

ONLINE ORDER TERMS AND CONDITIONS

Please read all these Terms and Conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these Terms and Conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on +44 (0) 1992 586 666.

Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the **Customer** or **you**). We are Air Energy Limited a company registered in England and Wales under number 4403216 whose registered office is at Unit 6 Fountain Drive, Mead Lane, Herford, Hertfordshire, SG13 7UB with email address sales@airenergyuk.com; telephone number +44 (0) 1992 586 666; (the **Supplier** or **us** or **we**).

2. These are the terms on which we sell all Services to you. Before placing an order on the Website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your Order. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession;

4. **Contract** means the legally-binding agreement between you and us for the supply of the Services;

5. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;

6. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;

7. **Goods** means any goods that we supply to you with the TERMS AND CONDITIONS. Please read all these Terms and Conditions.

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7. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;

8. **Order** means the Customer's order for the Services from the Supplier as submitted following the step by step process set out on the Website;

9. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;

10. **Services** means the services advertised on the Website, including any Goods, of the number and description set out in the Order;

11. **Website** means our website airenergyuk.com on which the Services are advertised. Goods and Services

12. The description of the Services and any Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of any Goods supplied.

13. In the case of Services and any Goods made or calibrated to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate and is made available to the Seller at point of quotation as additional fees may incur.

14. All Services and Goods which appear on the Website are subject to availability. Personal Information

15. We retain and use all information strictly under the Privacy Policy.

16. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

17. The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will endeavour to try to tell you the reason without delay.

18. The Order process is set out on the Website. Each step allows the Buyer to check and amend any errors before submitting the Order. It is the Buyer's responsibility to check that you have used the ordering process correctly.

19. A Contract will be formed for the Services and Goods ordered only when you receive an email from us confirming the Order (Order Acknowledgement). You must ensure that the Order Acknowledgement is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Acknowledgement). You will receive the Order Confirmation within 1 working day after making the Contract with the Order Acknowledgement to follow at the earliest convenient time from point of making the Contract.

20. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

21. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving you rights as a business.

Fees and Payment

22. The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out on the Website at the date we accept the Order or such other price as we may agree in writing.

23. Fees and charges include VAT at the rate applicable at the time of the Order.

24. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or you will be offered the option at point of order to pay via bank transfer.

Divisibility

25. The seller may deliver the goods and service by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the contract. Each instalment shall be a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle the customer to repudiate or cancel any other contract or instalment.

Delivery

26. Unless the contract states otherwise, the Buyer shall arrange the collection of any Goods purchased from the Sellers premises within 21 days of being notified the goods are available for collection. Holding fees are chargeable after the 21-day period at a rate of 5% of the order value ex-VAT. Any holding fees accrued are to be paid prior to collection of the goods.

27. Where the Seller is to arrange delivery to the Buyers premises, or some other place notified by the Buyer then the Buyer shall ensure that the Goods can be conveniently delivered and unloaded at the time and place agreed. The Buyer shall be responsible for receiving and unloading the Goods when delivered.

28. Whilst the Seller will use all reasonable endeavours to keep any despatch or delivery date the Seller accepts no liability whatsoever for any loss or damage resulting from delay howsoever the same shall have been caused.

29. Where the Buyer is collecting the goods ex-works, the buyer is responsible for checking the goods are packaged to standard. Once goods are collected by the Buyer, the Seller is not liable for any damages that may occur from point of collection and during transit. Should images of the packaged goods be required, this is to be advised at order stage in order for Air Energy to provide these. The Seller will not be able to release the goods from the premises unless the Seller's Sales Order number is provided as reference upon collection.

30. The Buyer shall notify the Seller in writing within seven days of any of delivery or collection of any Goods in the event of there being any shortages or damage and the Buyer undertakes not to utilise part or to otherwise dispose of all or any of the Goods without affording the Seller a reasonable opportunity to inspect the Goods.

31. The Buyer shall have no claim against the Seller in respect of any shortage, damage or defect unless the requirements of the foregoing clause have been complied with.

Risk and Title

32. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

33. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

Withdrawal and Cancellation

34. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

35. This is a distance contract (as defined below) which has the cancellation rights (Cancellation Rights) set out below.

Right to Cancel

36. Subject as stated in these Terms and Conditions, you can cancel this contract within 14 days without giving any reason.



