failure or delay is caused by our failure to comply with our obligations under this Contract:

- (a) Delivery will be deemed to have been completed at 9.00 am on the Delivery Date; and
- (b) we will store the Order until actual delivery takes place and charge you for all related reasonably incurred costs and expenses.

**5.2 Failed collection.** If you fail to collect an Order that is “For collection” within three Business Days of us notifying you that the Order is ready for collection, then, except where that failure or delay is caused by our failure to comply with our obligations under this Contract:

- (a) Delivery will be deemed to have been completed the third Business Day following the day on which we notified you that the Order was ready for collection; and
- (b) we will store the Order until actual collection takes place and charge you for all related reasonably incurred costs and expenses.

5.3 **Reselling the Goods.** If you do not collect within 20 Business Days of deemed Delivery under either clause 5.1(a) or 5.2(b) we may resell the Goods and refund you the resale proceeds, less reasonable costs and any shortfall, which we may recover from you as a debt.

5.4 **No liability.** We will have no liability for any failure or delay in delivery or collection of an Order to the extent that any failure or delay is caused by your failure to comply with your obligations under the Contract.

## 6. DELIVERY OUTSIDE OF THE UNITED KINGDOM

6.1 **“For delivery” overseas.** Where the Goods are supplied for export from the United Kingdom, you must comply with all relevant laws and are responsible for:

- (a) the importation of the Goods into the country of destination
- (b) the export and re-export of the Goods; and
- (c) the payment of any duties in relation to clause 6.1(a) and 6.1(b).

6.2 **Modified DAP – Export Responsibility.** The Goods will be delivered DAP as defined in the ICC's Incoterms® 2020 Rules but modified so that you are solely responsible for obtaining any export licences, permits, or authorisations required for the Goods to leave the United Kingdom and for ensuring that their export complies with all applicable laws. To the extent of any inconsistency or conflict between this clause 6.2 and the standard DAP rule in Incoterms® 2020 (including any associated ICC commentary or guidance), clause 6.2 will prevail.

6.3 **International delivery.** We do not deliver to countries or regions subject to UK trade or financial sanctions, as listed in the UK Sanctions List maintained by HM Treasury (OFSI), available at [www.gov.uk/government/publications/the-uk-sanctions-list](http://www.gov.uk/government/publications/the-uk-sanctions-list).

6.4 **Compliance with UK export and local import requirements is your responsibility.** Before placing your Order, you should confirm that the Goods can lawfully be exported from the UK and imported into the destination country. You are solely responsible for paying all associated import duties, taxes, and clearance costs and for ensuring compliance with all applicable laws and regulations.

6.5 **No right to cancel due to compliance issues.** You may not cancel the Contract or reject the Goods due to any difficulties, delays, or costs arising from your failure to comply with applicable export, import, customs, or regulatory requirements.

## 7. RETURNS AND CANCELLATIONS

7.1 **Consumers – cancellation.** If you are a Consumer and order Standard Products, you have the legal right to cancel the Contract for any reason within 14 days after the day on which you (or someone you nominate) receive the last of the Goods. This right does not apply to Bespoke Products. To cancel under this clause, you may use (but are not required to use) the model cancellation form available at: <https://www.gov.uk/government/publications/model-cancellation-form>.

7.2 **Business Customers – cancellation.** If you are not a Consumer, you may request to cancel the Contract by notifying us under clause 7.3 within 14 days of the invoice date. We may decline cancellation requests received after that period. No cancellation is permitted for Bespoke Products.

7.3 **How to cancel.** To cancel, contact us using the details we provided at clause 1.2, providing enough detail to identify the Order, such as quoting your Order Number. Your cancellation takes effect once we confirm it in writing.

7.4 **Returning the Goods.** This clause 7.4 applies to all returns, unless stated otherwise in writing. If you cancel the Contract:

- (a) You must return the Goods to us within 14 days of cancellation.
- (b) You must pay the cost of return unless the Goods are faulty or misdescribed. If that exception applies and you choose a method significantly more expensive than standard delivery without our prior agreement, we may limit reimbursement to standard delivery costs.
- (c) You are responsible for the Goods while in your possession and during return transit.
- (d) You must take reasonable care of the Goods. We may reduce the value of any refund or Credit Note to reflect wear, damage, or use beyond what is necessary to inspect them.
- (e) If you paid for express or timed delivery, we would only refund the cost of standard delivery.

7.5 **Refunds and Credit Notes.** If you cancel and return the Goods in accordance with this clause 7:

- (a) We will issue a Credit Note within 14 days of receiving the returned Goods or proof that you have sent them.

- (b) You may, at any time, request a refund to your original payment method instead of a Credit Note.
- (c) If the Credit Note is unused after 12 months, we will refund the outstanding amount using your original payment method.
- (d) We may withhold a refund or reduce the value of any refund or Credit Note to reflect any damage or use beyond what is necessary to establish the nature, characteristics, or functioning of the Goods.

