

## OUR TERMS

### 1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Robert Bosch Limited, a company incorporated in Scotland with company registration number SC013418, whose registered office is at c/o Bosch Rexroth, Viewfield Industrial Estate, Glenrothes KY6 2RD. Our trading office address is Robert Bosch Limited, Broadwater Park, North Orbital Road, Denham, Uxbridge UB9 5HJ. Our registered VAT number is 196 4041 53.
- 2.2 **How to contact us.** You can contact us by telephoning our Online Shop Customer Service Team at 0344 892 0068 (available Monday to Friday between 9 am and 5 pm) or by writing to us at Bosch Professional UK queries: [boschukeshopsupport@uk.bosch.com](mailto:boschukeshopsupport@uk.bosch.com) or Robert Bosch Limited, P.O. Box 98, Uxbridge UB9 5HN.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. IF YOU ARE A BUSINESS CUSTOMER

**This clause 3 only applies if you are a business.**

- 3.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase products. You are responsible for all orders placed by your employees and we are not bound by any individual order limit you may impose on your employees
- 3.2 These terms, the Privacy Statement and any documents expressly referred to in the terms constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 3.3 You acknowledge that in entering into this contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the terms, or any document expressly referred to in them or our Privacy Statement.
- 3.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

#### **4. OUR CONTRACT WITH YOU**

- 4.1 **How we will accept your order.** Our acceptance of your order will take place when we email you an order confirmation, at which point a contract will come into existence between you and us. You must be aged 18 or over to purchase goods, services or digital content from us. If you are underage, please do not attempt to order or purchase goods, services or digital content from us. By ordering and/or purchasing from us you are confirming that you are aged 18 or over and that the person receiving delivery is also aged 18 or over. We reserve the right to ask you to provide proof of age.
- 4.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 4.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 4.4 **We only deliver to the United Kingdom, the Scottish Highlands and Islands, the Isle of Wight and the Isle of Man.** Our website is solely for the promotion of our products in the United Kingdom, the Scottish Highlands and Islands, the Isle of Wight and the Isle of Man. Unfortunately, we do not deliver to addresses outside of the United Kingdom, the Scottish Highlands and Islands, the Isle of Wight and the Isle of Man. The availability of goods and/or services, the delivery times and charges may vary depending upon the destination.

#### **5. OUR PRODUCTS**

- 5.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 5.2 **Product packaging may vary.** The packaging of the product may vary from that shown on images on our website.

#### **6. OUR RIGHTS TO MAKE CHANGES**

- 6.1 **Minor changes to the products.** We may change the product:
- (a) to reflect changes in relevant laws and regulatory requirements; and
  - (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the product.
- 6.2 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

#### **7. PROVIDING THE PRODUCTS**

- 7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.
- 7.2 **When we will provide the products.**

(a) **If the products are goods.** If the products are goods we will deliver them to you as soon as follows:

- (i) Standard Delivery: delivery within two to five working days;
- (ii) Express Delivery: order by 3.00 pm for delivery on the next working day\* (excluding public holidays); or
- (iii) Saturday delivery: order by 3.00 pm on Friday (excluding public holidays) for delivery on the next day.

\*There are certain postcodes, usually in remote rural areas, where we cannot guarantee delivery within the timescales stated under Express Delivery, including, but not limited to, Northern Ireland, the Scottish Highlands and Islands, the Isle of Wight and the Isle of Man. Please allow extra time for the items to arrive. An express delivery order placed on a non-working day will be delivered on the second working day.

**Note.** A signature by a person aged 18 or over is required for all deliveries. An attempted delivery on the delivery date means that we have delivered on time.

**Note.** Please note that we reserve the right not to deliver an order if we believe that the address is not secure, for example, to a communal postal address or PO Box or where we reasonably believe that you are below the age limit to purchase from us under these terms. If this affects an order you place, we will notify you as soon as possible. We do not deliver to BFPO addresses.

(b) **If the products are one-off services.** We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

(c) **If the product is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your order.

7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 **If you are not at home when the product is delivered.** If no one is available or aged 18 or over at your address to take delivery, we will leave you a note informing you of how to rearrange delivery or collect the products from a local carrier collection point.

