

## **Returns, Refunds & Exchanges**

1.1 If you are a consumer and return a Product to us because you have cancelled the Contract between you and us within the seven working days cooling-off period (see clause 6.1 in our general terms and conditions), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you gave notice of cancellation. In this case, we will refund the price of the Product in full excluding any applicable delivery charges. You will be responsible for the cost of returning the Product to us. For the avoidance of doubt, the rights under this clause 1.1 shall only apply to those persons who are natural persons contracting as consumers. All goods supplied are on a back to base return policy and must be returned to HO-G at the customer's charge.

1.2 If you are not a consumer and subject to clause 1.3 and clause 1.4 if:

(a) you give notice in writing to us within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in Clause 14.1 of our general terms and conditions; and

(b) we are given a reasonable opportunity of examining such Products; a

(c) you (if asked to do so by us) return such Products to our place of business,

we shall, at our option, repair or replace the defective Products, or refund the price of the defective Products in full. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

13.3 We shall not be liable for Products' failure to comply with the warranty set out in Clause 14 of our general terms and conditions if:

(a) you make any further use of the Products after giving notice in accordance with Clause 11.2 of our general terms and conditions; or

(b) the defect arises because you failed to follow our oral or written instructions as to storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice; or

(c) the defect arises as a result of us following any drawing, design or specification supplied by you; or

(d) you alter or repair such Products without the written consent of us; or

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

1.4 In the case of Products which are delivered to you by signed-for delivery, you should inspect the Products prior to signing for delivery. If you are not a consumer, we shall not be liable for any obvious damage or defects to Products which would have been apparent on inspection at the point of delivery if you have signed for the delivery of the Products without noting on the delivery paperwork that the Products are “damaged”. If upon such inspection at the point of delivery you discover damage or defects to Products you should either refuse delivery or clearly write “damaged” on the delivery paperwork which you are requested to sign. Marking the goods as ‘unchecked’ is not a satisfactory response and any claim will be rejected.

1.5 For the avoidance of doubt, we have no obligation to accept the return of a Product by you and provide a refund unless you are a consumer and:

(a) You have cancelled the Contract within the seven working days cooling-off period in compliance with clause 6 in our terms and conditions: or

(b) The Product fails to conform to the warranty in clause 14.1 of our general terms and conditions; or

(c) You have a legal right to receive a refund.

1.6 Goods must be returned at your cost, the original delivery charge incurred will not be refunded.

1.7 With the exception of any refund to be made in the circumstances described in clause 1.5 or pursuant to clause 1.2, if we in our complete discretion agree to accept the return of a Product in exchange for a refund of the price paid we shall be entitled to charge you a handling charge of between 20-30% of the total amount charged in respect of your order for the Product concerned. Any such handling charge shall be payable on demand by us and if payment has been received for the Product concerned will be deducted from the refund of the price to be paid to you.

1.8 Goods can only be accepted back to our warehouse with a RMA number provided by your account manager, we cannot be held liable for goods returned without this RMA reference number.

Our full terms and conditions can be found online or can be requested from any of our team.

For further help or assistance please contact [david@egcscotland.co.uk](mailto:david@egcscotland.co.uk)