## 8. PRICE AND PAYMENT

8.1 **Price of the Goods.** The price of the Goods, as stated in your Order and confirmed by us in the Sales Order (**Price**), excludes VAT and any Applicable Charges (being third-party costs we incur in connection with supplying the Goods, including Delivery Charges and insurance). The Price is based on our most recent Quotation.

8.2 **Methods of payment.** You can pay for Goods and applicable Delivery Costs by:

- (a) Bank transfer: to the account details referenced in the Quotation, invoice or otherwise available on request; or
- (b) Card payment: we accept Visa, Mastercard and other major cards.

8.3 **Payment terms.** Unless you have a Credit Account with us:

- (a) you must pay the Price plus VAT and Applicable Charges in full, and we must receive the payment in cleared funds before dispatching your Order; and
- (b) we are not obliged to deliver the Goods until we have received such payment.

8.4 **Credit Account holders.** If you have a Credit Account, payment of the Price, plus VAT and any Applicable Charges, is due within 30 days of the invoice date, in cleared funds to the bank account we specify. Time for payment is of the essence. All Credit Accounts are subject to any credit limit we notify you in writing. We may grant, refuse, restrict, cancel, or amend credit terms at our discretion.

8.5 **Invoicing.** We may invoice you for the Goods (quoting the relevant Order Number) on, or at any time after, accepting your Order or dispatching the Goods (including where Delivery is deemed to have occurred). The invoice will state the total amount payable, including:

- (a) the Price
- (b) VAT at the prevailing rate (if applicable); and
- (c) Applicable Charges (e.g. Carrier Costs and insurance).

- 8.6 **VAT adjustments.** If the applicable rate of VAT changes between the date of your Order and the tax point (usually the date of dispatch), we will adjust the VAT you pay accordingly, unless you have already paid in full before the change takes effect.
- 8.7 **Late payment.** If you do not pay us by the due date, without limiting our remedies under clause 16 (TERMINATION):
- (a) you shall pay interest on the overdue sum from the due date until payment in full, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time (or 4% a year if the base rate is below 0%); and
  - (b) we may suspend all further deliveries of Goods to you until such full payment is received.

This is without prejudice to any statutory right to claim interest and recover costs under the Late Payment of Commercial Debts (Interest) Act 1998.

- 8.8 **No set-off (Business Customers only).** If you are a Business Customer, you must pay all amounts due under these Terms in full, without set-off, counterclaim, deduction, or withholding — except for any deduction or withholding of tax that is required by law.

## 9. DELIVERY COSTS

- 9.1 **Estimated costs.** If you select the Delivery Method “For delivery”, any Quotation we provide may include an estimate of transport costs (**Estimated Delivery Costs**), including insurance. These are based on Third-Party Carrier and insurer rates available at the time of issue. Because these rates are outside our control, we cannot guarantee their availability or that they will remain unchanged at the time of dispatch. Any estimate is indicative only and does not fix or cap the final Delivery Charges or Applicable Charges. We may pass on actual Delivery Costs in full, regardless of any estimated variance.
- 9.2 **Uplift tolerance.** If the Delivery Costs (e.g. Third-Party Carrier charges) increase by up to and including 25% compared to the Estimated Delivery Costs referenced in the Quotation, we may dispatch the Goods and invoice you for the revised amount without further notice. This does not prevent us from seeking your confirmation in advance or applying clause 9.3.
- 9.3 **Excessive uplift.** If the Delivery Costs exceed the Estimated Delivery Costs by more than 25%:
- (a) We will notify you and request your written confirmation to proceed at the revised cost within 2 Business Days.
  - (b) If we do not receive your written confirmation within that time, we will attempt to contact you again. If we still do not receive confirmation, we may:

- (i) treat the Order as cancelled and refund any amount you have paid, less any non-recoverable third-party costs we have already incurred; or
- (ii) at our discretion and following notice to you:
  - (A) treat the Goods as “For collection” and notify you of the same
  - (B) delay dispatch until we receive your written confirmation; or
  - (C) amend the Delivery Charges in line with actual costs and proceed, if we believe it is commercially reasonable to do so.

9.4 **Customer responsibility for Delivery Costs.** You are responsible for paying all Delivery Charges, insurance, and any applicable duties or taxes in addition to the Price. We may revise the Delivery Charges or insurance to pass on any increased costs incurred from carriers or insurers, including where:

- (a) you request changes to the Delivery Method, Delivery Location, or Delivery Date
- (b) you provide incomplete or incorrect delivery information
- (c) our Third-Party Carrier or insurer increases its charges; or
- (d) an Event Outside Our Control materially affects the estimated costs.

## 10. TITLE AND OWNERSHIP

10.1 **When title passes.** Title to the Goods will not pass to you until we receive payment in full (in cash or cleared funds) for:

- (a) the Goods; and
- (b) all other sums you owe us under any contract, including Applicable Charges.

At that point, title to the Goods will pass automatically.

