



Terms & Condition for Sales of Goods via Website:

As a valued customer of CW Applied Technology, we would like you to be familiar with our trading terms in order to ensure that your CW Applied Technology experience is a satisfying one for you. Please feel free to contact Customer Service (info@cwappliedtechnology.com) if you have any further questions.

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Directors: John O'Connell (Ireland), John Geehan (Ireland), Eileen O'Connell (Ireland)

Company Registration #: 541623 **VAT #:** IE3258566WH

Registered Address: Bay 143, Shannon Industrial Estate, Shannon, Co. Clare, Ireland V14 KV66



1. User Agreement:

Your purchase of goods from www.cwappliedtechnology.com ("website") is subject to these Terms and Conditions of Sale, the Website Terms of Use, the Returns Policy and our Cookies and Privacy Policy. If you do not accept these Terms, you must refrain from using this website or making a purchase from this website.

www.cwappliedtechnology.com is a website operated by CW Applied Technology (Shannon) Limited ("us", "our", "we", "CW Applied Technology"). We are a limited liability company registered in Ireland under company number 541623 and have our registered office at Bay 143, Shannon Industrial Estate, Shannon, Co. Clare, Ireland. Our VAT number is 3258566WH.

You and CW Applied Technology may enter into a sale contract for the sale and supply of goods or services described in this website, by you making an offer to CW Applied Technology via the website, to purchase the goods and services at the specified price, subject to these Terms.

In these Terms:

- (a) "you", "user" and "guest" means anyone who visits and/or uses this website.
- (b) reference to a "third party" in these Terms includes a reference to any agent or contractor of CW Applied Technology, or of any of its related entities, and any person engaged by any of them, in the creation, provision or maintenance of the website or in the fulfilment of Orders made through the website, and includes any of them.
- (c) a reference to the "website" means www.cwappliedtechnology.com
- (d) "Order" means an offer made by you in response to an invitation to treat made by CW Applied Technology via the website.

By accessing and/or using the website, you accept these Terms and agree to be bound by them, and an agreement is formed between us and you.

These Terms may be amended at any time without notice and your access to this website may be terminated at any time without notice. Your continued use of the website following any amendment of these Terms will represent an agreement by you to be bound by these Terms as amended. We recommend you review the Terms for amendments each time you use the website and before placing any Order. Whilst we are under no obligation to do so,

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should we choose to provide you with notice of amended Terms, you agree to receive email notification of the amendments from us or our third party.

2. Accessing the website as a Guest User & Legal Capacity:

You may access and/or use the website as a guest.

You must be eighteen (18) years of age or over to purchase goods or services from the website.

Any Order and/or purchase made by you using this website is an acknowledgement by you that:

(a) you are over the age of eighteen (18) years.

(b) you accept these Terms.

(c) you agree that you have entered into a legal contract with CW Applied Technology in relation to these Terms.

(d) these Terms, together with your Order, constitute the entire agreement between you and CW Applied Technology for the supply of goods or services.

CW Applied Technology reserves the right to take legal action and seek compensation from the parent or guardian of a minor who causes an Order to be placed, for any loss or damage of any kind CW Applied Technology may suffer as a result of a transaction entered into by a minor.

3. Orders:

We recommend you carefully preview any proposed Orders before adding them to your shopping cart and proceeding with your Order.

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Once an Order has been accepted by CW Applied Technology, no cancellation of that Order is valid unless you receive our written communication permitting the cancelled Order.

Representations of goods or services for sale made by CW Applied Technology via the website do not constitute an offer to sell but an invitation to treat.

You and CW Applied Technology may enter into a contract for the sale and supply of goods or services by you making an offer via the website to purchase goods at the price advertised on the website by:

- (a) placing an electronic Order for the goods or services using the website.
- (b) you confirming the Order details in accordance with the procedure on the website.
- (c) you making payment in full (plus any applicable delivery and handling charges) on the website.
- (d) the acceptance of that offer by CW Applied Technology.

When entering into a sale contract via the website, you will be taken to have communicated your offer to purchase the good(s) or services only when:

- (a) any and all requirements set out in these Terms have been met.
- (b) the electronic instruction containing the offer from you enters and is recorded in our database.
- (c) a record is created and stored in our database.
- (d) CW Applied Technology receives in its account full payment from you for the goods or services (including any applicable delivery and handling charges) and confirmation of that payment is received by our database.

