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1. General Terms and Conditions of Sale

These general terms and conditions of sale ("General Terms and Conditions of Sale") apply to any order you place through sm-t.co.uk, sm-eng.co.uk, strongman.engineering or strongmantools.co.uk (the "Website"). You must read these General Terms and Conditions of Sale carefully. By placing an order through the Website, you confirm that you have read, understood and agree to these General Terms and Conditions of Sale in their entirety. If you do not agree to these General Terms and Conditions of Sale in their entirety, you must not order any product or service through the Website.

2. Opening an Account and Placing an Order

To place an order, we will require you to provide some compulsory personal information.

Please see our [Privacy and Cookie Policy](#) for more information on how your personal information will be used.

You confirm that all information and details provided by you to us (including on registration) are true, accurate and up to date in all respects and at all times. You can update or correct your details at any time by going to Your Account.

When you create an account we may provide you with and/or ask you to use passwords or other means to allow you to access certain areas of the Website and/or to maintain your account security. It is your responsibility to maintain the confidentiality of your password and account information. Strongman Tools Ltd shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account. Should you become aware of or suspect any unauthorised use of your password or account, please [Contact Us](#).

3. Acceptance of your order

Please note that completion of the online checkout process does not constitute our acceptance of your offer to purchase products or services from us. We will notify you by email as soon as possible to acknowledge that we have received and are processing your order. Our acceptance of your order will take place only when we take payment from you and despatch the product(s) or on commencement of the services that you ordered from us. Prior to despatch of the product(s), Strongman Tools Ltd has the right to decline an order for any reason, including legal and regulatory reasons.

The duration of our contract with you will start from when you receive the order despatch email and last until the last day of your right to cancel.

If we cannot supply you with the product or service you ordered, we will not process your order, inform you of this in writing (including email) and, if you have already paid for the product or service, refund you in full as soon as reasonably possible.

If the fulfilment of an order (or any aspect of it) would be illegal or unlawful, including by reason of breach of export controls or sanctions rules, Strongman Tools Ltd has the right to stop or cease to fulfil the order at any time, including after despatch of products and/or notification to you that the order has been received and is being processed. You acknowledge that Strongman Tools Ltd shall incur no liability in such circumstances.

4. Payment

During the checkout process, you will be asked to enter your payment details. By completing your payment details you confirm that the credit or debit card being used is yours. All fields indicated as compulsory must be completed. Please note that we may collect and store your information, using an encrypted secure payment mechanism and will only use your information in accordance with our Privacy and Cookie Policy.

All card payments are subject to authorisation by your card issuer. We take full payment immediately for all products save for deposits to reserve products for purchase at a later date, where we take an initial deposit and take the remainder of the payment before delivery of the products.

All products ordered will remain the property of Strongman Tools Ltd until we have delivered the products to the address specified by you or they have been collected from us. If your payment is not received and you have already received the products you ordered from us, you must pay for or return those products to us in accordance with our reasonable return instructions and in the same condition that you received them at your own expense. If you do not do this within 30 days of the date on which we cancel your order, we may collect or arrange for collection of the products at your expense. We reserve the right to charge you for any and all damage to (or other adverse interference with) any products that are the subject of an unpaid order.

5. Delivery & Collection

Delivery charges and timescales vary depending on the type of products ordered, the service you select and the delivery address.

Delivery will be to the UK or international address specified in your order. If no one is available at a residential or other address at the time of delivery, a note will be left to advise whether your order has been left in a safe place e.g. with a neighbour, or returned to depot.

All risk in the products you order (including risk of loss and/or damage to the products) shall pass to you when they are delivered to the delivery address specified in your order, or you collect from us.

We shall be under no liability for any delay or failure to deliver products if the delay or failure is wholly or partly caused by circumstances beyond our control.

In the UK, delivery charge refunds can only be made in accordance with your statutory rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and other applicable legislation. Similar rights may apply for some international deliveries. For further information about your statutory rights see "Your Right to Cancel" section below and contact your local authority Trading Standards department or consumer advice centre (for example the Citizen's Advice Bureau for UK customers).

