

# TERMS & CONDITIONS

**Last Modified 13/05/2014**

## 1. General Terms & Conditions

1.1 This website is operated by; Magnet Expert Ltd, Walker Industrial Estate, Ollerton Road, Tuxford, Nottinghamshire, NG22 0PQ

1.2 The business relationship between Magnet Expert Ltd (Company number 6728679) and the purchaser is governed by UK law and, in addition, this version of our Terms and Conditions (GTC) that are in effect at the time of purchase. Magnet Expert Ltd will not accept any deviations of the purchaser from the General Terms and Conditions unless they have approved them in writing.

1.3 To use our website you must have a unique email address. You agree that the e-mail address you supply can be used as a means of long-distance communication, and you agree all notices made via email satisfy any legal requirements that such notices be made in writing.

1.4 In order to use our website and services you must be over the age of 18 years old or have gained prior consent from your parent or guardian to use our website under adult supervision.

1.5 It is your responsibility to ensure that you are able to receive emails from Magnet Expert Ltd. We recommend that you ensure the email address orders@first4magnets.com is added to your 'Safe Senders' list and is not blocked by any email or computer security software. You will receive important order updates from this email address.

1.6 You agree that all details you have provided to Magnet Expert Ltd for the purpose of ordering or purchasing goods and services are correct to the best of your knowledge. You agree that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of goods or services ordered.

1.7 All the information you provide during your online order and transaction will be treated securely and in accordance with the Data Protection Act 1998.

1.8 Magnet Expert Ltd reserves the right to publish, edit or remove any reviews without notifying you. You grant Magnet Expert Ltd a non-exclusive, royalty-free license to use or edit any reviews posted by you.

1.9 Once you have entered an online order with Magnet Expert Ltd and have clicked the 'SUBMIT ORDER' button, you agree to these terms and conditions. By completing and submitting the electronic order form, you are making an offer to purchase goods which, if accepted by us, will result in a binding contract. We reserve the right to decline any order for any reason and will immediately refund any payment made in full. The sales contract will be completed once you receive an e-mail to advise you that the goods have been dispatched.

1.10 Magnet Expert Ltd reserves the right to alter or amend these terms & conditions at any time.

1.11 These Terms & Conditions supersede any and all other previous Terms & Conditions.

## 2. Processing Orders / Delivery

2.1 Processing Orders:

2.1.1 All prices exclude the statutory UK VAT of 20.00%. Businesses within the EU, but outside of the UK, are eligible for tax free inter community deliveries if a valid VAT Reg. No. is indicated at the time of the order. For shipments outside of the EU, VAT will be deducted from your order amount. You are responsible for arranging payment of customs in your country.

2.1.2 Magnet Expert Ltd requires no minimum order to complete a successful transaction.

2.1.3 To complete your order with Magnet Expert Ltd you will need to make full payment. Magnet Expert Ltd normally requires full payment before your order will be dispatched.

2.1.4 Stated delivery times are approximate. Your order will be dispatched to the address provided by you during the order process and will be stated our order confirmation email.

## 2.2 Delivery

2.2.1 During completion of your order, you will have the opportunity to choose your method of payment.

2.2.2 Shipping costs within the UK are typically £1.45 for standard delivery and £4.95 for Next Day Delivery. For shipping prices in other countries, please see our Delivery Policy.

2.2.3 If you have paid £1.45 for your UK delivery, then you will most likely receive deliveries by First Class Royal Mail. We do sometimes upgrade the delivery to a courier service at no extra cost, where the order value is high or we feel the Customer will receive a better service. This decision will be made at our discretion without prior notification.

2.2.4 Shipments within the EU will be sent via Royal Mail or DHL/TNT. We retain the right to choose other shipment services, as necessary.

2.2.5 Magnet Expert Ltd are unable to offer delivery of orders outside Europe to none European destinations.

2.2.6 The magnets supplied by Magnet Expert Ltd are for distribution within the UK and Europe only.

2.2.7 Magnet Expert Ltd takes no responsibility for delayed deliveries due to UK National Bank Holidays, Acts of Nature (flooding, fire) or disputes and strikes. We will endeavor to dispatch all orders within 24 hours of receiving full payment. For up to date delivery information please see our Delivery Policy.

## 3. Cancellations & Returns

### 3.1 Cancellations

3.1.1 You may cancel your order at any time but no later than 14 working days after the day you received the goods.

3.1.2 To cancel your order you must notify us by email or phone.

3.1.3 If you have already received your order you must follow our returns policy set out in section 3.2 of this document.