37. The cancellation period will expire after 14 days from the day on which you acquire, or a third party, other than the carrier, indicated by you, acquires physical possession of the last of the Goods. In a contract for the supply of services only (without goods), the cancellation period will expire 14 days from the day the Contract was entered into. In a contract for the supply of goods over time (ie subscriptions), the right to cancel will be 14 days after the first delivery.

38. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (eg a letter sent by post or email). You can use the attached model cancellation form, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form.

39. You can also electronically fill in and submit the model cancellation form or any other clear statement of the Customer's decision to cancel the Contract on our website airenergyuk.com. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation in a Durable Medium (eg by email) without delay.

40. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Commencement of Services in the Cancellation Period

41. We must not begin the supply of a service (being part of the Services) before the end of the cancellation period unless you have made an express request for the service.

Effects of Cancellation in the Cancellation Period

42. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

Payment for Services Commenced During the Cancellation Period

43. Where a service is supplied (being part of the Service) before the end of the cancellation period in response to your express request to do so, you must pay an amount for the supply of the service for the period for which it is supplied, ending with the time when we are informed of your decision to cancel the Contract. This amount is in proportion to what has been supplied in comparison with the full coverage of the Contract. This amount is to be calculated on the basis of the total price agreed in the Contract or, if the total price were to be excessive, on the basis of the market value of the service that has been supplied, calculated by comparing prices for equivalent services supplied by other traders. You will bear no cost for supply of that service, in full or in part, in this cancellation period if that service is not supplied in response to such a request.

Deduction for Goods Supplied

44. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you (ie handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods: eg it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.

Timing of Reimbursement

45. If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than: 14 days after the day we receive back from you any Goods supplied, or (if earlier) 14 days after the day you provide evidence that you have sent back the Goods.

46. If we have offered to collect the Goods or if no Goods were supplied or to be supplied (ie it is a contract for the supply of services only), we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.

47. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Returning Goods

48. If you have received Goods in connection with the Contract which you have cancelled, you must send back the Goods or hand them over to us at Unit 6 Fountain Drive, Mead Lane, Herford, Hertfordshire, SG13 7UB without delay and in any event not later than 14 days from the day on which you communicate to us your cancellation of this Contract. The deadline is met if you send back the Goods before the period of 14 days has expired. You agree that you will have to bear the cost of returning the Goods.

49. For the purposes of these Cancellation Rights, these words have the following meanings:

- a) distance contract means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
- b) sales contract means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods and services as its object.

Conformity

50. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.

51. Upon delivery, the Goods will: be of satisfactory quality be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made,

you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and conform to their description.

Duration, Termination and Suspension

52. The Contract continues as long as it takes us to perform the Services.

53. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:

commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or is subject to any step towards its bankruptcy or liquidation.

54. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Successors and Our Sub-Contractors

55. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Force Majeure

56. The Seller shall not be liable for any loss or damage caused to or sustained by the Buyer arising out of any non-performance or delay in performance by the seller of its obligations under any contract with the Buyer to the extent that the same is occasioned by any cause whatever which is beyond the reasonable control of the Seller including without prejudice to the generality of the foregoing any act of God war civil commotion strikes lock outs trade disputes shortages of materials breakdown of machinery fire accident or explosion and in the event of any such occurrence the Seller shall be entitled to cancel or suspend performance of this contract.

57. Each of the clauses and each of the sub-clauses of each of the clauses contained in these conditions shall so far as the context allows be read and construed independently of all other clauses and sub clauses so that if one or more of the clauses or sub-clauses contained in these conditions shall be held to be invalid this shall not affect the validity of and enforceability of the remaining clauses and sub-clauses.

Privacy

58. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

59. These Terms and Conditions should be read alongside, and are in addition to our policies, including our Privacy Policy (<https://airenergyuk.com/cookie-privacy-policy/>) and Cookies Policy (<https://airenergyuk.com/cookie-privacy-policy/>).

60. For the purposes of these Terms and Conditions: 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.

'GDPR' means the UK General Data Protection Regulation.

'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

61. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.

62. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;

we will only Process Personal Data for the purposes identified;

we will respect your rights in relation to your Personal Data; and

we will implement technical and organisational measures to ensure your Personal Data is secure.

63. For any enquiries or complaints regarding data privacy, you can e-mail: sales@airenergyuk.com.

Excluding Liability

64. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Governing Law, Jurisdiction and Complaints

65. For any complaints, you can email operations@airenergyuk.com. Air Energy will acknowledge complaints within 1 working day and aim to resolve the issue as soon as possible. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

66. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland

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