6. International Delivery

Due to customs, legal, regulatory and certain practical restrictions applicable to orders placed for international delivery, some of our products may not be available for delivery to certain destinations outside the UK. Strongman Tools Ltd reserves the right to define what can and cannot be delivered to which destination.

Payment - Purchases will be made in Pounds Sterling. International credit card providers or banks will determine the exchange rate and may add an additional processing or administration charge in relation to such payment which international credit card holders will be liable to pay.

Strongman Tools Ltd products are sold on a delivery duty unpaid basis. The recipient may have to pay import duty or a formal customs entry fee prior to or on delivery. Additional taxes, fees or levies may apply according to local legislation and customers are required to check these details before placing an order for international delivery.

Where applicable, it will be your sole responsibility to comply with any export controls or sanctions rules applicable to goods supplied to you.

7. Delays

Where the supply of your product(s) or service(s) is delayed or prevented for reasons beyond our control (for example, material shortages, import delays or higher than anticipated demand) we will make every effort to keep you informed but shall be under no liability to you for such delay or failure.

8. Changes to your order

Any changes to your order must be notified to us in writing and within a reasonable time. If you amend or change your order you may find there are changes to your delivery timetable and / or the price you pay for the item (you will be charged the current selling price on the day you amend your order).

9. Your Rights to Cancel

If you are contracting with us as a consumer online or by phone, you have the right to cancel (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations")), all or part of your contract at any time up to 14 calendar days after the day on which you receive the goods or services you ordered. Any paid delivery charge will be included in your refund once we have received all (not part) of your order to the specified address below. Please note that the delivery charge refund will be to the value of standard delivery. Strongman Tools Ltd will process your refund with 14 days of receipt of the products, to the specified address. You must take good care of the goods while in your possession and they must be returned to us before we can issue your refund.

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Specified Returns Address:

- Unit 1, Coventry Bridge Yard, Tomlow Road, Napton, Southam, Warwickshire CV47 8HX

For further information about your statutory rights, contact your local authority Trading Standards department or consumer advice centre (for example the Citizen's Advice Bureau if you are in the UK).

If you wish to cancel (or are considering cancelling) a product or service you have ordered from us, please be aware of the following terms that apply:

- **Applicability of cancellation rights:** Statutory rights of cancellation under the Regulations available for UK or EU consumers do not apply to certain products and services (for example, bespoke or made to measure orders).
- **Damaged or incorrectly supplied products:** You should check all products you receive against your order. If the products you receive are damaged or incorrectly supplied on delivery then you must note the details of any damage or error in supply on the delivery documentation or if you are unable to view the items on receipt, you must inform us (by post, phone or email only) within a reasonable period of time. You must return the products to us as soon as possible after informing us that the products are damaged or have been incorrectly supplied.
- **Damage during the course of returning products:** If you choose to return any products to us, we will not be responsible for any loss or damage to them in transit and, for this reason, we recommend that you use a recorded delivery service. If returned products are lost or damaged in transit, we reserve the right to charge you (or not to refund any amounts attributable to) such loss or damage.
- **Other cancelled products:** If you want to cancel products that are not damaged or incorrectly supplied, then you must inform us of this within 14 calendar days after the day on which you received the goods or services in accordance with the Regulations or otherwise as soon as possible. You must take good care of the products that you wish to cancel. Products should be returned in or with their original packaging.

This is not intended to be a full statement of all your rights under the Regulations. Full details of your rights under the Regulations are available in the UK from your local Citizens' Advice Bureau or your Local Authority's Trading Standards Office.

In the case of damaged or incorrectly supplied goods, we may offer you a replacement product. Any refunds given by us will be made to the debit/credit card account provided when you placed your order or bank account provided by you in writing and will be subject to our right to withhold amounts for products which are damaged on return or for which we arrange collection, as outlined above.

