

DELIVERY AND RETURNS

DELIVERY

- Delivery of the Products shall be made by us delivering the Products to your address for delivery in the United Kingdom. Risk of damage, breakage or loss of the Products shall pass to you on delivery.
- Any dates quoted for delivery of the Products are approximate only and we shall not be liable for any delay in delivery of the Products howsoever caused.
- Delivery is normally free of charge, but we reserve the right from time to time to impose delivery or insurance charges, which will be notified to you when your order is accepted.
- Where the Products are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by us to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by you in respect of any one or more instalments shall not entitle you to treat the Contract as a whole as repudiated.
- If we fail to deliver the Products for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar products to replace those not delivered, over the price of the Products.
- If you fail to take delivery of the Products or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then, without prejudice to any other right or remedy available to us, we may:
 - store the Products until actual delivery and charge you for the reasonable costs (including insurance) of storage; or
 - sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract.
- Any notification of shortages or damaged Products must reach us within seven days from delivery.

RETURNS

- No goods can be accepted for return without prior agreement and proof of purchase.
- Returned goods may be subject to a handling charge at your expense.
- Any goods returned must be in original unmarked condition and packaging. Packaging that has been defaced, written on, damaged or marked in any way cannot be accepted for return.
- Goods ordered specially on your behalf are strictly non-returnable and non-refundable.
- If:
 - the Product delivered is not a Substitute Product and is not what you ordered; or
 - the Product delivered is not fit for purpose. We will, at our option, deliver to you a replacement Product or refund to you the price paid.

- Any claim by you which is based on any defect in the quality or condition of the Products or their failure to correspond with specification should be notified to us within 7 working days of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and you do not notify us accordingly, you will not be entitled to reject the Products and we shall have no liability for such defect or failure, and you will be bound to pay the price as if the Products had been delivered in accordance with the Contract.
- Where any valid claim in respect of any of the Products which is based on any defect in the quality or condition of the Products or their failure to meet specification is notified to us in accordance with these conditions, we shall be entitled to replace the Products (or the part in question) free of charge or, at our sole discretion, refund to you the price of the Products (or a proportionate part of the price), but we shall have no further liability to you.

If you have any complaints, you should direct them to us by email: sales@langstane.co.uk or by post at 1 Links Place Aberdeen AB11 5DY.