

## TERMS AND CONDITIONS

### UK ONLINE SALES AND USER ACCOUNT

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Effective: 1 February 2021

#### 1. Introduction

- 1.1. Please review the following terms and conditions carefully. They will apply to any products you purchase from us at our website - <https://www.abiinteriors.co.uk>.
- 1.2. In these terms and conditions, “we” or “us” means ABI INTERIORS INTERNATIONAL LIMITED, a company which is registered in England (company number 12954559) and whose registered office is at 8th Floor 4 More London, Riverside, London, United Kingdom, SE1 2AU and “you” means the person, organisation or entity that purchased the products or related services from us.
- 1.3. Please note that in some areas of these terms and conditions you will have different rights depending on whether you are buying products from us as a business customer or as a consumer. You are a consumer if you are an individual buying products from us wholly or mainly for your personal use (and not for use in connection with your trade, business, craft or profession).
- 1.4. If you have any questions about anything in these terms, or if you wish to make a complaint, you can contact us at any time. Please see Section 23 (Contact Us) below for further details of how to contact us.

#### 2. Our Products

- 2.1. We endeavour to ensure that all the products on our website are accurately described, and we rely on information provided to us by our suppliers. Unfortunately, on some occasions, it is possible that our website will contain errors and we reserve the right to correct any errors or inaccuracies at any time, including after you have placed an order.
- 2.2. In some cases, the products we offer for sale are made from natural or handmade materials, and there may be small variations between the product image(s) and the product you receive. We endeavour to ensure that all finishes are displayed accurately, but you should be aware that the finish may unintentionally appear inconsistent on different displays and screens. The shade of colour from screen to screen is not a fault or error. If you are a consumer you may return items based on this discrepancy but if you do so this will be classified as a ‘change of mind’ and the terms under Section 17 (Cancellation Rights if you are a Consumer) will apply to the return.
- 2.3. On rare occasions our suppliers find themselves unable to deliver products to us, or the products delivered are not of sufficient quality or workmanship for us to sell. We reserve the right to withdraw or change our products at any time. We cannot guarantee that any product you buy will be stocked in the future, or that any future products you buy will be the same as any previous product bought. Each time you buy a product, you should check the product description carefully.

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#### 3. User Accounts

- 3.1. You may register for an account with us ("Account"). You must be at least 18 (eighteen) years old and a resident of the United Kingdom to register for an Account. We may, at our discretion, refuse any Account registration by a person who is not 18 (eighteen) years old or a resident in the United Kingdom.
- 3.2. You must ensure that your username and password are kept secure and confidential. You are responsible for any activity on your Account. It is your sole responsibility to monitor and control access to and use of your Account.
- 3.3. When registering for, and using, your Account you agree not to:
  - 3.3.1. impersonate any other person;
  - 3.3.2. use your Account for any unlawful purpose;
  - 3.3.3. attempt to undermine the security or integrity of, or impair the functionality of, our website, or the ability of others to use the website;
  - 3.3.4. transmit or input any files, content or data that may damage any other person's computing devices or software, or that is offensive or in violation of any law; or
  - 3.3.5. attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver our website.
- 3.4. You agree to keep your Account information and contact details accurate, complete and current, so we can contact you about any order.
- 3.5. You may make copies of your information contained in your Account in any format and in doing so, you may make copies of reasonable portions of our website and the material and content of the website and your Account.
- 3.6. You can cancel your Account at any time. If you do so, you will be unable to access your Account or the information held in your Account (including your order history) but any orders you have recently placed will still be fulfilled.
- 3.7. We may suspend access to your Account or terminate your Account immediately if you breach, or we reasonably believe you have previously breached or are about to breach, any of these terms and conditions. We will tell you as soon as possible if we suspend or terminate your Account.

#### 4. Vouchers/Promo Codes, Gift Cards and Store Credit

- 4.1. You may use vouchers/promo codes, gift cards, or store credit as payment for certain products on our website. Vouchers/promo codes are offered onsite, through our sales team, or via promotional activity. Gift cards are available for purchase on our website, and store credit is only awarded at our discretion. In most cases, only one voucher or promo code can be used per order, but multiple gift cards/store credit can be used per order.