You acknowledge that:

- (a) the transmission of your offer or the confirmation of any payment, made through an electronic instruction may not be received by CW Applied Technology for reasons beyond either parties' reasonable control including but not limited to, electronic failure, mechanical, software, computer, or telecommunications failure, or the omission or failure of third party website providers or systems.

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(b) to the fullest extent permitted by law, CW Applied Technology is not liable to you in any way for any loss or damage of any kind, however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the website, or any failure to receive an electronic instruction for whatever reason.

(c) CW Applied Technology may act on and process all completed electronic instructions transmitted or issued through the website without further consent from or reference to you.

(d) CW Applied Technology may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.

You will receive an email from CW Applied Technology as soon as practicable after you have confirmed your Order and made payment. If you have any questions regarding your Order you may contact the Customer Service Team. Please note this email does not constitute acceptance of your Order by us but merely confirms our receipt of your Order.

If your Order is not accepted by CW Applied Technology, CW Applied Technology will notify you by telephone or email and arrange for a full refund of any payment made by you to be processed.

CW Applied Technology may, in its sole and absolute discretion, accept or reject any offer made by you for any reason (or no reason), including an error in the advertised price for, or description of, goods or services on the website, or an error of any kind in or relating to your Order.

Any representations made at any time about stock availabilities are accurate to the last known stock level and are subject to change. If CW Applied Technology cannot supply particular goods, CW Applied Technology will notify you by telephone or email as soon as possible.

CW Applied Technology will be deemed to have accepted your Order on confirmation by notice of acceptance/ order acknowledgement by CW Applied Technology to you for the sale and the fulfilment of your Order.

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With regard to any Order placed by you for any customised goods, CW Applied Technology will e-mail you a notice of acceptance following confirmation of receipt of your Order at which point the customised goods shall be ordered by us from our suppliers. Upon the sending to you of the notice of acceptance/ order acknowledgement, CW Applied Technology shall be deemed to have accepted your offer, following which no cancellation of your Order by you shall be permitted and no refund shall be made by us in respect of such goods.

4. Price:

Prices shown are in Euros and VAT is added to those prices where applicable. Prices may not include delivery and handling charges. Prices are valid until amended or removed from the website and are subject to change at any time.

Each published saving in respect of goods or services is by reference to the normal ticketed price of CW Applied Technology.

Images of goods shown without any advertised price beside that image are not offered for sale.

Unless otherwise stated, accessories shown in any image of goods are not included in the price.

We reserve the right to correct any errors published on the website at any time.

5. Payments:

All payments must be made in full prior to delivery, including any applicable delivery or handling charges.

Payments must be made via the secure payment gateway facilities accessible via the website and will be subject to any additional terms and conditions of these providers.

Subject to you complying with these Terms and acceptance of your Order by CW Applied Technology, CW Applied Technology will sell and supply the goods or services to you as shown on your Order confirmation.

6. Supply & Delivery:

If the goods that you have Ordered are in stock CW Applied Technology will endeavour to dispatch within three (3) business days.

Goods may not be available for immediate delivery. CW Applied Technology will endeavour to deliver your Order to you within thirty (30) business days of the date on which you completed your Order, except if the Order is for a customised product.

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You agree that your Order for any customised goods may take up to ten (10) weeks to be delivered to you from the date you received acknowledgement of your Order. CW Applied Technology will contact you on receipt of your Order to notify you of the indicative delivery date.

Other than in respect of Orders for any customised goods, if CW Applied Technology gives you notice that it will be unable to deliver your Order within thirty (30) business days of receipt of your Order, regardless of reason, you may cancel your Order without charge, and CW Applied Technology will arrange for a full refund of any payment made by you.

Delivery dates are estimates only and we are unable to accept any liability for failure to deliver the goods within the specified time resulting from shipment/delivery delays from our suppliers.

If there is no one available to accept delivery on the pre-arranged delivery date, you will be charged for storage, transport and re-delivery costs.

Should you arrange your own delivery or collection then the goods become your responsibility upon collection from CW Applied Technology.

The terms of this clause apply where you select to have your goods delivered to a specified address.

Deliveries cannot be made to PO Boxes.

On acceptance of your Order by CW Applied Technology, your Order will be dispatched to your specified delivery address generally within thirty (30) business days subject to the other provisions of these Terms.

If you wish to change the delivery date or delivery address you must contact our Customer Service Team (info@cwappliedtechnology.com/+35361472221) at least 48 hours prior to the dispatch of your Order.

