

REBEL TRADING COMPANY UK LIMITED.

316 Padholme Road East, Rivercircle Industrial Estate, Peterborough, Cambridgshire, UNITED KINGDOM, PE1 5XL. Company Registered No. 6884385

> VAT NUMBER: 110477251 SALES OFFICE: 0044 (0) 7710358499 WORKSHOP: 0044 (0) 7944 470 634

> > www.rebelstagegear.com

TERMS AND CONDITIONS

- 1. Definitions
- 1.1. Charges
- 1.1.1. Means the charges payable by the Customer for Goods or Service provided by Rebel trading company.
- 1.2. Company
- 1.2.1. Means 'Rebel Trading Company (UK) Ltd.', V.A.T. Registration Number 110 4772 51.
- 1.3. Contract, Order, Or Agreement
- 1.3.1. Means any Contract, Order, or Agreement between the Customer and Rebel trading company in regard to the sale of goods or the provision of service subject to these terms and conditions. 1.3.2. Any Contract, Order, or Agreement requires the Rebel trading company's acceptance.
- 1.4. Customer which may also be referred to as the client or billpayer
- 1.4.1. Means the entity engaging in a Contract, Order, or Agreement with Rebel trading company.
- 1.5. Goods or Service
- 1.5.1. Means any Goods or Service provided by Rebel trading company to the Customer subject 2 to these terms and conditions.
- 1.5.2. Any service, or advice, which may be offered by Rebel trading company to its Customers, is offered in good faith. Rebel trading company shall not be liable for any loss or damage arising from such service or advice.
- 1.5.3. Goods or Services are provided as is, the Company accepts no liability for the Customers equipment required to use the Goods or Service.
- 1.6. package or product
- 1.6.1. means the item/s you have purchased from us and that we have sent to the delivery address you supplied
- 1.7. Lead Time
- 1.7.1. Lead time means the expected time it takes to complete an order
- 1.7.2. The lead time starts from when the deposit payment has cleared into our bank account and not from the date you sent the payment
- 1.7.3. on occasion we may also give a date the production of the order will start for example 'orders will start at the beginning of June' the deposit must also have cleared by this date to allow production to begin. So the lead time would be as stated starting from beginning of June if the deposit has cleared.

- 2. Terms of Contract
- 2.1. These terms and conditions shall apply to any contract, order, or agreement with Rebel trading company.
- 2.2. Should any conflict arise, these terms and conditions shall apply and prevail over any other terms relating to the contract, order, or agreement with Rebel trading company.
- 3. Transfer of Property (Risk and Title)
- 3.1. Risk shall pass to the Customer upon delivery (DAP) if we have organised delivery or upon collection from Rebel Trading Company if the customer chooses to collect or arrange their own delivery.
- 3.2. Title (ownership) shall remain with Rebel trading company until all outstanding accounts with the Customer are paid in full. This does not give the Customer the right to return the goods or refuse the service. Rebel trading company retains the right to payment for the goods or service, and the Customers obligation to purchase the goods or service under this contract, order, or agreement remains, even though title has not passed.
- 3.3. Should the Customer act on their own account and sell on the goods or service prior to making payment in full, the beneficial entitlement of Rebel trading company may, at the company's discretion, move to the proceeds of the sale.
- 4. Warranty and business interruption.
- 4.1. Rebel trading company warrants to the Customer that any goods or service provided, are provided with due care and technical skill.
- 4.2. Goods and services may at times be subject to downtime or interruption due to maintenance and/or failure or other events deemed as 'out of the Company's control'. The Company accepts no liability whatsoever for expected lead times not being met or losses incurred due to such downtime or interruption.
- 4.3. Every effort is made to ensure the accuracy in content of all forms of communications between the Customer and Rebel trading company. The Company gives no warranty for any inaccuracies in its communications with the Customer and accepts no liability for them.
- 4.3.1 Warranty is only given to all orders that have been accepted via Xero Portal (see article 9)
- 4.3.2 warranty is for the accepted quotation/invoice and details of the quotation/invoice.
- 4.3.3 warranty is not given to any order that has not been accepted online.
- 4.3.4 warranty is not given to any product / modification change from the original accepted quotation.
- 4.3.5 warranty is not given too orders that have been changed due to appearement.
- 4.4. Lead times given are not guaranteed, it is an expected time of completion only, Rebel trading company cannot be held responsible if expected lead times are not met.
- 4.5. Product warranty; depending on the product type, a product specific warranty will be given to cover against defects, this warranty does not cover the cost of any delivery costs, duty or taxes incurred.
- 4.6. If the nature of the defect or damage cannot be agreed upon between Rebel and the customer then we may seek advise from an external third party to determine the nature of the cause. If it is deemed that Rebel are not at fault then the customer may be liable for these costs
- 4.7. The warranty is between Rebel Trading Company and the billpayer. If the customer/ billpayer sells the product purchased from us on to a third party then the warranty we have offered becomes void.
- 5. Charges, Taxes, Duties, Terms of Payment, and Payment Methods
- 5.1. V.A.T. will be charged at the appropriate rate at the time of invoice for all UK orders.