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- 4.2. We monitor the issuance and redemption of vouchers or gift cards. In the event of fraud, misuse, an attempt at deception (including self-referral) or in the event of the suspicion of other illegal activities in connection with the issuance or redemption of vouchers or gift cards, we may close or block access to your Account and/or require a different means of payment.
- 4.3. We may block vouchers or gift cards if notified by law enforcement that a gift card has been fraudulently obtained.

#### **5. Vouchers/Promo Code Conditions**

- 5.1. Vouchers/promo codes are valid only for the specified period stated on them and can only be redeemed in accordance with any special terms stated on them.
- 5.2. In most cases, only one voucher/promo code can be used per order unless otherwise stated.
- 5.3. Certain products may be excluded from voucher/promo code promotions, and unless specifically stated, vouchers/promo codes are not applicable to shipping costs.
- 5.4. Vouchers/promo codes cannot be redeemed for cash or to buy gift cards, out of stock, or sale items.
- 5.5. If you place an order for a product less than the value of a voucher/promo code, no refund or residual credit will be returned to you.
- 5.6. If the credit of a voucher/promo code/store credit is insufficient for the order you wish to make, you may make up the difference through payment by other means.
- 5.7. Where you return an item purchased with a voucher/promo code, we will only refund the final price you paid for that item.
- 5.8. We actively monitor misuse of vouchers/promo codes and reserve the right to deactivate vouchers/promo codes or block any person that is not using a voucher/promo code in accordance with its terms.
- 5.9. Total discount of voucher/promo codes are applied equally over each individual item on an order and are not to be redeemed for cash or a refund.
- 5.10. Additional, promotion specific terms and conditions may apply to any promo code. If this is the case these terms will be clear on our website and/or during the checkout process.

#### **6. Gift Card Conditions**

- 6.1. Gift cards are valid for 3 years from date of purchase.
- 6.2. Promotional offers cannot be used to purchase a gift card.
- 6.3. Gift cards can be redeemed against all products on our website at <https://www.abiinteriors.co.uk>.
- 6.4. Gift cards are non-transferable.

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- 6.5. Gift cards may not be returned or redeemed for cash.
- 6.6. If your order total is less than the value of the gift card, the remaining balance will be available to redeem against subsequent orders.
- 6.7. All remaining balances exceeding the value of your gift card must be paid via an alternate payment method.
- 6.8. All returned items which were paid for using a gift card, are redeemable for store credit only.
- 6.9. Gift cards will be sent to the email provided once the full order and payment has been processed.
- 6.10. We are not responsible for failed delivery of a gift card or credit note where the failure has occurred due to the email address provided being incorrect or non-existent. This is the sole responsibility of the purchaser of the gift card. You should ensure you double check any email address provided to us is correct.
- 6.11. We are not responsible if a gift card is lost, stolen, destroyed or used without permission.
- 6.12. We reserve the right to cancel a gift card if it is reported to us as having been lost, destroyed, stolen or used without permission or if it is being used fraudulently or in any way which is in breach of these terms and conditions.
- 6.13. Sales tax and shipping is applicable on any products purchased with a gift card.

### 7. Store Credit Conditions

- 7.1. Store credit is valid for 3 years from the date of issue.
- 7.2. Store credit can be redeemed against all products on our website at <https://www.abiinteriors.co.uk>.
- 7.3. Store credit is non-transferable.
- 7.4. Store credit may not be redeemed for cash.
- 7.5. If your order total is less than the value of the store credit, the remaining balance will be available and can be redeemed against subsequent orders.
- 7.6. Any remaining balance exceeding the value of your store credit must be paid via an alternate payment method.
- 7.7. All returned items which are paid for using store credit are redeemable for store credit only.
- 7.8. Store credit will be sent to the billing email address you provide to us.
- 7.9. We are not responsible if store credit is lost, stolen, destroyed, or used without permission.
- 7.10. We reserve the right to cancel store credit if it is reported to us as having been lost, destroyed, stolen or used without permission or if it is being used fraudulently or in any way that is in breach of these terms and conditions.
- 7.11. Sales tax and shipping is applicable on any products purchased with ABI Interiors Store Credit.

