

EDITION: OCTOBER 2016

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 Customer Contact Centre Team on 0344 736 0109 or by writing to us at either boschservicecentre@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. OUR SERVICE CONTRACT WITH YOU

- 3.1 **Repair Service.** You are booking a repair of your product using our online system (subject to any changes which may be agreed with you and confirmed in writing following submission of the online form). To do this you will need to agree to the terms and conditions below.
- 3.2 **Information provided by you.** Please ensure that the information you submit in your online form for the order of services is correct. Should the address, product, warranty or fault details be incorrect we reserve the right to not carry out a repair and charge you as detailed below. Please note that we need the exact details of your product in order to carry out the repair and select the correct replacement spare parts if required. The details we require are the product code and serial number. These can be found on the nameplate of the tool. For help finding these please refer to our online form at <http://www.bosch-professional.com/collectionform/professional/collectionForm.htm>. For warranty claims a proof of purchase will also be required.

Package Requirements. Products for return need to be securely packaged for transportation. The carrier may refuse to take products which are not securely packaged, or packaged in such a way as to be dangerous to the handler. Lithium ion products may be classified as dangerous goods for transportation under European Law and require a specific packaging and labelling process to be followed. Please call the contact centre on 0344 7360109 for further information.

- 3.3 **Chargeable Repairs.** If a product is out of warranty the repair will be chargeable. Even if a product is under warranty, we may still have to charge for specific types of repairs. Please see our warranty terms for DIY at <https://www.bosch-do-it.com/gb/en/diy/service/warranty/index.jsp> & for Professional at https://www.bosch-professional.com/gb/media/gb/professional/files_6/service_6/warranty_en-gb.pdf.
- 3.4 **Under Warranty Repairs.** If a repair takes place under warranty, the warranty does not restart. The proof of purchase remains the start date for the warranty period. The warranty period for spare parts fitted within the warranty period of the product ends with the expiry of the warranty of the product as a whole.
- 3.5 **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.
- 3.6 **If we cannot accept your order.** If we are unable to accept your order at the point of order confirmation or on a subsequent date:
- (a) due to the replacement parts being out of stock, unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the services, we will inform you of this in writing, will return your product to you (unless otherwise agreed) and will not charge you for the services.
 - (b) for reasons due to the incorrect content of a submitted order form, non-adherence to the customer obligations or the product is unrepairable we will inform you of this in writing and issue you with a refund for the services, however we reserve the right to charge an administration fee up to £20 to compensate us for any work that is required, including dealing with your order, inspecting your product and return of the product. This might be because you have incorrectly described the fault relating to the product and therefore the product is more expensive to repair or unrepairable, the product has been incorrectly described as in warranty, the repair does not meet the warranty criteria or only part of the repair is covered by warranty, you have not adequately packaged the product for transit and it has become further damaged, and you choose not to accept (where this is possible and offered by us) a corrected price for the services.
- Please note that in order to inspect your tool prior to undertaking the services, we will have to dismantle the product, therefore, if we are unable to accept your order due to any reason, the product will be returned to you disassembled.
- 3.7 **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.
- 3.8 **We only deliver to and collect from the United Kingdom mainland. This excludes Northern Ireland, the Scottish Highlands and Islands, the Isle of Wight ,the Isle of Man & the Channel Islands.** Our website is solely for the promotion of our products in the United Kingdom mainland. Unfortunately, we do not deliver to or collect from addresses outside of the United Kingdom, the Scottish Highlands and Islands, the Isle of Wight, the Isle of Man or the Channel Islands. The availability of goods and/or services, the delivery times and charges may vary depending upon the destination.

4. SERVICES

4.1 **Products may vary in appearance from their previous form.** Although we will make every effort to retain the previous form of your product, in order to adequately repair your product we may have to alter its appearance slightly.

4.2 **Future Faults.** Please note that a fault in the product in the future which shows similar symptoms covered by the initial repair may be due to another fault or a different component. A 3 month warranty period is provided for parts used in a fixed price repair. Any existing warranty is separate to and unaffected by the warranty on new parts.

5. COLLECTION OF PRODUCTS OR PROVIDING THE RETURNED PRODUCTS

5.1 **Delivery costs.** The costs of delivery will be included in the price displayed to you online.

