STANDARD TERMS AND CONDITIONS OF SALE

Payment Terms & Title

If you have an established credit account, our terms are 30 days from invoice date and all goods will remain the property of Keylink Limited until paid for in full. If you do not have a credit account, your order will only be processed once full payment has been received. Payment can be made in any of the following ways:

GBP payments - by credit/debit card, direct bank transfer or cheque (subject to a delay of 5 working days for clearance).

EURO payments - by credit/debit card or direct bank transfer. We regret we do not accept cheques denominated in euros.

Please note that as part of our Fraud Prevention Measures, all payments by credit or debit card are subjected to stringent security checks including address and postcode verification. Any transactions where one or more of these checks are failed may be rejected by our Payment Services Provider. For your added protection, we do not store your card details.

Setting up a Credit Account

To set up an account, you should fill in a customer details form which can be sent to you or downloaded from our website. Please note that credit facilities may be reduced or withdrawn without notice if invoices are not paid in accordance with our standard payment terms.

Prices & VAT

All prices are quoted net of VAT and may be subject to alteration at any time and without prior notification. Prices are correct at time of going to press, errors and omissions excepted. Please note that we will always endeavour to maintain up-to-date prices on our website.

For orders dispatched and invoiced to customers in EU countries, UK VAT will not be charged provided we have a verified local EORI number for you. Import duties may also be payable by you separately, if applicable.

Invoices and statements

Invoices and statements are delivered by email. Customers requiring invoices and statements to be posted will be charged £1.50 + VAT per order. Customers can update their email preferences at: www.keylink.org/consentmanager or call 0114 245 5400.

Discount Policy

You can benefit from one of the following discount structures based on your annual turnover:

Price Band Discounts – if eligible, you will receive a fixed discount of 3%, 5% or 10% on all your orders, depending on your turnover with us over the previous 12 months. Price band discounts will be reviewed and automatically amended as appropriate every 3 months.

Order Value Discounts – if you are not on a price band, you will get a 5% discount on orders over £800 or a 10% discount on orders over £1600 (excl VAT).

Please note that if you opt to benefit from order value based discounts, you cannot switch back to price bands for 12 months. Your discounts may be withdrawn without notice if invoices are not paid in accordance with our standard payment terms. Keylink also reserve the right to make changes to the discount structure without prior notice at any time.

Stock Availability & Delivery Options

Guaranteed Same Day Dispatch

Your order will be sent out on the same day for next business day delivery (UK mainland only) provided that:

- Keylink is open and trading on that day.
- Your order is received by us before 3pm (before 11am for palletised orders)
- All the items on your order are in stock and no samples, cutting, assembly or foil-blocking are required as part of the order.
- There are no outstanding account/credit related issues.

Please note that in exceptional circumstances, particularly in the run-up to Christmas, we reserve the right to change the terms of this guarantee or suspend it entirely, without prior notice, although we will still always do our best to dispatch urgent orders the same day.

Out-of-Stock Item

If most items on your order are available, we will normally send out what we can with the balance to follow in a single delivery at our cost once all the remaining items become available. If a significant proportion of the items on your order are not in stock, we reserve the right to delay dispatch of the whole order until everything becomes available.

 ${\it Please note that if you are based in the Scottish Highlands or overseas, we will only dispatch out-of-stock items with your next order.}$

Shelf Life

Many products have a specified shelf life from the date of manufacture. Products are not considered short-dated until 8 weeks before their best before/use by date, with the exception of nuts, which are considered short-dated 5 weeks before.

Delivery Charges & Times

UK Mainland (excl. Scottish Highlands)

Orders over £150 ex VAT are delivered free of charge. For orders below £150 ex VAT, there will be a delivery charge of £8 (plus VAT). Delivery will be on a next day service.

UK Highlands and Islands

Delivery will be on a 2 day service with delivery charged as a percentage of order value, subject to a minimum delivery charge per order.