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#### 8. Discounts, Special Offers and Sale Products

- 8.1. From time to time, we may make available certain discounts or special offers for purchases on certain products as indicated on the website. Where this is the case, the discount or special offer will be applied during the checkout process.
- 8.2. Free shipping special offer is only valid on orders where final spend (excluding any taxes and including any discounts) is over five hundred GBP (£500) save that our free shipping special offer shall not apply to any bath deliveries.
- 8.3. Where a special offer and/or discount is available, this will be applied equally over the products which qualify for the special offer and/or discount, unless stated otherwise.
- 8.4. Special offers and discounts cannot be redeemed for cash, refund, gift cards or for store credit.
- 8.5. If a sale product or any product to which a discount or special offer was applied is returned for any reason in accordance with these terms, we will only refund you the price you paid for the sale product or the product after the discount and/or special offer was applied (and not the full price of the product).
- 8.6. We reserve the right to amend, vary or remove discounts and/or special offers at our discretion, other than where you have ordered a product and we have accepted that order.

#### 9. Sale Products

- 9.1. From time to time, we may temporarily reduce the price of certain products and place them 'on sale' as indicated on our website. These products are sale products.
- 9.2. Where you purchase any sale products our additional sale terms may apply to those products. These terms will be set out on the relevant sale webpage.
- 9.3. If a sale product is returned for any reason in accordance with these terms, we will only refund you the price you paid for the product (and not the full price of the product).
- 9.4. We reserve the right to place or remove sale products from being 'on sale' at any time at our discretion, other than where you have ordered a sale product and we have accepted that order.

#### 10. Orders

- 10.1. You may place an order with us by completing and submitting an online order form available on our website.
- 10.2. We may, at our discretion, accept or reject an order depending on a variety of factors, such as availability of the ordered products or our ability to validate payment for the products. You must not order products or services from us if you are less than 18 (eighteen) years of age or if you are not a resident in the United Kingdom. We may, at our discretion, refuse to fulfil any order by a person who is not 18 (eighteen) years old or a resident in the United Kingdom.

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- 10.3. Please choose your products carefully. Prices, product details and stock levels can change, therefore you should check the latest listing on our website before placing your order. It is your responsibility to check the order, (including all pricing, quantities and product information) before you complete the online checkout process.
- 10.4. Once you have submitted your order, we will acknowledge it via an acknowledgement confirmation email once your checkout process is complete. This email will include your order reference number, please keep this safe for future reference. This email does not mean we have accepted your order. We will not accept your order until your payment has been validated after which we will accept your order and a legally binding agreement will come into existence between us. Only these terms and conditions will apply in relation to the supply of the ordered products. No changes to these terms and conditions will be effective unless we both agree to the changes in writing save that we may change any product to:
- 10.4.1. reflect changes in relevant laws or to meet any relevant regulatory requirements; and/or
  - 10.4.2. implement minor technical adjustments and improvements only provided this will not affect your use of or the look of a product.
- If we are required to make any more significant changes to any product we will notify you and you may then choose to end the agreement between us and receive a refund for any products you no longer wish to receive.
- 10.5. Please note, if you are purchasing products as a consumer, you do have the right to cancel the agreement between us within a certain time. We have set out how you can do that in Section 17 (Cancellation Rights if you are a Consumer) below.

### 11. Availability

- 11.1. We do our best to keep in stock most products that are advertised by us. All stock availability, as represented on our website or by our sales or operations team, is accurate in accordance with our current stock levels, however, these stock levels are subject to change without notice.
- 11.2. If, for any reason, we cannot supply a product you have ordered, we will notify you over the phone or contact you using the details provided by you at the checkout process to amend or cancel your order. Alternatively, if we cannot supply a product because it is out of stock, but there is an expected time in which it will return to stock, we will discuss this with you and can place that product on 'backorder' until the product returns to stock. If you choose to place any product on 'backorder', we will contact you again to arrange for delivery once the product is back in stock. If you choose to cancel any part of your order, you will receive a refund for the cancelled products.