10.2 **Your obligations before title passes.** Until title has passed to you under clause 10.1, you must:

- (a) store the Goods separately from other goods so they remain readily identifiable as our property
- (b) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods
- (c) maintain the Goods in satisfactory condition and keep them insured in your name for their full value against all risks, with our interest noted and with an insurer reasonably acceptable to us. You must provide a copy of the policy within 3 Business Days of our request; and
- (d) give us any information we reasonably request about:

- (i) the Goods
- (ii) your financial position; and
- (iii) at our request, either:
  - (A) deliver up all Goods in your possession that have not been resold or irrevocably incorporated into another product; or
  - (B) allow us to enter your premises (or procure access to any third-party premises where the Goods are stored) to recover them.

10.3 **No encumbrance.** You must not create any charge, lien, pledge, or other security interest over the Goods, or otherwise encumber them, before title passes to you under clause 10.1.

## 11. CONSUMER RIGHTS

11.1 **Your legal rights.** If you are a Consumer a summary of your key rights under the Consumer Rights Act 2015 is set out below. This is not a complete statement of your rights. For more information, visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or contact your local Trading Standards office.

11.2 **Summary of your rights.** The Goods we supply must be as described, fit for purpose, and of satisfactory quality. Depending on how long you have owned the Goods, you may have the following rights:

- (a) Up to 30 days. If the Goods are faulty, you can get an immediate refund.
- (b) Up to 6 months. If the Goods cannot be repaired or replaced, and the fault was present at delivery, you are usually entitled to a full refund.
- (c) Up to 6 years (5 in Scotland). If the Goods do not last a reasonable time, you may have a right to a refund reflecting the use you have had of the Goods.

11.3 **Statutory protection.** Nothing in the Contract affects your statutory rights, including your right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (see clause 7 (RETURNS AND CANCELLATIONS)). If any part of the Contract conflicts with your statutory rights, your statutory rights will take precedence.

## 12. WARRANTIES AND REPAIRS

12.1 **Our commercial warranty (all customers).** We warrant that, from the date of Delivery and for a period of 12 months (**Warranty Period**), the Goods will:

- (a) conform in all material respects with:
  - (i) the Website Description (for Standard Products); and

- (ii) the Specification (for Bespoke Products)
- (b) correspond in all material respects with any approved Bespoke Sample (for Bespoke Products), including specified materials, components, manufacturing process, assembly, design, labelling and branding
- (c) be free from material defects in design, materials and workmanship, to the extent within our control at the time of manufacture or supply; and
- (d) be fit for any purpose expressly stated in the Sales Confirmation Order.

**12.2 Exclusions from this warranty.** This warranty does not apply to defects arising from:

- (a) fair wear and tear
- (b) misuse, neglect, or failure to follow our instructions (including any installation, storage or maintenance guidance)
- (c) unauthorised repair or modification; or
- (d) compliance with your Specification, unless expressly confirmed in writing by us as suitable for your stated purpose and the purpose is the cause of the defect.

**12.3 Your remedies under this warranty.** If:

- (a) you notify us in writing of the defect within a reasonable time after discovering it
- (b) you give us a reasonable opportunity to examine the Goods; and
- (c) if requested, you return the Goods to us (at our cost, if the Goods are defective),

then we will, at our option, repair or replace the defective Goods, or refund the Price in full. This is your exclusive remedy for breach of this warranty and is in addition to any statutory rights you may have if you are a Consumer.

**12.4 When we are not liable under the warranty.** We are not liable under this warranty if:

- (a) you continue to use the Goods after notifying us of the defect
- (b) the defect arises from any design, drawing or Specification you supplied, unless we have expressly confirmed in writing that the Goods will be suitable for your stated purpose and that purpose is the sole cause of the defect
- (c) the Goods are altered or repaired without our written agreement; or
- (d) the defect is caused by your abnormal working conditions, wilful damage or negligence.

**12.5 No other warranties (Business Customers only).** This clause 12 sets out our entire warranty obligation. If you are a Business Customer, then to the fullest extent permitted by law:

- (a) all warranties, conditions and terms implied by law (including sections 13 to 15 of the Sale of Goods Act 1979) are excluded; and
- (b) we make no warranties or representations about the Goods except those expressly stated in this clause 12.

12.6 **Repaired or replacement Goods.** Any Goods we repair or replace under this clause 12 will benefit from the same warranty, but only for the remainder of the original Warranty Period, unless otherwise required by law.

### 13. OUR LIABILITY (CONSUMERS)

13.1 **Scope of liability.** If you are a Consumer (meaning an individual acting wholly or mainly outside your trade, business, craft, or profession), we are responsible for loss or damage you suffer that is a foreseeable result of our breach of contract or failure to use reasonable care and skill. Loss or damage is foreseeable if:

- (a) it is obvious that it will happen; or
- (b) at the time the contract was made, both you and we knew it might happen.

13.2 **Excluded types of loss.** Subject to clause 15 (LOSSES WE NEVER EXCLUDE), we are not liable for:

- (a) any loss that was not foreseeable at the time the contract was made — that is, it was not obvious and nothing you told us before we accepted your Order meant we should have expected it
- (b) any loss not caused by our breach or failure to take reasonable care
- (c) any loss you could have avoided by following our advice or instructions; or
- (d) business losses, including loss of profits, business, contracts, goodwill, or opportunities.