### 3.2 Returns

3.2.1 If you are a private customer from the UK, the following return conditions apply:

3.2.2 To return your order or part of your order to us you must first seek authority from Magnet Expert Ltd by phone or email.

3.2.3 Goods not fit for resale because of chips, cracks or contamination will not be accepted or credited.

3.2.4 Goods must be returned at your own cost and no refund will be made to cover the original shipping cost.

3.2.5 Goods must be returned in the original packaging material. If you no longer have the original packaging material pack the magnets in a strong container that is at least as large as the original packaging material. Place the magnets in the middle of the packaging container, as far as possible from the sides. Ensure that you enclose a copy of the original invoice so that we may process your refund.

3.2.6 Defective magnets should be returned after receiving an authority to do so via e-mail or telephone and replacement magnets will be sent to you free of charge to replace them.

3.2.7 Returned magnets may be subject to a 25% restocking fee, so a refund will only be 75% of the original price paid.

3.2.8 We are unable to offer refunds for MADE TO ORDER magnets - this include stock magnets which have been specifically manufactured in large volumes for a customer.

#### 4. Liability

4.1 Magnet Expert Ltd takes no responsibility for damage and injuries caused by improper or careless use of its magnets. By completing a purchase on our website you are confirming that you have read and understood our Health & Safety Warnings.

4.2 Your order will be dispatched with a health & safety warning sticker. Large magnets will be dispatched with a fully illustrated warning sheet, which contains important information which SHOULD ALWAYS be read before handling the magnets

4.3 By accepting these Terms & conditions you Agree that you have fully read and understood the health & instructions provided here.

4.4 Magnet Expert Ltd shall have no liability to you for any delay in the delivery of your order or any other matters to the extent that the delay is due to any acts of nature, flooding, labour disputes, strikes, riots, civil commotion or government actions.

4.5 Magnet Expert Ltd does not accept liability for any errors and omissions and reserves the right to change information, prices, specifications and descriptions of all services and website content.

4.6 Magnet Expert Ltd will, to the best of its ability correct any errors or omissions as quickly as possible after being notified of them.

4.7 Magnet Expert Ltd will not be liable for any consequential losses in respect of incorrect specification, nonconformity or delayed delivery.

4.8 Magnet Expert Ltd does not distribute magnets which are licensed to be exported to the United States of America and Japan.

#### 5. Personal Data

5.1 Except as expressly set out in these terms and conditions, all use of your personal information and data will be made in accordance with our Privacy Policy

5.2 Online payments are made through an electronic SagePay gateway. Magnet Expert does not handle or store any customer Credit Card details.

5.3 Orders taken over the telephone are processed directly into our payment terminal and not stored.

5.4 After your order is complete Magnet Expert Ltd will share Your First Name, Last Name, Email Address and Order number to the independent review center Trust Pilot ([www.trustpilot.com](http://www.trustpilot.com)). This data will be shared over a secure, private connection and will not be passed on to any other company or parties. This data is shared in order for Trust Pilot to obtain customer reviews on our behalf.

5.5 We may also use your email address to directly send you information regarding offers and promotions from time to time. After placing your order you will automatically be placed on our email mailing list unless you untick the opt out at the point of placing your order. If you do not wish to receive any further emails, simply press the unsubscribe button at the bottom of our email and you will no longer receive e-mails from Magnet Expert Ltd.

#### 6. Warranty

6.1 Magnet Expert Ltd guarantees the functional efficiency of delivered magnets.

6.2 Products which are damaged during use cannot be returned or exchanged. This includes:

### 6.3 Flaking and wearing of the surface coating:

6.4 The surface coating of the magnets can flake or chip during improper use, especially when magnets are allowed to collide. Furthermore, it's possible that a thin layer of coating may be worn away due to constant handling.

### 6.5 Breaking of the magnets:

6.6 Neodymium magnets can break if dropped on the floor or if two magnets collide. Broken magnets are not covered by our Warranty and can therefore not be replaced.

### 6.7 Loss of magnetism due to high temperatures:

6.8 All of our magnets are - unless otherwise mentioned - heat-resistant up to 80 degrees Celsius. If the magnets are exposed to higher temperatures, they lose a portion of their magnetism.

6.9 The statute of limitations is 12 months and begins at the delivery of your order.

## 7. Health & Safety

7.1 Magnet Expert Ltd takes no responsibility for any personal injury occurred while using our magnets.

7.2 Our magnets are supplied with detailed warning sheets explaining the dangers of large or small magnets. It is your responsibility to ensure that magnets are kept away from children and that a full risk assessment is carried out before using large, high power magnets.