### 12. Price and Payment

- 12.1 If you are a consumer, the price payable for a product is the one set out on our website at the time you place your order.

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- 12.2. If you are a business, the price payable for a product is calculated by the price set out on our website minus our agreed discount with you.
- 12.3. All prices are inclusive of VAT. We make every effort to ensure prices and product information on our website is correct and up-to-date. Prices for our products displayed on third party websites may not be correct and we are not bound by them.
- 12.4. We accept Visa, Mastercard and Amex. We also offer payment through PayPal. As products are sold online, we do not accept cash.
- 12.5. Your credit card details will be encrypted to minimise the possibility of unauthorised access or disclosure and we employ the latest technology and use PayPal's Payflow secure payment gateway. However, in the absence of negligence on our part, we will not be legally responsible to you for any loss or damage (whether direct or indirect) suffered by you if your credit or debit card is fraudulently used or your information is used in an unauthorised manner by a third party.
- 12.6. If you have a promotional/voucher/coupon code, you will be prompted to enter the code at checkout, and this will generate a discount from your cart value or add an incentive. To activate, simply enter a valid code then click the "Apply" button. All promotional codes have a unique set of terms and conditions automatically applied when issued and are only valid at our discretion. If you are unable to use a promotional code, please contact us. Please see Section 23 (Contact Us) below for details on how to do so.
- 12.7. Your tax invoice will be sent to you when the items you have ordered are delivered. Your tax invoice is your proof of purchase and may be required for any warranty claims.

### 13. Delivery

- 13.1. We use a third party delivery company to deliver our products. You can see the delivery options available to you and you will be asked to select your preferred delivery option during the order process. The cost of any delivery option will be provided to you during the order process.
- 13.2. During the checkout process, we will provide you with an estimated timeframe for delivery of the products to you.
- 13.3. If our supply of the products is delayed by an event outside of our control we will contact you as soon as possible to let you know and 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 will be a substantial delay you may contact us to cancel your order (or any part of it) and to obtain a refund for the products you no longer want to receive.
- 13.4. Delivery of the products will take place when we deliver them to the delivery address you provided during the checkout process or when the products have otherwise been delivered in accordance with any other delivery instructions given by you to us or our third party delivery company.

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#### 14. Ownership of Products

- 14.1. Ownership of the products will pass to you on delivery of the products to you in accordance with Section 13.4 above.
- 14.2. If your payment for a product is declined for any reason and we have delivered the products to you, we reserve the right to reclaim the products from your possession, custody or control even if they have been delivered to you or moved from the delivery address. We reserve the right to then keep or sell the products.
- 14.3. Responsibility for and risk in the products will pass to you once delivery of the products has taken place in accordance with Section 13.4 above. From this time you will be responsible for any loss, damage or deterioration to any products.

#### 15. Warranty and Faulty Products if You Are a Consumer

- 15.1. This Section 15 applies to you only if you are a consumer. If you are not a consumer, please see Section 16 (Warranty and Faulty Products if you are a Business) below.
- 15.2. By law, we are required to supply products which are as described by us, fit for purpose and of satisfactory quality. We warrant that the products we sell to you:
  - 15.2.1. conform to the description of the products on our website at the time of purchase;
  - 15.2.2. are of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose; and
  - 15.2.3. are free from design and other inherent defects.
- 15.3. Where any product does not comply with the warranties set out above, then you may be entitled to return the product and receive a refund, a product price reduction or have the products repaired or replaced at no cost to you. Please see the summary of your key legal rights below.
- 15.4. For some of our products we also offer an additional warranty, which will apply to those products in addition to the warranties set out above. Where an additional warranty applies to any product this will be made clear to you on the product webpage. If you are no longer able to bring a warranty claim in accordance with your statutory rights, in some circumstances you may still be able to bring a warranty claim under our additional warranty.
- 15.5. If you would like to make a warranty claim, whether in accordance with the statutory warranties set out in Section 15.2 above or any additional warranty, please contact us through the 'Warranty' section of the website. You must provide your name and your relevant order reference number for us to be able to process your warranty claim. We will then contact you as necessary to process the warranty claim. If your warranty claim is valid and we require you to return the product to us, we will meet the costs of delivery.