CW Applied Technology will use its reasonable endeavours to deliver your Order within any stated timeframes for dispatch. However CW Applied Technology does not warrant that these timeframes will always be met, as many factors may affect these timeframes.

You must advise at the time you place your Order via the website or later when you discuss delivery with CW Applied Technology, of any difficulties that may be involved in the delivery (such as stairs or narrow entries). If you do not state the situation correctly and on arrival the delivery contractor deems it to be a difficult location you will be liable for any extra charges including redelivery fees and the cost of an extra person to assist.

CW Applied Technology cannot and will not accept responsibility for delivery failures or delays by our third party delivery contractor.

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You are required to inspect your goods when you take delivery of them. You will be required to note any damage on the delivery documentation which is presented to you by the carrier for signature. In all other cases you will be required to notify us in writing of any damage on delivery or shortages within three (3) days of delivery. We will not be liable for any damage on delivery to any of the goods unless we are notified within the time period specified above.

7. Orders for Collection at the CW Applied Technology factory:

The terms of this clause apply where you select to collect your order from the CW Applied Technology factory.

If you select to collect your goods from the CW Applied Technology factory, a representative of the CW Applied Technology factory will contact you by telephone or email to notify you when the order is available for collection.

When collecting your order from the store, you must bring each of the following items with you:

- (a) a valid form of photo identification
- (b) a copy of the order confirmation
- (c) the credit/debit card used to complete the purchase

Orders for collection at the CW Applied Technology factory must be collected within fourteen (14) days of the CW Applied Technology factory giving you notice by telephone or by email that your order is available for collection. If your order is not collected within this time, the CW Applied Technology factory has the right to allocate those goods to another customer and reorder the goods for you.

8. Title & Risk in Goods:

Title and Risk in Goods pass to you on delivery or collection, whichever applies in your case.

9. Payment & Credit Card fraud:

To the fullest extent permitted by law, CW Applied Technology and its related entities will not be responsible for any damages or consequential losses of any kind (whether direct or

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indirect) suffered by a user where a credit/debit card, PayPal account or other payment method is fraudulently used or is used in an unauthorised or improper manner.

10. Disclaimer & Indemnity:

To the fullest extent permitted by law (and without limitation to any other provision of these Terms), CW Applied Technology exclude all liability to you or anyone else for any and all loss or damage of any kind (however caused or arising) relating in any way to the website (or any goods or services purchased on the website) including, but not limited to, loss or damage you might suffer as a result of:

- (a) errors, mistakes or inaccuracies on the website.
- (b) you acting, or failing to act, on any information contained on or referred to on the website and/or any linked website.
- (c) personal injury or property damage of any kind resulting from your access or use of the website.
- (d) any unauthorised access to or use of the websites secure servers.
- (e) any interruption or cessation of transmission to or from the website.
- (f) any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through the website by any third party.
- (g) the quality or fitness for any purpose of any linked sites.

Without limitation to the foregoing, except as expressly provided in these Terms and to the fullest extent allowed by the law, CW Applied Technology and its third parties will not be liable for any direct, indirect, special, incidental or consequential damages arising out of your access to or use of the website or any goods or services purchased on it.

Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the goods or services on the website. Any representation, condition or warranty which might be incorporated into these Terms by statute, common law, the law of equity or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that any goods or services are suitable for your purposes.

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You will at all times indemnify, and keep indemnified, CW Applied Technology, and each of its related entities, including their directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by any of them arising from any claim, demand, suit, action or proceeding by any person against you or them where such loss or liability arose out of, in connection with or in respect of your conduct or any breach of these Terms.

This clause is not intended to exclude or limit any rights which you may have in Ireland under the Sale of Goods and Supply of Services Act 1980.

11. Order Enquiries:

If you have any query about the progress of your Order please contact the Customer Service Team. Please have your Order number handy as shown on the email confirmation of your Order.

12. Damaged or Faulty Goods:

If any goods ordered by you arrives damaged or is not of acceptable quality you may have:

- (a) rights under our Returns Policy.
- (b) legal rights and remedies in Ireland under the Sale of Goods and Supply of Services Act 1980 or any other applicable legislation.
- (c) to have the goods repaired or replaced or to receive a refund of the price paid by you for the goods.

If your Order arrives damaged, please contact our Customer Service Team.

