

Terms and Conditions

This page contains information on the terms and conditions for purchases from Somac Threads Ltd through the online portal somac-shop.co.uk

These terms and conditions apply to the purchase of any goods / products from somac-shop.co.uk. By accessing our website and or / placing an order you agree to be bound by all of the terms, conditions and policies set out below or within the website. Nothing in these conditions affects your rights as a consumer.

Please read these terms and conditions carefully before placing your order with somac-shop.co.uk. somac-shop.co.uk, at its discretion, may change, modify, add or remove these terms and conditions at any time and therefore it is important to read these each time you make a purchase order.

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Standard conditions of sale:

1. Definitions

"Buyer" means the person who buys or agrees to buy the Products

"Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

"Seller" means somac-shop.co.uk

"Delivery date" means the date specified by the Seller when the Products are to be delivered.

"Products" means those goods specified.

"Price" means the price for the Products including delivery, packing and VAT.

"Regulations" refers to The Consumer Protection (Distant Selling) regulations 2000 ("The Buyer's right to cancel").

"Tailored" means a Product that is non-standard.

"Address" refers to the registered address for somac-shop.co.uk

The registered address is:

Somac Threads Ltd

Riverside House

River Lane,

Chester,

CH4 8RQ

"Consumer" shall bear the meaning given in Section 12 Unfair Contract Terms Act 1977.

"Contract" refers to any contract between the Buyer and somac-shop.co.uk for the sale and purchase of Products incorporating these conditions, whether completed electronically through this website or via other means.

" Delivery Place " refers to the delivery address as specified by you, the Buyer, in the Order.

"Order" refers to your offer, as the Buyer, to purchase Products that you place with somac-shop.co.uk, whether electronically or via other means.

2. Application of conditions

1. Unless otherwise agreed in writing, these Conditions shall apply to the exclusion of any other terms and conditions.
2. Each order that the Buyer places shall be deemed to be an offer by the Buyer to purchase Products from somac-shop.co.uk, the Seller, subject to these conditions.
3. Each order that the Buyer places shall be deemed to be accepted by the Seller and will become binding once the Seller issues a Confirmation to the Buyer or, if earlier, the Seller delivers the Products to the Buyer in accordance with the delivery terms and conditions.
4. If for any reason the Seller does not accept the Buyer's Order, the Seller will advise the Buyer as soon as practicable. This will mean that there will be no binding Contract between the two parties.
5. The Buyer must ensure that the details that he provides the Seller are complete and accurate and that he provides all the necessary information relating to the Supply of the Products within sufficient time to enable the Seller to perform the Contract in accordance with these Conditions.
6. Any typographical or clerical error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
7. If any provision of these conditions is adjudged invalid or unenforceable in whole or part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected.

8. If the Seller is not able to supply the Product and payment has already been made by the Buyer, then following agreement between the Seller and the Buyer, the Buyer's account will be refunded or re-credited with the sum paid by the Buyer. The refund will be carried out as soon as possible, in any event, within 30 days of the order. The Seller will not be obliged to offer any compensation for disappointment suffered.

3. Basis of Sale

1. Subject to the Buyer's right to cancel the Contract, included within clause 13, the Seller shall sell and the Buyer shall buy the Products in accordance with the Confirmation. No Contract exists between the Buyer and Seller for the sale of any Products until the Seller has received, processed and confirmed the order and the Seller has received payment in full, (in cleared funds). Once the Seller does so, there is a legal binding Contract between the Buyer and Seller.
2. The description of Goods shall be set out in writing in the Confirmation.
3. Any specifications or advertising issued by the Seller and any descriptions or illustrations contained within our website or brochures will not form part of this Contract. Such information is by way of guidance or illustration only, and may not bear any relationship with Products.
4. The Buyer shall not be entitled to assign the Contract or any part of it without prior written consent.
5. The Seller may assign the Contract or any part of it to any person, firm or company.