7.5 **If you do not re-arrange delivery.** If after a failed delivery to you, you do not rearrange delivery or collect them from a local carrier collection point we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.

7.6 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract.

- 7.7 **Your legal rights if we deliver late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the products;
  - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.8 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.7, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.9 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.7 or clause 7.8, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must either post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call our Online Shop Customer Service Team on 0344 892 0068 (available Monday to Friday between 9 am and 5 pm) or email us at [boschukeshopsupport@uk.bosch.com](mailto:boschukeshopsupport@uk.bosch.com) for a return label or to arrange collection.
- 7.10 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.
- 7.11 **When you own goods.** You own a product which is goods once we have received payment in full.
- 7.12 **What will happen if you do not give required information to us?** We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website. We will contact you in writing or by phone to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.13 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the product to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.14 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent

or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two weeks and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

## 8. YOUR RIGHTS TO END THE CONTRACT

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see clause 11**;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2**; and
- (c) **If you have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than two weeks; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.7)).

8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 **Our goodwill guarantee.** Please note, these terms reflect the goodwill guarantee offered by Robert Bosch Limited of Broadwater Park, North Orbital Road, Denham, Uxbridge UB9 5HJ to its UK customers, which is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed products (see clause 11.2):

<b>Right under the Consumer Contracts Regulations 2013</b>	<b>How our goodwill guarantee is more generous</b>
Consumer to pay costs of return.	We pay the costs of return.

- 8.5 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- (a) products that have been used;
  - (b) digital products after you have started to download or stream these;
  - (c) services, once these have been completed, even if the cancellation period is still running;
  - (d) any products which become mixed inseparably with other items after their delivery.
- 8.6 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.
- (a) **Have you bought services?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
  - (b) **Have you bought digital content for download or streaming?** If so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
  - (c) **Have you bought goods?** If so you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**
    - (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

## 9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

- 9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- (a) **Phone or email.** Call the Online Shop Customer Services Team on 0344 892 0068 (available Monday to Friday between 9 am and 5 pm) or email us at [boschukeshopsupport@uk.bosch.com](mailto:boschukeshopsupport@uk.bosch.com). Please provide your name, home address, order number, phone number and email address.
  - (b) **Online.** Complete the form at <https://shop.bosch-professional.com/gb/en/service/return-goods>.
  - (c) **By post.** The most efficient and recommended method to end your contract with us is via phone, email or online (as described above). However, if you wish to inform us via post that you want to end your contract simply write to us as at Bosch Professional Power Tools Online Shop, PO Box 98, Uxbridge UB9 5HN stating your name, home address, order number, phone number and email address. On receipt of your letter and validation, we will contact you to arrange the return of the product. **Note. Please do not post the product to us at this stage.**

- 9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call the Online Shop Customer Services Team on 0344 892 0068 (available Monday to Friday between 9 am and 5 pm) or email us at [boschukeshopsupport@uk.bosch.com](mailto:boschukeshopsupport@uk.bosch.com), for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 9.3 **When we will pay the costs of return.** We will pay the costs of return:
- (a) if the products are faulty or misdescribed; or
  - (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.
- 9.4 **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.5 **Deductions from refunds.** If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. See our Returns page at <https://shop.bosch-professional.com/gb/en/service/return-goods> for information about what handling is acceptable and examples. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
  - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within two to five working days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
  - (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 9.6 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see <https://shop.bosch-professional.com/gb/en/service/return-goods>.
  - (b) In all other cases, your refund will be made within 14 days of you telling us you have changed your mind.

## 10. OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- (c) you do not, within a reasonable time, allow us to deliver the products to you; or
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services.

## 11. IF THERE IS A PROBLEM WITH THE PRODUCT

11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our After Sales Customer Services Team at 0344 736 0109 or write to us at [boschukeshopsupport@uk.bosch.com](mailto:boschukeshopsupport@uk.bosch.com), and for all queries at Robert Bosch Limited, P.O. Box 98, Uxbridge UB9 5HN.