13. Order Cancellation & Refund Policy:

- (i) Your Right to Cancel Your Order (Right of Withdrawal)

Subject to the terms set out below, you have the right to cancel your Order and return the goods, anytime before and up to fourteen (14) business days starting from the day after the goods are received by you, provided the goods are in perfect condition and the packaging remains in an 'as new' state, and provided that:

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- (a) you will be responsible for the cost of returning the goods to us.
- (b) The goods can only be returned if the security seal has not been broken or tampered with.
- (c) customised or personalised goods cannot be refunded or exchanged.

Other than as set out above CW Applied Technology will generally not provide you with a refund or exchange simply because you changed your mind or the goods were not what you expected.

This clause is not intended to exclude or limit any rights which you may have under the European Directive on Distance Selling (Directive 97/7/EC) or the EC (Protection of Consumers in respect of Contracts made by means of a Distance Communication) Regulations 2001 as amended.

(ii) Refunds Policy:

CW Applied Technology will generally not provide you with a refund or exchange simply because you changed your mind or the goods were not what you expected. If the goods received are damaged or faulty, the following conditions apply:

- (a) If any goods delivered to you are damaged, please contact our Customer Assist Team within 3 days of delivery. Damaged goods must be returned in the condition received by you with all original packaging, accessories and manuals.
- (b) Goods returned for repair will be assessed and/or repaired within a reasonable time frame. You may be provided with an indicative repair time. These times may vary due to reasons beyond our control i.e. part availability.

You may be required to pay labour, assessment and/or freight fees if goods are determined to have been damaged by misuse or accident, or where your rights under the Consumer Protection Act 2007 or our manufacturer's warranty do not apply. We may provide you with an indicative fee.

In some circumstances, goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

Consumer contracts are protected by the Sale of Goods and Supply of Services Act 1980 (as amended) ("the Act") and other applicable legislation.

Under the Act the purchaser of goods has a number of rights, including that:

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(a) goods must be of merchantable quality – goods should be of reasonable quality taking into account what they are meant to do, their durability and their price.

(b) goods must be fit for their purpose – they must do what they are reasonably expected to do.

(c) goods must be as described - the buyer must not be misled into buying something by the description of goods or services given orally by a salesperson or an advertisement.

These rights cannot be excluded and are in addition to any extended warranty you may purchase or our manufacturer's standard warranty.

There may be circumstances where you are not entitled to a remedy.

For further information about your consumer rights, visit the Competition and Consumer Protection Commission at www.ccpc.ie.

We recommend you immediately inspect any goods received or collected to ensure you are completely satisfied.

In the event we do agree to make a refund, refunds will be made via the method of payment you used to make your online purchase. Refunds will normally be processed within seven (7) days of receipt of the returned goods.

This clause is not intended to exclude or limit any rights which you may have under the European Directive on Distance Selling (Directive 97/7/EC) or the EC (Protection of Consumers in respect of Contracts made by means of a Distance Communication) Regulations 2001 as amended.

14. Complaints:

Should you wish to make a complaint, please contact our Customer Service Team or write to us at:

The Customer Services Manager
CW Applied Technology (Shannon) Limited
Bay 143,
Shannon Industrial Estate,
Shannon,
Co. Clare,
Ireland

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Telephone: + 353 61 472221

Fax: + 353 61 472226

Email: info@cwappliedtechnology.com

15. Force Majeure:

CW Applied Technology will not be liable for any delay in performing any of their obligations if such delay is caused by circumstances beyond their reasonable control, including but not limited to, failure of or interruption in the provision of essential services such as electricity supply, bank payment systems, customs services or courier deliveries.

16. Governing Law:

The Irish courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our website or any Order placed on the website, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These Terms are governed by Irish law.

If you access the website in a jurisdiction other than Ireland, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. CW Applied Technology makes no representations that the content of the website complies with the laws of any country outside Ireland.

17. Severability:

If any part of these terms are found to be void, invalid, unlawful or unenforceable then that provision or part will be deemed to be severed from these terms and the remaining terms and provisions of these terms will remain in force and constitute the agreement between you and CW Applied Technology.

18. Transfer & Assignment:

If CW Applied Technology merges, sells or otherwise changes control of its business or this website to a third-party, CW Applied Technology reserves the right, without giving notice or seeking consent, to transfer or assign the personal information, content and rights that CW Applied Technology has collected from you and any agreements it has made with you.

19. Waiver:

The failure by CW Applied Technology to exercise or enforce any right or provision under these terms will not constitute a waiver of such right or provision. Any waiver of any provision under these terms will only be effective if it is in writing and signed by CW Applied Technology.

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