13.3 **No impact on your statutory rights.** Nothing in these Terms affects your legal rights under the Consumer Rights Act 2015 or any other applicable laws. For more information, visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

### 14. OUR LIABILITY (BUSINESS CUSTOMERS)

14.1 **Cap on liability.** Subject to clause 15 (LOSSES WE NEVER EXCLUDE), if you are a Business Customer, our total liability to you for all claims arising under or in connection with the Contract (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) is limited, in aggregate, to 150% of the total amounts paid under the Contract.

14.2 **Excluded losses.** We will not be liable to Business Customers for any of the losses listed in (a) to (i) below, except where expressly stated elsewhere in these Terms:

- (a) loss of profits, sales, business, or revenue
- (b) loss of anticipated savings
- (c) loss of production or use
- (d) loss of goodwill
- (e) business interruption
- (f) costs of repair or replacement of defective Goods, except as expressly stated in clause 12 (WARRANTIES AND REPAIRS)
- (g) damage to property caused by misuse or failure to follow our instructions
- (h) loss caused by delay; or
- (i) indirect or consequential loss.

## 15. LOSSES WE NEVER EXCLUDE

15.1 **Non-excluded liability.** Nothing in these Terms excludes or limits our liability for:

- (a) death or personal injury caused by our negligence
- (b) fraud or fraudulent misrepresentation
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession)
- (d) liability for defective products under the Consumer Protection Act 1987; or
- (e) any other liability that cannot lawfully be excluded or limited, including your statutory rights under the Consumer Rights Act 2015.

## TERMINATION

16.1 **When we may terminate or suspend.** Without affecting any other rights or remedies we may have, we may suspend the supply or delivery of the Goods, or terminate the Contract with immediate effect by giving you written notice, if:

- (a) you commit a material breach of any term of the Contract and (if the breach is remediable) fail to remedy it within 14 days of being notified in writing to do so
- (b) you fail to pay any amount due under the Contract on the due date
- (c) you suspend, or threaten to suspend, or cease, or threaten to cease, carrying on all or a substantial part of your business; or

- (d) your financial position deteriorates to such an extent that we have reasonable grounds to believe this will materially affect your ability to meet your obligations under the Contract.

16.2 **Accrued rights.** Termination of the Contract does not affect any rights, remedies, obligations, or liabilities that have accrued as at the date of termination.

16.3 **Survival.** Any provision of the Contract that, expressly or by implication, is intended to survive termination will remain in full force and effect.

#### **EVENTS OUTSIDE OUR CONTROL**

17.1 **No liability for external events.** We are not liable for any failure or delay in performing our obligations under the Contract if that failure or delay is caused by an act or event beyond our reasonable control (**Event Outside Our Control**).

17.2 **Effect of an Event Outside Our Control.** If an Event Outside Our Control occurs:

- (a) we will contact you as soon as reasonably possible to let you know; and
- (b) our obligations under the Contract will be suspended, and the time for performance extended, for as long as the Event Outside Our Control continues.

17.3 **New Delivery Date.** If the event affects delivery, we will agree a new Delivery Date with you once the event ends.

17.4 **Your right to cancel.** If the Event Outside Our Control continues for more than 30 days, you may cancel the affected Contract by contacting us. If you cancel:

- (a) you must return any Goods already received, at our cost, unless we notify you that collection is not required; and
- (b) we will refund the amount you have paid to us.

#### **18. INTELLECTUAL PROPERTY RIGHTS**

18.1 **Ownership of IPRs.** You acknowledge that all Intellectual Property Rights (**IPRs**) in or relating to the manufacture or supply of Products which originate from us will remain our exclusive property or, where applicable, the property of any third-party licensor from whom we derive the right to use them.

18.2 **Licence to use your IPRs.** You grant us a non-exclusive, non-transferable, royalty-free licence (including the right to grant sub-licences to members of our Group and our subcontractors) to use your IPRs solely for the purpose of performing our obligations under this Contract, including applying your trade marks to Bespoke Products in the form and manner you specify.

18.3 **IPR indemnity.** You shall indemnify us against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal costs calculated on a full indemnity basis, together with all other reasonable professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights or moral rights arising from or in connection with our use of your IPRs or the Specification in accordance with the Contract. This clause 18.3 survives termination of the Contract.

**19. RESALE, BRANDING, AND MODIFICATION (TRADE CUSTOMERS)**

19.1 **Trade Customers and resale.** Where you are a Business Customer purchasing the Goods for resale or onward supply (**Trade Customer**), you are responsible for ensuring that the Products you supply and any associated labelling, instructions, or marketing materials comply with all applicable laws and regulations, including product safety, labelling, and consumer protection standards relevant to your market and customers. We do not warrant that the Products are suitable for resale or use outside the United Kingdom unless we expressly confirm this in writing. You are solely responsible for obtaining any compliance, certification, or approval required for resale or use of our Products in any jurisdiction outside the United Kingdom.