4. Price and payment

1. The Contract price for the supply of Products shall be as set out in the Confirmation. In the event of any increase in the cost to the Seller of raw materials, labour, overheads, or any increase in taxes or duties, or any variation in exchange rate the Seller may increase the Price payable under the Contract upon written notice. If notice of price increase is given by the Seller, the Buyer shall have the right to cancel the order and receive back any sums they have paid. Notice of cancellation must be received in writing by the Seller within seven days of delivery of the notice of price increase to the Buyer.
2. If the Seller makes an error in the Confirmation or any invoice or any receipt the Seller will correct that error within 60 days of being notified of any error.
3. Payment of the Price shall be due on the date of the purchase order. Payment shall be due before the delivery date and time for payment shall be of the essence. If credit terms apply payment is subject to the agreed terms and conditions within that separate agreement.
4. In the instance that payment has not been received and an order has been confirmed, interest on overdue invoices shall accrued from the date when payment becomes due on a daily basis until the date of payment at the rate of 2% above HSBC's base rate in force at that time.
5. No payment shall be deemed to have been received until the Seller has received cleared funds. There will be no delivery until cleared funds have been received unless credit terms apply.
6. Payment for the Products and any delivery charges can be made by any method shown on the Seller's website at the time the Buyer places an order.
7. Payments shall be made by the Buyer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

5. Description of Products

1. The quantity and description of the Products shall be set out in the Seller's confirmation.
2. The Seller may make changes in the specification of the Products which do not materially affect their quality or performance required to conform with any applicable statutory requirements where the Products are supplied to the Seller's specification.
3. Photographs provided on the website are for illustrative purposes only and may not exactly match the product itself.

6. Warranties and liabilities

1. The Seller warrants that the Products will correspond with their specification at the time of delivery and will be free from defect in quality, material workmanship and condition for a period of 12 months from delivery, unless otherwise specified and subject to conditions set out below.
2. The Seller shall not be liable for any breach in warranty clause 6.1 unless:
 - The Buyer provides written notice of the defect within 7 days of the time the Buyer receives delivery of the goods; and
 - The Seller is given reasonable opportunity after receiving the Buyer's notice of defect to examine the Products in question and the Buyer (if asked by the Seller to do so) shall return the Products to the Address at the Seller's cost for the examination to take place there.
3. The Seller shall not be liable for a breach of the warranty in clause 6.2 if:
 - The Buyer makes further use of such Products after giving notice of the defect to the Seller.
 - The defect arises as a result of fair wear and tear, willful damage, negligence, misuse, abnormal working conditions or failure to follow our oral or written instructions as to the storage of use of the Products.
 - The Buyer alters or repairs such Products without our written consent; or
 - The Buyer has not paid the Contract price for the Products by the Payment date.
4. Subject to clause 6.2, if any Products do not conform with any of the warranty, then within 30 days of us examining the defective Products, the Seller (at the Seller's option) will either:
 - Repair or replace such Products (or the defective part) free of charge; or
 - Refund the price of such Products (or a proportionate part of the price) provided that the Buyer delivers up the Products for collection (or, if the Seller so requests and at the Seller's expense the Buyer return the Products or the part of such Products which is defective to the Seller at the Seller's Address).
5. If the Seller complies with clause 6.4 the Seller shall have no further liability for breach of any warranty in condition 6.1 in respect of such Products.

7. Delivery

1. All delivery charges displayed on the website are guidelines. Any changes to final delivery charges will be confirmed before the dispatch and processing of the Order.
2. The Products the Buyer orders will be delivered to the address specified in the order unless otherwise agreed in writing by the Buyer and the Seller.
3. Goods will be deemed to have been delivered once delivered to the specified address as detailed in clause 7.2 and the Seller will not be liable to the Buyer for non-delivery of the Products. The Seller does not need to satisfy itself that the person accepting delivery at the specified address is the Buyer (or authorized by the Buyer to accept delivery of the Goods).
4. Dates and times quoted for delivery are approximate only. The Seller shall not be liable for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.
5. Generally, where an order contains more than one item all items will be delivered at the same time once all items are available, unless otherwise agreed.
6. Once an order has been placed should the Buyer wish to cancel, an administrative fee of 10% of the order value will be levied.
7. If the Products ordered by the Buyer are not available or discontinued and the Seller is unable to deliver them to the Buyer within 60 days (or any other time limit agreed by the parties), the Seller shall inform the Buyer of this; cancel the Contract; and reimburse any sums paid by the Buyer (or which has been paid on the Buyer's behalf) under the Contract to the person by whom payment was made no later than 30 days after the due date for delivery of the Goods under the Contract.
8. Any liability to the Seller for the non-delivery of Products shall be limited to replacing the Products within a reasonable time or issuing a respective credit note/
9. The quantity or content of any consignment of Products as recorded by the Seller upon dispatch shall be conclusive evidence of the quantity or content received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
10. Time for the delivery shall not be of the essence. The Products may be delivered by the Seller in advance of the quoted delivery date.
11. It is the responsibility of the buyer to ensure that goods are confirmed to be undamaged and correct in terms of size, colour and any other permutation before signing as received, should goods be received and signed and later reported as damaged or incorrect it is the responsibility of the buyer to ensure that the goods are returned in all original packaging in as new condition otherwise the buyer will void the return policy. Any claims with respect to damaged goods must be made in writing within 3 days of receipt of the goods.