- 5.2. Rebel trading company reserves the right, at any time, to change any charges for goods or service, at its discretion. This is especially the case in regard to renewals of contracts, orders, or agreements.
- 5.3. Terms of payment will be agreed with customer on acceptance of order.
- 5.4. Payment terms include: Cash Account (No Credit) and Stage Payments. The appropriate payment term will be selected based on the Customer and Order/ Contract/Agreement. We require a 50% non-returnable deposit before orders commence.
- 5.5. Should payment terms not be agreed at time of order acceptance, the terms of payment will be set at strictly cash account.
- 5.6. Rebel trading company reserves the right to interest on late payments and to claim compensation for any debt-recovery costs incurred.
- 5.7. Rebel trading company does not agree to any terms imposed by the Customer that remove Rebel trading company right to claim late payment interest or compensation.
- 5.8. Payment Methods include BACS and electronic bank transfers direct to our bank account (or via PayPal for certain customers).
- 5.9 The payment balance must be received within 7 days of completion of order.
- 5.10. Rebel trading company only accept payments made in GBP £ currency. The Customer must pay their own bank charges and not transfer them to Rebel trading company. Rebel trading company reserves the right to charge the Customer for any bank charges or for currency conversions incurred if a payment is made in another currency.
- 5.11. Rebel trading company prices are quoted in Pounds Sterling (GBP) and are subject to VAT at the current rate of 20%. VAT is payable by all customers within the United Kingdom (UK) or orders that are collected from us in the UK or delivered to a UK address.
- 5.12. Countries outside the UK have their own duty/tax system which will be payable by you (the Customer) when the package arrives in your country, please check with your local government offices for further details.
- 5.13.a. Import and Duty taxes for all products outside of the UK; Our Company Rebel Trading Company UK Ltd does not take any responsibility for any import taxes, customs charges or administration fees or extra charges payable on orders made from a customer outside of the UK. It is the Customer's responsibility to cover all charges related to Customs and the import of goods. Please check with your local government office for further information.
- 5.13.b. It is the customers responsibility to ensure that their country allow the importation of whichever product you order from us and to ensure there are no restrictions.
- 5.13.c. If for any reason a product is
- 5.14. All currency conversions quoted are given as a guide only and are subject to change with day-to-day currency fluctuations.

6. Lead time and Delivery

- 6.1. We will estimate a lead time with your quote, this is the time we expect it to take for your order to be completed and does not include delivery time.
- 6.2 Lead times are an estimate, and we try to keep them as accurate as possible, if our workload increases so does the lead time. Please check the lead time at the time you intend to place your order just in case the lead time has changed since we supplied your quote.
- 6.3. Rebel Trading Company Ltd are not responsible for any delays to your order are a result from events outside of our control.
- 6.4. If the Customer requires delivery of goods, it will be arranged with Rebel trading company and be subject to these terms.
- 6.5. Rebel trading company will make every effort to meet delivery dates but offers no warranty and accepts no liability for loss or damage incurred or delays in the delivery process.

- 6.6. The Customer will inspect goods on delivery and sign as damaged with courier in the event of a damaged delivery.
- 6.7. The customer will notify Rebel trading company of any problems within 24 hours of the delivery. After this time, Rebel trading company will conclude that the delivery was acceptable.
- 6.8. Rebel trading company is not liable for any delivery delays caused by the courier service, by customs, weather, natural disasters, late payment clearances or any unforeseen circumstances. Delivery lead times are approximated only and are not guaranteed.
- 6.9. Damaged/ lost during transit Please 'sign as damaged' on receipt of goods if damage is evident. For evident damage or damage seen upon opening please contact us within 24hrs by email and supply photos of packaging and damage and full written details so that we can begin the claim procedure. Please keep all packaging and do not remove the product from the delivery address until the courier company have returned to inspect it.
- 6.10. Rebel trading company is not responsible for any loss or damage during transit. We (Rebel trading company) take out extra insurance for all goods leaving the UK, but we cannot guarantee that the insurance company will fully compensate.
- 6.11. for deliveries outside the UK we arrange delivery. To Zero rate the vat we require specific paperwork and organising our own delivery is the only way to ensure this. If you prefer to organise your own delivery, there is no guarantee that the paperwork you provide will meet the strict requirements required to zero rate the 20% vat so we will class this as a UK sale and 20% vat will be charged.