19.2 **Use of our IPRs.** You must not use our IPRs (including trade marks, trade names, logos, copyrighted materials, and product designs) in connection with the resale, marketing, rebranding, or adaptation of our Products without our prior written consent. You must not:

- (a) imply any association, endorsement, or partnership with us
- (b) license, sublicense, or assign any rights in our IPRs; or
- (c) do anything that may damage or dilute the goodwill in our IPRs.

Any permission we give may be withdrawn at any time on reasonable notice, without liability.

19.3 **No authority to act on our behalf.** You must not:

- (a) act or hold yourself out as our agent or authorised distributor
- (b) make any commitment or incur any liability on our behalf; or
- (c) give any warranty, assurance, or representation about our Products beyond what we have expressly confirmed in writing.

19.4 **Product claims and marketing.** You must not:

- (a) make or publish any statements about our Products (including their quality, performance, or origin) unless we have approved the content in writing; or

- (b) use our name, branding, or other identifiers in any advertising, promotional materials, or labelling without our prior written consent.
- (c) use any of our Product Codes, technical specifications, datasheets, or product images (including those from our Website) in any listing, advert, catalogue, or website, unless we have given prior written consent.

19.5 **Resale, modification, and compliance.** If you resell, rebrand, relabel, modify, or adapt our Products:

- (a) you do so entirely at your own risk
- (b) any warranties or conformity assurances we provide will no longer apply
- (c) you are solely responsible for complying with all applicable laws, regulations, and industry standards; and
- (d) you must not misrepresent the source, origin, or manufacturer of the Products, or suggest that they were manufactured by you or any third party, unless private-label resale has been expressly agreed in writing.

19.6 **Indemnity for third-party claims.** Except to the extent a claim arises directly from our breach of contract, gross negligence, or breach of statutory duty, you shall indemnify us in full for any loss, liability, cost, or expense (including reasonable legal costs) arising from any claim made against us by a third party (including your customers or end users) in connection with:

- (a) your resale, rebranding, repackaging, relabelling, modification, adaptation, storage, distribution, or marketing of our Products (including any associated claims, descriptions, or representations made by you or on your behalf)
- (b) any use of our Products outside the UK or in a manner not in accordance with our written instructions
- (c) any warranty, assurance, or statement you make that we have not expressly confirmed in writing
- (d) any unauthorised use of our Intellectual Property Rights, including trademarks, trade names, logos, product codes, or copyrighted content; or
- (e) any failure to comply with applicable laws, regulations, industry standards, or regulatory requirements in connection with the import, export, resale, relabelling, marketing, storage, distribution, or use of our Products.

19.7 **Insurance.** You warrant that you have, and will maintain throughout your contractual relationship with us, insurance cover with a reputable insurer sufficient to meet your potential liabilities arising from the resale, modification, or use of our Products. That cover must include product liability insurance of at least £5 million per claim, or such higher amount as we may reasonably require. You agree to provide a copy of the certificate on

request and to notify us promptly if any policy is cancelled or materially changed. This is a continuing obligation. For the purposes of clause 16.1(a), failure to maintain insurance as required by this clause 19.7 will be deemed a material breach of the Contract.

19.8 **No obligation to supply further Bespoke Products.** Our acceptance of an Order that includes any Bespoke Product does not oblige us to supply a similar or identical product in the future.

19.9 **Right to audit compliance.** We may, on reasonable notice, request evidence of your compliance with this clause 19, including copies of any marketing materials, product listings, insurance documents, packaging, labelling, or certifications relating to our Products. You agree to provide such information within 5 Business Days of request.

## 20. CONFIDENTIALITY (BUSINESS CUSTOMERS ONLY)

20.1 **Obligation of confidence.** Each party agrees not to disclose the other's Confidential Information except:

- (a) to its employees, subcontractors or advisers who need to know it to perform this Contract (and who are under duties of confidence); or
- (b) where required by law or regulation.

20.2 **Purpose.** Confidential Information may only be used to perform this Contract.

20.3 **Exclusions.** This clause 20 does not apply to information that:

- (a) was lawfully known before disclosure
- (b) becomes public through no fault of the recipient; or
- (c) is independently developed without use of the other party's Confidential Information.

20.4 **Duration.** These obligations apply for the duration of the Contract and an additional two years after it ends.

## COMMUNICATIONS

21.1 **How to give notice.** Any notice given under or in connection with the Contract must be in writing and delivered by hand, sent by pre-paid first-class post, sent by a tracked or signed-for delivery service, or sent by email.

21.2 **When notice is received.** A notice is deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address

- (b) if sent by pre-paid post in the UK or signed-for/tracked courier, at 9.00am on the second Business Day after posting (or at the time recorded by the delivery service, if later); or
- (c) if sent by email, at the time of transmission, provided that the sending party does not receive a delivery failure notification.

**21.3 Proof of service.** The parties agree:

- (a) For post within the UK or courier, it is sufficient to show it was properly addressed, dispatched using a tracked or signed-for delivery service, and the delivery service recorded successful delivery or attempted delivery.
- (b) For email, it is sufficient to show it was sent to the correct email address of the recipient and no error message or bounce-back was received.

**21.4 Service of legal proceedings.** This clause 21 does not apply to the service of any proceedings or other documents in legal actions.

