

## **Adams Gas: Terms and Conditions**

### **DELIVERIES**

#### **Delivery Charges**

Charges will apply dependent on quantity of cylinders orders, delivery location and how soon the stock is needed. Please speak to the agent to confirm.

Please note:

Gas cylinders are available for delivery by the Adams Gas stockist network throughout the country. If no stockist is available in your area, we can arrange for a bottle to be delivered to you via the Hazardous Goods Network couriers.

### **PAYMENT ON THE INTERNET**

This is dependent on the agent.

### **GUARANTEE AND RETURNS POLICY**

In the unlikely event that you are not completely satisfied with your purchase, you should return the goods (Sealed and unused) within 10 days of receipt in their original packaging undamaged in any way, and we will refund the full purchase price.

Should the goods be incorrect, faulty or damaged, we will meet the cost of return and replace or exchange any such goods. We will refund you for the price paid including the delivery charge.

In all other circumstances we will either exchange the goods or refund the amount paid less the postage and packaging.

### **LEGAL DISCLAIMER**

Adams Gas cannot accept responsibility for any loss, damage or accident arising from information or advice given on this website. The terms and conditions outlined above do not affect your statutory rights.

By purchasing from this site or agent you agree to abide by our Terms & Conditions.

### **YOUR USE AND STORAGE OF THE CYLINDERS**

You must not re-fill any of the cylinders with any gas or other substance or material whatsoever. If the cylinder is empty you should return it as soon as possible to us or to a stockist for a refund or exchange.

You must not at any time sell, hire, lease, assign, transfer, charge, mortgage, lend, abandon, damage, deface, alter, tamper, repair, service, fill or otherwise interfere with, dispose or part with the possession or control of the cylinders (other than by returning them to us or a stockist).

You are responsible for the cylinders for the duration of the contract; in particular you shall ensure that:

- a. the cylinders are kept and operated in a suitable environment and only used for the purposes for which they are designed, and operated in a proper manner in accordance with the safety instructions.
- b. You will at all times keep the cylinders in good condition (fair wear and tear only excepted), and provided that you will not repair or service the cylinders;
- c. You will not use the cylinders for any unlawful purpose; and
- d. You will ensure that at all times the cylinders remain identifiable as being our property.

### **GAS CONTAINED IN THE CYLINDERS**

The only substance, gas or other material which should be contained in the cylinders at any time is the gas as provided to you by the stockist.

We are not responsible or liable to you in any way in connection with any claims arising from or relating to your use of the gas. The contract relates only to the provision of the cylinders.

### **DEPOSIT AND REFUNDS**

A deposit is payable by you in respect of each cylinder provided to you by us. The total deposit sum must be paid to us in cleared funds or in cash via the stockist (acting as our agent) before the cylinders will be released to you.

The deposit paid for a cylinder will be refunded to you, in full when the cylinder is returned to us (either directly or via a stockist) provided such cylinder is in as good an operating condition as it was on the date it was provided to you by the stockist (fair wear and tear only excepted). If the Cylinder is not returned in accordance with this clause we shall be entitled to retain the Deposit.

### **INFORMATION ABOUT US AND HOW TO CONTACT US**

Thank you for visiting the agents website – further details are available at [www.adamsgas.co.uk](http://www.adamsgas.co.uk). We want you to be delighted with your purchase so if there is any more help that we can offer, or if you have any further queries or concerns please do not hesitate to contact us.

[www.adamsgas.co.uk](http://www.adamsgas.co.uk) is a trading style of Adams Homecentre Ltd, t/a Adams Gas, Registered Office at Strasbourg Street, Westwood Industrial Estate, Margate, Kent CT9 4JF

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### **OTHER IMPORTANT TERMS**

This contract is between you and us. No other person shall have any rights to enforce any of its terms. Each of the clauses of these conditions 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.

If we fail to insist that you perform any of your obligations under these conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

If any provision or part-provision of these conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

These conditions are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the courts of England and Wales.

The logo for Express Gases features the word "EXPRESS" in a bold, sans-serif font, with the "X" being significantly larger and more stylized. To its right, the word "GASES" is written in a similar but slightly smaller font. Both words are in all caps and are positioned above a thick, solid black horizontal line.