Region	Delivery Charge %	Minimum Charge	
Northern Ireland	9%	£13.00	
Scottish Highlands & Islands	6%	£11.00	
Channel Isles & Isle of Man	9%	£13.00	
Scilly Isles	22%	£22.00	

Orders from EU Countries and Rest of World

Delivery will be charged as a percentage of order value, subject to a minimum delivery charge per order.

Please contact us for an up-to-date tariff, transit times and exclusions. For larger orders, please contact us directly as we may be able to offer you better carriage rates. In addition, our carriers may charge a separate customs clearance charge which will be payable directly by you.

Where delivery dates are given, they are given in good faith and in the event of a delay, Keylink Limited will not be liable for any consequences of such a delay and shall remain entitled to deliver the goods to you and to receive payment for them. Where

a delivery date has not been specified by you, or you have not taken delivery of an order within one month of the scheduled delivery date, we will be entitled to deliver the goods to you and to receive payment for them.

Timed Deliveries

Where a delivery has to be booked in or is requested for a specific time, an extra charge may be made for this service.

Aborted Collections (UK Orders only)

If a collection is aborted because there is no one at the collection address, a charge of £10 may be made to cover the additional costs invoiced to us by our carrier.

Returns, Refunds & Cancellations

No goods are sold on a "Sale or Return" basis.

Orders for standard items may be cancelled at any time prior to dispatch with our consent however we reserve the right to refuse consent where items have been bought in especially for you.

Goods should be inspected at the time of delivery and any damages or shortages must be reported to us within 3 days of receipt of the goods for a credit to be given.

If you are unable to inspect the goods at the time of delivery, please ensure that the goods are signed for as "goods unchecked" from the carrier. Without this, we will be unable to make a claim from the carrier for damages.

If goods are ordered incorrectly and where we are able to accept them back, there may be a handling charge linked to the size of the consignment. In no circumstances will we accept goods back if they have been opened or returned to us in poor condition or with the original packaging marked or damaged. Orders for personalised products or 'To Order' items that have been brought in especially for you cannot be cancelled after confirmation of the order.

Liability

 $\label{thm:customer} \textbf{Keylink Limited shall not be liable to the customer for any consequential loss of any kind howsoever caused.}$

Please note also that with regard to product labelling:

- You should not rely on website filters alone but should always also refer to the product specification
- 2. You should always check that the label on each product received matches the product specification

Privacy Policy

Our privacy policy explains how we manage your data, how it is shared, and why it is important to us. We only collect and use data in the normal course of running our business. We do not share your data with third parties except where necessary to fulfil your orders or send you information such as our catalogue.

WE USE YOUR DATA TO PROCESS YOUR ORDERS

This will be your name, company details, invoice address, delivery address, email address, phone number and VAT number (if outside the UK). This data is shared with our carriers (DPD) to enable them to deliver your order to you. With your consent, Keylink/DPD will also:

(a) use your mobile number and/or email address to enable you to manage your delivery slot.

(b) use your email address to send you order acknowledgements, invoices and statements WE USE YOUR DATA TO UPDATE YOU ABOUT PRODUCTS OR TYPES OF PRODUCTS YOU HAVE RECENTLY BOUGHT OR ORDERED, OR GENERAL KEYLINK AND INDUSTRY NEWS

This information will be sent to you by Keylink in one of the following two ways:

(i) online by message in your mailbox on the Keylink website

(ii) offline by post or with an order

In the case of online messages, with your consent we will also use your email address to send you a copy of the message by email.

HOW WE COLLECT AND MANAGE YOUR DATA

We will collect data through the Keylink website, by phone, by email or mail.

We promise to collect, process, store and share your data safely and securely. We'll also endeavour to ensure that the other businesses we work with are just as careful with your data.

You can review and change your consent settings at any time through the 'Consent Manager' page in the 'My Account' area of the Keylink website.