**22. TECHNICAL EXPERT (BUSINESS CUSTOMERS ONLY)**

**22.1 Use of a Technical Expert.** If a Dispute arises between us and you (as a Business Customer) relating to the manufacture, quality, or Specification of any Bespoke Products, the parties may agree in writing to refer the issue to an independent Technical Expert.

**22.2 Appointment and process.** The Technical Expert must be someone we both agree on who has relevant industry experience. The parties will jointly agree the terms of the appointment, including how the costs will be shared. Unless agreed otherwise, the Technical Expert will review the issue and provide a written decision within 3 months from the date of appointment.

**22.3 Final and binding.** The Technical Expert will act as an expert and not as an arbitrator. Their written decision will be final and binding unless there is a manifest error, or fraud by or in relation to the Technical Expert or their appointment.

**23. DISPUTE RESOLUTION**

**23.1 Application.** This clause 23 applies to any dispute or claim arising out of or in connection with the Contract, including any question about its existence, validity, or termination (**Dispute**). Different procedures apply depending on whether you are a Business Customer or a Consumer.

**23.2 Business Customers.** If you are a Business Customer:

- (a) If a Dispute arises, the parties must either:

- (i) follow the procedure in clause 24 (DISPUTE RESOLUTION PROCEDURE (BUSINESS CUSTOMERS ONLY)); or
  - (ii) if they agree in writing, refer the Dispute to a Technical Expert under clause 22 (TECHNICAL EXPERT (BUSINESS CUSTOMERS ONLY)).
- (b) If the Dispute is not resolved through those procedures, either party may refer it to the English courts in accordance with clause 26.8.

**23.3 Consumers.** If you are a Consumer:

- (a) Please contact our Customer Service team to try to resolve the issue.
- (b) If the matter cannot be resolved by us in-house, you may wish use alternative dispute resolution (**ADR**). You can submit a complaint to the Centre for Effective Dispute Resolution (**CEDR**) via [www.cedr.com](http://www.cedr.com). CEDR does not charge you for making a complaint. ADR is optional and does not affect your right to go to court.
- (c) You may bring legal proceedings in the courts of England and Wales, or (if you live elsewhere in the UK) in the courts of the country where you live. We may only bring proceedings against you in the UK court of your country of residence.

**24. DISPUTE RESOLUTION PROCEDURE (BUSINESS CUSTOMERS ONLY)**

- 24.1 Obligation to follow multi-tiered procedure.** Before issuing court proceedings, the parties must follow the multi-tiered procedure in this clause 24, except in relation to unpaid invoices, intellectual property disputes, or applications for urgent relief (each an **Excluded Claim**)
- 24.2 Initial notification and escalation.** Either party must give written notice of the Dispute (**Dispute Notice**), setting out its nature and relevant details. Within five Business Days of service of the Dispute Notice, each party must appoint a representative of appropriate seniority to meet (in person or virtually) and attempt to resolve the Dispute in good faith.
- 24.3 Referral to senior officers.** If the Dispute is not resolved within 20 Business Days of the Dispute Notice, the parties shall refer the matter to a more senior officer of each party to attempt resolution.
- 24.4 Mediation.** If the Dispute is not resolved within a further 20 Business Days, the parties will enter into mediation in good faith. The mediation will:
- (a) be conducted under the CEDR Model Mediation Procedure by a mediator nominated by CEDR; and
  - (b) commence within 10 Business Days of service of an ADR Notice, unless the parties agree in writing to defer it.

Participation in mediation does not prevent either party from issuing proceedings after it concludes or fails.

24.5 **Interim relief and limitation.** This clause 24 does not prevent either party from seeking interim relief, including injunctions, or from issuing proceedings to avoid the expiry of any applicable limitation period.

## 25. DATA PROTECTION

25.1 **How we process personal data.** We will only use your personal data as set out in our Privacy Policy, available at <https://gtf.co.uk/privacy-policy>. We process your personal data in accordance with UK data protection laws, including the UK GDPR and Data Protection Act 2018.

## GENERAL LEGAL TERMS

26.1 **No partnership or agency.** The parties agree that:

- (a) Nothing in this agreement is intended to, or will be deemed to, establish any partnership or joint venture between them, constitute either party as the agent of the other, or authorise either party to make or enter any commitments on behalf of the other.
- (b) Each party is acting on its own behalf and not for the benefit of any other person.

26.2 **Further assurance.** At its own expense, each party shall and shall use all reasonable endeavours to ensure that any relevant third party will, promptly execute and deliver such documents and take such actions as may reasonably be required to give full effect to this Contract.

26.3 **Assignment and transfer.** The parties agree:

- (a) We may assign or transfer our rights and obligations under the Contract to another entity at any time. Notice of such assignment or transfer will be deemed given and effective upon posting on the Website, or upon us sending you an email, whichever occurs first.
- (b) You may only assign or transfer your rights or obligations under the Contract with our prior written consent.

26.4 **Variation.** No variation of the Contract will be effective unless it is in writing and signed by both parties (or their authorised representatives).