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#### **Summary of Your Key Legal Rights**

This is a summary of your key legal rights if you are a UK consumer. These are subject to certain exceptions. For detailed information on your rights and what you should expect from us, you can visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the product your legal rights entitle you to the following:

- for up to 30 days from the date of delivery of the product: if the product is faulty, then you can get an immediate refund.
- for up to six months from the date of delivery of the product: if the product cannot be repaired or replaced by us, then you may be entitled to a full refund or a partial refund.
- for up to six years from the date of delivery of the product: you may be entitled to some money back if it is possible to show the product was faulty at the time of delivery.

See also Section 17 (Cancellation Rights if you are a Consumer) below on your rights to cancel.

#### **16. Warranty and Faulty Products if You Are a Business**

- 16.1. If you are a business customer, the warranties we give in relation to any product is set out in the additional warranty (if any) which applies to that product. If an additional warranty applies to any product you purchase from us this will be made clear to you on the product webpage.
- 16.2. Other than as set out in any applicable additional warranty and to the full extent permitted by law, all representations, conditions and warranties of any kind, whether express or implied, are excluded.
- 16.3. These terms shall apply to any repaired or replacement products supplied by us.

#### **17. Cancellation Rights if You Are a Consumer**

- 17.1. If you are a consumer you may change your mind and cancel any order (or part of it) within 14 days without giving any reason. This right to cancel will expire after 14 days from the day on which the products are delivered. This right of cancellation does not apply to you if you are purchasing the product(s) as a business customer.
- 17.2. To exercise your right of cancellation, you must:
- 17.2.1. contact us by way of our 'Returns' webpage to inform us of your decision to cancel the order (or any part of it) within the 14 day cancellation period. You will need to provide us with you name and relevant order reference number for us to be able to process your return; and

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- 17.2.2. if you have received the products you would like to cancel, return those products to us at ABI Interiors International Limited Expeditors (UK) Ltd, Unit RIC, Rockingham Gate, Cabot Park, Poplar Way West, Avonmouth, BS11 OYW as soon as possible and in any event within 14 days from the day on which you communicated to us that you wanted to cancel your order for those products.
- 17.3. You will have to arrange delivery for, and pay the costs of, returning the products to us. We advise you to keep proof of postage.
- 17.4. If you decide to cancel your order (or any part of it), we will refund you the price you paid for the cancelled products.
- 17.5. We may make a deduction from the refund we give to you for any loss in value of the products supplied, if the loss is the result of unnecessary handling by you.
- 17.6. We will refund you without undue delay or in any event within 14 days of the date we receive the cancelled products back from you or, if earlier, the date you provide evidence that you have sent the cancelled products back to us. In all other cases, your refund will be made within 14 days of the date you tell us you would like to cancel.
- 17.7. We will refund you using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise you will not incur any fees as a result of the refund. We may withhold your refund until we have received the cancelled products back from you or you have supplied evidence of having sent the cancelled products back, whichever is the earliest.

### 18. User Generated Content

- 18.1. We may make social media platforms, bulletin boards, chat rooms or other communication services available on our website. If you upload any content to our website or you use any of our chat rooms or communications services you must comply with these user generated content terms.
- 18.2. If you use any communication tools available through the website (such as any forum, chat room or message centre), you agree only to use such communication tools in accordance with the law. You must not use any such communication tool for posting or disseminating any material unrelated to the website or for advertising or marketing purposes.
- 18.3. We are not responsible for any content or opinions posted on any form of social media or other chat room or forum accessible through our website, unless we ourselves have posted the content. We will have the right (but not the obligation) to remove any content or opinions posted on our social media or via any other chat service or forum where such content does not comply with these terms.
- 18.4. Any content you upload to our website or give to us via any chat service or forum will be not be considered confidential, unless it is your personal information. You will own your content but you grant us the rights to use freely any content (that is not personal information) you give to us via our website, provided it is used in a way that does not identify you as an individual.