11.2 **Summary of your legal rights as a consumer.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### Summary of your key consumer legal rights

This is a summary of your key consumer legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund;
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases; and
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

If your product is **digital content**, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement;
- if the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back; and
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

If your product is **services**, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;

- if you haven't agreed a price upfront, what you're asked to pay must be reasonable; and
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

**Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 0344 892 0068 (available Monday to Friday between 9 am and 5 pm) or email us at Bosch Professional UK queries: [boschukeshopsupport@uk.bosch.com](mailto:boschukeshopsupport@uk.bosch.com) or Robert Bosch Limited, P.O. Box 98, Uxbridge UB9 5HN for a return label or to arrange collection.

## 12. PRICE AND PAYMENT

- 12.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.
- 12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.3 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.4 **When you must pay and how you must pay.** We accept payment via major payment methods, including Visa, MasterCard, Maestro, American Express and Diners Club. When you must pay depends on what product you are buying:
- (a) for **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you;
  - (b) for **digital content**, you must pay for the products before you download them; and
  - (c) for **services**, we will agree the payment terms with you in advance of purchase.
- 12.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclay's Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

**13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU AS A CONSUMER**

**This clause 13 only applies if you are a consumer.**

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. If defective digital content which we have supplied damages a device or digital content belonging to you we will either repair the damage or pay you compensation.

13.3 **We are not liable for business losses.** If you use the products for any commercial, business or re-sale purpose then the provisions of clause 14 apply.

**14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU AS A BUSINESS**

**This clause 14 only applies if you are a business customer.**

14.1 **Internal business use only.** We only supply the products for internal use by your business, and you agree not to use the products for any resale purposes.

14.2 **Liability which is not limited or excluded.** Nothing in these terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

14.3 **Liability which is excluded.** Subject to clause 14.2, we will under no circumstances whatever be liable for any:

- (a) loss of profits (whether direct or indirect) whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms;
- (b) indirect or consequential loss whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms; or

- (c) ex gratia or other compensatory payments made to a third party by you or on your behalf, arising under or in connection with these terms.
- 14.4 **Limit on liability.** Subject to clauses 14.2 and 14.3, our total liability to you in respect of all other losses (including indemnified losses) arising under or in connection with these terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price paid for the goods, services and/or digital content.
- 14.5 **Exclusion of implied terms.** Except as expressly stated in these terms, we do not give any representation, warranties or undertakings in relation to the products. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the products are suitable for your purposes.
- 15. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 15.1 **How we will use your personal information.** We will use the personal information you provide to us:
- (a) to supply the products to you;
  - (b) to process your payment for the products; and
  - (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.
- 15.2 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**
- 16. OTHER IMPORTANT TERMS**
- 16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.
- 16.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee at clause 8.4 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.
- 16.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 16.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

16.6 **Which laws apply to this contract and where you may bring legal proceedings?**

- (a) **If you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- (b) **If you are a business.** The contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims).

## TERMS AND CONDITIONS FOR USE OF PROMOTIONAL CODES

- (a) The offer is only open for a limited time. The promotional code will not be valid once the end date specified on the voucher has passed.
- (b) Only promotional codes issued by the Bosch Professional Online Shop will be valid for this offer. Any promotional codes issued by a third party will be invalid and may not be used.
- (c) Promotional codes will only be valid for orders placed at <https://shop.bosch-professional.com/gb/en/>.
- (d) Unless otherwise stated, promotional codes are not valid in conjunction or in combination with any other promotions or discounts.
- (e) Promotional codes cannot be used in conjunction with any existing orders placed on the Bosch Professional Online Shop.
- (f) Only one promotional code can be used per order.
- (g) The promotional codes only apply to qualifying items and are subject to availability. Certain products may be excluded from the offer.
- (h) The promotional codes have a cash value of GBP £0.001 and are not transferable or assignable.
- (i) If you place an order using a promotional code and then return or cancel that order, the promotional code will not be refunded and the promotional code cannot subsequently be re-used.
- (j) Where the promotional code has a minimum order requirement, taxes, shipping and handling, and gift wrap will not apply when determining the minimum order value.
- (k) The promotional code will be invalidated if you breach any of the promotional code terms.
- (l) We reserve the right to modify these terms and conditions or cancel the offer at any time without further notice.