26.5 **Waiver.** No delay or failure by us to exercise any right or remedy will operate as a waiver of that or any other right or remedy. A waiver will only be effective if in writing and will not apply to any subsequent breach unless expressly stated.

- 26.6 **Severance.** If any provision (or part provision) of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Contract.
- 26.7 **Third party rights.** A person who is not a party to this Contract will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, except that any member of our Group may enforce terms where this Contract expressly provides for such rights.
- 26.8 **Governing law and jurisdiction.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it will be governed by English law. Subject to clause 23.3(c), each party irrevocably agrees that the courts of England will have exclusive jurisdiction to settle any such dispute or claim.

## 27. INTERPRETATION AND DEFINED TERMS

### 27.1 Interpretation. In these Terms:

- (a) References to the singular include the plural and vice versa.
- (b) A reference to “writing” includes email, subject to the notice provisions in clause 21 (COMMUNICATIONS).
- (c) Headings are for convenience only and do not affect interpretation.
- (d) “Including” and similar expressions are not limiting the generality of the preceding words.
- (e) References to legislation include any amendments or re-enactments in force from time to time in the UK.
- (f) A “person” includes an individual, company, or other legal entity.
- (g) A reference to a “company” includes any corporate body, wherever incorporated.
- (h) Any obligation not to do something includes an obligation not to permit it.
- (i) References to clauses are to clauses within these Terms.

### 27.2 Definitions. The following definitions apply in these Terms:

- (a) **ADR:** alternative dispute resolution, a process for resolving disputes without formal court proceedings, including mediation conducted under the CEDR Model Mediation Procedure or any other recognised procedure agreed between the parties.
- (b) **ADR Notice:** a written notice given under clause 24.4(b) stating that a party wishes to refer the Dispute to mediation under the CEDR Model Mediation Procedure.

- (c) **Applicable Charges:** any third-party costs we incur in connection with supplying the Goods, except where expressly included in the Price. This includes (where applicable):
- Delivery Charges (including any carrier surcharges such as fuel or currency adjustments)
  - transit insurance premiums; and
  - packaging or palletisation costs.
- For international Orders, this excludes any import duties, customs charges, or taxes payable in the destination country.
- (d) **Bespoke Product:** a Product that is produced or adapted to the Specification and is not offered for general sale in the same form on GTF's Website. This includes customisation of materials, dimensions, branding, labelling, packaging, or any other distinguishing feature.
- (e) **Business Customer:** a Customer (either Trade Customer or end user) that is not a Consumer.
- (f) **Business Day:** a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.
- (g) **CEDR:** the Centre for Effective Dispute Resolution, a UK-based independent organisation specialising in mediation and alternative dispute resolution services ([www.cedr.com](http://www.cedr.com)).
- (h) **Confidential Information:** any information of a confidential nature concerning the business, affairs, customers, clients or suppliers of the other party or of any member of its Group, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers.
- (i) **Consumer:** an individual acting wholly or mainly outside their trade, business, craft or profession, as defined in Regulation 4 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- (j) **Contract:** the legally binding agreement formed between the Customer and GTF upon GTF's acceptance of the Order (in accordance with clause 2.7), comprised of these Terms and the relevant Sales Order Confirmation.
- (k) **Credit Account:** an account GTF may offer to eligible Business Customers allowing payment after delivery, subject to agreed credit terms.
- (l) **Credit Note:** a non-transferable credit issued by GTF to the Customer equal to the value of any refund due under the Contract, redeemable as part-payment for future orders or refundable in cash.
- (m) **Customer:** the Consumer or Business Customer purchasing Goods from GTF.

- (n) **DAP (Modified DAP Basis):** Delivered At Place (DAP) as defined in Incoterms® 2020, except that the Customer is responsible for obtaining and complying with all export licences, permits, or authorisations required for the Goods to leave the United Kingdom, and for import clearance in the destination country (including any customs duties, taxes, or regulatory compliance). GTF will arrange transport to the Delivery Location. Risk passes to the Customer on unloading at the Delivery Location.
- (o) **Delivery:** The point at which the Goods are delivered or collected in accordance with clause 4 (DELIVERY METHOD AND RISK TRANSFER), including the point at which risk transfers from GTF to the Customer under that clause.
- (p) **Delivery Charges:** the cost of delivering the Goods to the Delivery Location under the “For delivery” option, based on the actual transport rate charged by the Third-Party Carrier. That rate may differ from estimates provided at Quotation due to changes to base freight, fuel surcharges and other related transit costs; see Estimated Delivery Costs.
- (q) **Delivery Date:** the date for delivery or collection as specified on the Sales Order Confirmation or, if no date is stated, as otherwise agreed in writing between the parties or notified by GTF following acceptance of the Order.
- (r) **Delivery Location:** the address where the Goods are to be delivered under the “For delivery” method, as stated in the Sales Order Confirmation.
- (s) **Delivery Method:** either “For delivery” (where GTF arranges transport to the Delivery Location) or “For collection” (where the Customer collects the Goods from GTF Eastbourne Premises), as confirmed in the Sales Order Confirmation or otherwise agreed.
- (t) **Excluded Claim:** a claim relating to: (i) unpaid invoices; (ii) IPRs; or (iii) applications for urgent or injunctive relief.
- (u) **Estimated Delivery Costs:** a non-binding estimate of the Delivery Charges based on the Third-Party Carrier rates available at the time of Quotation. Provided for reference only and subject to change before dispatch.
- (v) **Event Outside Our Control:** Any act or event beyond GTF’s reasonable control, including (without limitation) strikes, lock-outs, industrial action, natural disasters, adverse weather, pandemics, epidemics, war or terrorism, failure or delay of suppliers, subcontractors, or carriers, interruption to utilities or transport networks, or government restrictions or embargoes.
- (w) **EXW (Modified EXW Basis):** Ex Works as defined in Incoterms® 2020, except that GTF will load the Goods on to the Customer’s (or its nominated carrier’s) vehicle at the GTF Eastbourne Premises. GTF is liable for any loss caused by GTF’s negligence during the loading process. Risk fully passes to the Customer at the point that the Goods are loaded.