5.2 **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 practicable but in any event within 8 weeks.

Note. A signature by a person aged 18 or over is required for all deliveries and collections. An attempted delivery on the delivery date or collection on the collection date means that we have delivered on time. Delivery and collection windows shall be [8 a.m. to 6 p.m.]

Note. Please note that we reserve the right not to deliver or collect 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 and shall endeavour to complete the services within a reasonable time period. We aim to review all repair requests within 5 working days subject to part availability and workload we shall keep you updated on the key stages of the repair of your product.

5.3 **We are not responsible for delays outside our control.** If our supply or collection of the products or services 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 services you have paid for but not received.

5.4 **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 or arrange collection, we will leave you a note informing you of how to rearrange delivery or collection or collect the products from a local carrier collection point.

5.5 **If you do not re-arrange delivery or collection.** If after a failed delivery or collection to you, you do not re-arrange delivery or collection, 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/collection costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and dispose of your product after three months.

5.6 **If you do not allow us access to provide services.** If you do not facilitate collection of the product as agreed 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 collection of the product we may end the contract.

5.7 **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.

5.8 **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 services to you. If we have not requested this information on your order form for service, 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 the services if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6. CANCELLATION RIGHTS

6.1 **You are entitled to change your mind.** Subject to the terms in paragraph 6.2 below, you are entitled to cancel this contract. If you wish to cancel you must do so in writing and deliver it personally or send it in writing to the address stated at the start of these terms. You have 14 days after the day we email you to confirm we accept your order to do so. However, once we have started or completed the services you cannot change your mind (please see 6.2 below).

6.2 **When you don't have the right to change your mind.** You have requested that we begin work immediately on receipt of your product which means we may begin work before the end of your statutory period of cancellation. If you cancel this contract and we have already started work on your service by that time, you will be liable for any costs we reasonably incurred in starting to fulfil this agreement and the cost of the services provided to you by the time of cancellation (even if the cancellation period is still running) and this charge will be deducted from any refund that is due to you, or if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us. The deduction amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. If we have completed the services you shall be liable for the full cost without deduction.

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

7.1 **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 our Customer Contact Centre on 0344 736 0109 Customer Contact Centre or email us at boschservicecentre@bosch.com. Please provide your name, home address, order number, phone number and email address.

Online. Complete the form at

<https://www.bosch-professional.com/gb/en/service/downloads/service-information/service-information.html>

(b) **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 Service Centre 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.

7.2 **How we will refund you.** We will refund you the price you paid for the services, by the method you used for payment. However, we may make deductions from the price, as described above in relation to an administration fee which may arise or charge for service already delivered and/or completed.

7.3 **When your refund will be made.** Your refund will be made within 14 days of you telling us you have changed your mind

8. OUR RIGHTS TO END THE CONTRACT

8.1 **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.

9. IF THERE IS A PROBLEM WITH THE SERVICES

9.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can telephone our Customer Contact Centre at 0344 736 0109 or write to us at boschservicecentre@bosch.com and for all queries at Bosch Service Centre, P.O. Box 98, Uxbridge UB9 5HN.

9.2 **Summary of your legal rights.** In the unlikely event that there is any defect with the services please contact us and tell us as soon as reasonably possible. We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

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

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.

10. PRICE AND PAYMENT

- 10.1 **Where to find the price for the services.** The price of the services (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 services advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the services you order.
- 10.2 **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 services, 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.
- 10.3 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service'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 service'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 return of any goods provided to us by you.
- 10.4 **When you must pay and how you must pay.** We accept payment via major payment methods, including Visa and MasterCard . When you must pay depends on what product you are buying and we will agree the payment terms with you in advance of purchase.
- 10.5 **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.
- 10.6 **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.
- 10.7 **Price Changes.** Our prices may change at any time, but price changes will not affect any order we have confirmed with you.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 **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.
- 11.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.**
- 11.3 **We are not liable for business losses.** If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 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.

12.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

13. OTHER IMPORTANT TERMS

13.1 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.

13.2 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 **Error! Reference source not found.** 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 .

13.3 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 13.2 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.

13.4 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.

13.5 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.

13.6 Which laws apply to this contract and where you may bring legal proceedings? These terms are governed by English law and you can bring legal proceedings in respect of the services 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.