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18.5. When using our chat rooms or other communication services, we reserve the right to block access to users who are abusive, aggressive or threatening to our staff, who make defamatory or unsavoury comments or otherwise act in a manner generally considered to be unacceptable.

#### 19. Liability

19.1. Whether you are a business customer or a consumer, nothing in these terms (including Sections 19.2 to 19.3 below) exclude our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other matter which it would be illegal for us to exclude or attempt to exclude our liability.

19.2. If you are a consumer:

- 19.2.1. we are only liable to you for losses which you suffer as a direct result of our breach of these terms and conditions and which are reasonably foreseeable;
- 19.2.2. as we only supply the products to you for your domestic and private use, we are not responsible to you for any business losses that you may incur (including but not limited to lost profits, lost revenues, business interruption or lost data) or for losses to nonconsumers. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in Section 19.3 below; and
- 19.2.3. you may have other rights granted by law and these terms and conditions do not affect these.

19.3. If you are a business:

- 19.3.1. we are not liable to you for any loss of data, loss of profits, loss of goodwill, pure economic loss, corruption of data or information or business interruption nor for any indirect or consequential losses you incur arising out of in connection with these terms and conditions; and
- 19.3.2. our total liability to you for all other losses arising under or in connection with these terms and conditions and any products purchased from us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to one hundred percent (100%) of the total sums paid by you for the relevant products to which your loss relates.

#### 20. How We May Use Your Personal Information

20.1. We will use your personal information as set out in our Privacy Policy.

#### 21. General

21.1. You may not use, amend or modify our trademarks or our intellectual property in any way without our prior written consent.

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- 21.2. Where you are a business customer only, these terms, and any documents or parts of the website referred to in them, constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us relating to the products. You acknowledge and agree that in entering into these terms you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) given by us or on our behalf relating to the products, other than as expressly set out in these terms and conditions.
- 21.3. These terms and conditions are only available in English. No other languages will apply to these terms and conditions or any contracts.
- 21.4. We may change these terms and conditions from time to time and these changes will apply when you next log into your Account or you purchase any future products you purchase from us. We therefore advise that, even if you are a frequent purchaser from us, you check these terms and conditions whenever you want to purchase products from us. None of our agents, employees or any third parties have any authority to change these terms and conditions.
- 21.5. You must not transfer any of your rights under these terms and conditions, whether in whole or in part, to any other person without our prior written consent.
- 21.6. We may transfer any of our rights under any agreement entered into in accordance with these terms and conditions to any person or ask any person to fulfil any aspect of it so long as the performance of the agreement is not affected.
- 21.7. If any provision of these terms and conditions is invalid, illegal or unenforceable, these terms and conditions take effect (where possible) as if they did not include that provision.
- 21.8. Only you and us have any rights in respect of any agreement entered into in accordance with these terms and conditions. No other person shall have any rights.
- 21.9. Any failure by a party to insist upon strict performance by the other of any provision in these terms and conditions will not be taken to be a waiver of any existing or future rights in relation to the provision. For example, if we delay in taking steps against you for any breach of these terms and conditions, it will not mean you have not breached the terms, nor will it prevent us from taking steps against you in respect of the breach at a later date.
- 21.10. If you are a consumer then nothing in these terms and conditions will affect your statutory rights.

### **22. Which Laws Apply and Where You May Bring Legal Proceedings**

- 22.1. Whether you are a business or a consumer, any agreement entered into in accordance with these terms and conditions and your purchase of the products will be governed by the law of England and Wales.

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- 22.2. If you are a consumer you can bring legal proceedings in respect of the products 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.
- 22.3. If you are a business customer, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising under or in accordance with these terms or conditions.

### **23. Contact Us**

- 23.1. If you need to contact us for any reason, you can do so by emailing us at [sales@abiinteriors.co.uk](mailto:sales@abiinteriors.co.uk).