Where we deliver products to a third party in accordance with your order, you will only be able to exercise this cancellation right if you can return the goods to us (or arrange for us to collect them).

10. Your Rights to Cancel

We have taken reasonable precautions to try to ensure that prices quoted on the Website are correct and that all products have been fairly described. However, when ordering products or services through the Website, please note that:

- Orders will only be accepted if there are no material errors in the description of the goods or services or their prices as advertised on this Website.
- All prices are displayed in Pounds Sterling inclusive of UK VAT where applicable.
- The weights, dimensions and capacities shown on the Website are approximate only.
- Whilst we try to display the colours of our products accurately on the Website, the actual colours you see will depend on your monitor and we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the product on delivery.
- All items are subject to availability. We will inform you as soon as possible if the product(s) or service(s) you have ordered are not available.

11. Legal Compliance

You agree that you will not use, sell or supply any product(s) purchased from Strongman Tools Ltd in an unlawful manner and, in particular, will comply with all export controls and sanctions rules.

12. Product Guarantee

- Vehicle Lifts: One year. This guarantee does not cover damage due to failure to follow usage instructions or wear and tear. We will try to resolve any issue by phone and/ or email first, and if required and appropriate, despatch replacement parts for you to fit. We reserve the right to send an engineer to inspect which may be chargeable depending on the nature of the issue.
- Air compressors: Two years. This guarantee does not cover damage due to overuse (not adhering to duty cycle), neglect or normal wear and tear. Where a fault occurs within the guarantee period please return to us by recorded service at your reasonable cost with your receipt as proof of purchase. Where the fault is valid, we will refund this reasonable cost of return. This guarantee is in addition to and does not affect your statutory rights.

13. Liability

There are certain liabilities which we cannot exclude by law and nothing in these General Terms and Conditions of Sale limits our liability for personal injury or death caused by our negligence or for fraud.

Strongman Tools:
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You have certain rights as a consumer, including statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights in the UK, contact your local authority Trading Standards Department or Citizen's Advice Bureau. Nothing in these General Terms and Conditions of Sale will affect these statutory rights and, in particular, we will perform our obligations under these General Terms and Conditions of Sale with reasonable care and skill.

Any products we supply to you will be of satisfactory quality. If we deliver a product to you that is not of satisfactory quality, you can contact us for a repair or replacement or, where this is not possible, for a refund.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these General Terms and Conditions of Sale. We will not be liable to you if we are prevented or delayed from complying with our obligations under these General Terms and Conditions of Sale by anything you (or anyone acting on your behalf) does or fails to do or due to events which are beyond our reasonable control.

You must follow any advice we give you to keep products we supply to you safe (including any instructions or product manuals provided with the products). We cannot accept liability for damage to products we have supplied which is caused by your failure to follow this advice.

In any event we will not be liable for any losses related to any business of yours including (without limitation) lost data, lost profits, lost revenues or business interruption.

14. Assignment, waiver and third party rights

We may update or amend these General Terms and Conditions of Sale from time to time to comply with law or to meet our changing business requirements without notice to you. Any updates or amendments will be posted on the Website.

You may not assign or sub-contract any of your rights or obligations under these General Terms and Conditions of Sale to any third party unless we agree in writing.

We may assign, transfer or sub-contract any of our rights or obligations under these General Terms and Conditions of Sale to any third party at our discretion.

No relaxation or delay by us in exercising any right or remedy under these General Terms and Conditions of Sale shall operate as waiver of that right or remedy or shall affect our ability to subsequently exercise that right or remedy. Any waiver must be agreed by us in writing.

If any of these General Terms and Conditions of Sale are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these General Terms and Conditions of Sale shall remain in full force and effect.

Only you and we shall be entitled to enforce these Terms of Sale. No third party shall be entitled to enforce any of these Terms of Sale, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

These General Terms and Conditions of Sale are governed by the laws of England and Wales and any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.