8. Acceptance of the Product(s)

1. Other than where the Buyer acts as a Consumer, the Buyer shall be deemed to have accepted the Products 5 working days after delivery to the Buyer.
2. After acceptance the Buyer shall not be entitled to reject Products which are not in accordance with the Contract.

9. Risk and title

1. Risk of damage to or loss of the Products shall pass to the Buyer upon delivery. If the Buyer wrongfully fails to take delivery of the Products, then risk of the Products shall pass to the Buyer at the time when the Seller tendered delivery of the Products.
2. Notwithstanding any other provision herein title to the Products shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for the Products and all other sums which are or which become due to the Seller from the Buyer on any account.
3. The Seller shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Seller.
4. The Buyer may not use or resell the Products before ownership has passed.
5. The Buyer grants the Seller the licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or where right to possession has terminated, to recover them, and to use reasonable force in doing so.

10. Insolvency of Buyer

This clause applies if:

1. The Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or;
2. An emcombrancer takes possession, or a receiver is appointed, of any of the property of assets of the Buyer, or;
3. The Buyer, not being a Consumer, ceases or threatens to cease, to carry on business, or;
4. The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notified the Buyer accordingly.
5. If the clause applies, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Products have been delivered but not paid for the Price shall become immediately due and payable, despite any previous arrangement or agreement to the contrary.

11. General

1. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside of their reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, pandemic, reduction or unavailability of power at the Seller's premises or its suppliers.
2. Provided that if any event referred to in clause 11.1 continues for a period in excess of 30 days, the Buyer will be entitled to give notice in writing to terminate the Contract.
3. Any notice required or permitted to be given by either party to the other under the conditions shall be in writing and in the case of notices to the Seller, addressed to the Seller at its Address or in the case of notices to the Buyer, at the Buyer's address as provided to the Seller.
4. Failure or delay by the Seller in enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

12. The Buyer's right of cancellation

1. In accordance with the Regulations the Buyer has the right of cancellation within 7 days except where a Product is tailored to customer requirements and without fault.
2. To exercise the Buyer's right of cancellation, the Buyer must give written notice to the Seller by letter or e-mail to sales@somac.co.uk giving details of the Products ordered and (where appropriate) their delivery. Notification by phone is not sufficient.
3. Once the Seller has been notified of the cancelling of the Contract, the Seller will refund or re-credit the Buyer within 30 days for any sum that has been paid or debited from the Buyer's credit card for the Products.
4. If the Buyer does not cancel the Contract in accordance with clauses 3.1 and 3.2, the Buyer shall be deemed to have accepted the Goods (except any manufacturing faults) and will not be liable to return the Goods to the Seller.
5. If the Seller has delivered the Products to the Buyer but the Buyer wants to cancel the Contract, as prescribed in clauses 13.1 and 13.2, the Buyer must retain possession of the Goods until the cancellation notice has been sent to the Seller within the relevant time limit. The Products can not be used. The Buyer will be responsible for returning the Products to the Seller at the Buyer's own cost. The Products must be returned to the address in the definitions section. The Buyer must take reasonable care to ensure that the Products are not damaged in the meantime or in transit and return them in the packaging and condition they were delivered to the Buyer. If the returned goods are not received by the Seller in the condition in which they were originally delivered; the Seller reserves the right to offer only a partial refund to cover the cost of re-listing at a reduced price, or having the product cleaned or repaired.
6. If the delivery has been made outside of mainland UK, it is the buyer's responsibility to return goods.

13. Proper law of Contract

1. The Contract shall be governed by the law of England and Wales and any dispute, question or remedy however-so arising determined exclusively by the Courts of England and Wales.

14. Limitation of Liability

1. In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits, or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable, or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

15. Force Majeure

Somac Threads Ltd shall be at liberty to cancel or suspend deliveries in the event of circumstances beyond its control such as Act of God, sanctions, blockade, war or threat of war, terrorism, riot or civil commotion, power cut, shortage of raw materials or machinery breakdown, strikes or lockouts, curtailment of manufacture, delay of delivery or any other circumstances beyond the control of the seller, and the seller shall have no liability for any loss to the purchaser in these circumstances whether consequential or otherwise.