- (x) **“For delivery”**: the Customer has requested that GTF arranges delivery of the Goods to the Delivery Location using a Third-Party Carrier.
- (y) **“For collection”**: the Customer has chosen to collect, or arrange for collection of, the Goods from the GTF Eastbourne Premises.
- (z) **GTF Eastbourne Premises**: GTF’s warehouse at 22a Hawthorn Road, Eastbourne, East Sussex, BN23 6QA.
- (aa) **Goods**: the Products described in the Sales Order Confirmation that the Customer offers to purchase from GTF and that GTF agrees to supply under the Contract if it accepts the Order.
- (bb) **Group**: In relation to a company, its subsidiaries, holding companies, and their subsidiaries.
- (cc) **Incoterms**: The International Commercial Terms published by the International Chamber of Commerce in force at the time of the Contract.
- (dd) **Intellectual Property Rights or IPRs**: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (ee) **Invoice**: a written document issued by GTF to the Customer setting out the total amount payable for the Goods supplied under the Contract, including Price, VAT, and Applicable Charges.
- (ff) **Order**: the offer to purchase Goods made by the Customer and submitted to GTF (including by way of purchase order, email, or oral instruction), and typically specifying the type and quantity of Goods purchasable in accordance with a Quotation, the required delivery date, the Delivery Location, and any relevant Specification.
- (gg) **Order Number**: The reference number assigned to the Order.
- (hh) **Price**: the price payable for the Goods, as confirmed in the Sales Order Confirmation and based on GTF’s most recent Quotation, excluding VAT and Applicable Charges.
- (ii) **Privacy Policy**: GTF’s policy explaining how it collects, uses, and protects personal data, available at <https://qtf.co.uk/privacy-policy>.

- (jj) **Product:** any Bespoke Product or Standard Product manufactured or supplied by GTF regardless of whether GTF accepts the Order.
- (kk) **Product Code:** the unique reference identifier GTF assigns to a Standard Product or component, used to identify the item in its Website listings, Sales Order Confirmations, invoices, and (where applicable) on the Goods themselves. Example: “RL25H” for 25mm 900kg ratchet strap with wire hooks.
- (ll) **Quotation:** a written document issued by GTF setting out indicative pricing and any applicable cost estimates for the proposed supply of Goods. See also Estimated Delivery Costs and Price.
- (mm) **Sales Order Confirmation:** the written confirmation issued by GTF (by email or otherwise) accepting the Customer’s Order and thereby forming a binding Contract on these Terms.
- (nn) **Specification:** any specification the Customer provides to GTF that sets out how a Bespoke Product is to be manufactured or customised, including any features, materials, measurements, plans, drawings, or requirements – whether embedded in, attached to, or referenced in the Sales Order Confirmation. For example, for Trade Customers, this might include specification for the branding to be applied to an item and its packaging, including positioning and size of trade marks, colours, styles, dimensions, and other distinguishing features.
- (oo) **Standard Product:** a Product we offer for sale to Business Customers and Consumers without modification to its size, specification or configuration. This includes Products listed from time to time in the following categories on the Website: Ratchet Straps, Cam Buckle Straps, Edge Protectors, End Fittings, Buckles, Lifting Slings, One Way Lashings and Mouny Applicator.
- (pp) **Terms:** These terms and conditions set out in clauses 1 to 27 (inclusive).
- (qq) **Third-Party Carrier:** a delivery service provider appointed by GTF to transport Goods to the Delivery Location but not under GTF’s direct control.
- (rr) **Trade Customer:** a Business Customer that purchases Goods for resale, rebranding, modification, or onward supply to its own customers or end users, whether under its own branding or otherwise.
- (ss) **UK GDPR:** the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended.
- (tt) **VAT:** Value added tax chargeable in the UK.
- (uu) **Warranty Period:** the 12-month period starting on the date of Delivery, or such other period as stated in the Sales Order Confirmation or Specification.
- (vv) **Website:** <https://gtf.co.uk>.

(ww) **Website Description:** the written description, specifications, images, and Product Code of a Standard Product as published on the Website at the time the Customer submits its Order.