7. Customer Obligations

- 7.1. All material supplied by the Customer to Rebel Trading Company UK LTD. Including digital media must not breach any Copyright, Patent, Intellectual Property, Trademark, or such like laws. Rebel trading company accepts no liability for material supplied by the Customer.
- 7.2. The Customer agrees to abide by any laws, regulations, statutory instruments, directives, acts, or such like laws applicable to their web site, domain name and its use. Rebel trading company accepts no liability.
- 7.3. Materials and products supplied by customers are done so at the Customers own risk please ensure your products are insured for the full value whilst out of your possession.
- 7.4 Orders upon receiving your quotation carefully ready through your quotations details to ensure your order is correct, you are required to ACCEPT or DECLINE the quotation.
- 7.5 DECLINE Declining a quotation. Your enquiry is completed no further action required.
- 7.6 ACCEPT acceptance of order. You acknowledge that the quotation details are correct and meets your requirements. Acceptance of the order also acknowledges agreement and time of deposit payment.

8 Liability

- 8.1. Any requests for Goods or Service by the Customer must comply with any applicable legislation, regulations, or statutory instruments. Rebel trading company accepts no liability for breaches made by the Customer.
- 8.2. The liability of Rebel trading company shall not exceed the charge for the Order, Contract, or Agreement. Rebel trading company accepts no liability whatsoever to the Customer for any direct or indirect losses and/or expense (including loss of profit) suffered by the customer.
- 9. Orders, acceptance of orders, Custom made orders, bespoke orders.
- 9.1 Orders upon receiving your quotation carefully ready through your quotations details to ensure your order is correct, you are required to ACCEPT or DECLINE the quotation.
- 9.2 DECLINE Declining a quotation. Your enquiry is completed no further action required.

- 9.3 ACCEPT acceptance of order. You acknowledge that the quotation details are correct and meets your requirements. Acceptance of the order also acknowledges agreement and time of deposit payment.
- 9.4. All products are custom made to order/ bespoke and based on the client's individual specifications therefore we cannot accept cancellations or returns. Custom made products are also non-refundable or returnable as covered under UK Distance Selling Law.
- 10. Cancellation of Contract and failure to pay
- 10.1. Should the customer wish to cancel an Order, Contract, or Agreement with Rebel trading company before completion they will be liable and billed for all costs incurred under the Order, Contract, or Agreement including time spent on the Order, Contract, or Agreement. Deposits are non-refundable.
- 10.2 Every effort will be made to contact a nonresponsive customer should the customer not engage in communication with in SIX months of last communication then the order will be either held in stock (chargeable storage) or sold on.

11. Data Protection

- 11.1. Any Customer data or information that is held on Rebel trading companies' computer systems will be treated as private and strictly confidential.
- 11.2. The Customer accepts that any email transmissions or electronic data passed over the Internet or available via a web site, is subject to online security threats. Rebel trading company will not be liable for any losses, information leaks or corruption due to online Internet threats.
- 11.3 Please refer to our privacy policy for further information

12. Force Majeure

- 12.1. Rebel trading company shall not be liable for any delays, failures, losses, and damages resulting from circumstances out of its control.
- 13. Insolvency of Customer / nonresponsive customer
- 13.1. If the Customer becomes bankrupt, goes into liquidation (other than for reconstruction or amalgamation), becomes subject to an administration order, or a receiver, administrator receiver or administrator is appointed to the Customers property or assets, or the Customer ceases to trade for whatever reason.
- 13.2. Rebel trading company reserves the right, without prejudice to any other right or remedy of Rebel trading company, to cancel any Orders, Contracts or Agreements and suspend any deliveries with no liability to the Customer.
- 13.3. If the Customer has outstanding accounts with Rebel trading company, the charges shall become immediately due for payment.
- 13.4. Every effort will be made to contact a nonresponsive customer should the customer not engage in communication with in SIX months of last communication then the order will be either held in stock (chargeable storage) or sold on.

14. Understanding the Terms and Conditions

- 14.1. We have tried to keep our Terms and Conditions as simple and easy to read as possible
- 14.2. If you are not sure about anything mentioned or stated within our terms and conditions and have any questions or would like further clarification, then please do not hesitate to email us at; info@rebelmicstands.com before placing an order with us.

14.3. By placing an order with us you are agreeing to our Terms and Conditions as set out in this policy