

Terms and Conditions: Public Customer

RapidRacerProducts (RRP) is a UK based company and complies with UK consumer law including the *Distance Selling Regulations*. This means that shopping with RRP is safe, and we'll provide you with the Products and Services advertised. We are a customer-focused business, and as such we will attempt to resolve any problems you have within reasonable practicability. Our Terms and Conditions do not affect your statutory rights.

Distance Selling Regulations give you the right to cancel an order and return any goods that may already have been dispatched, (see Returns for Refund) up to 7 days from receipt. Our returns policy allows 21 days.

Should you have purchased an RRP Product from an independent Retailer or Distributor other than ourselves, these Terms and Conditions do not apply to you, and should address any disputes with the said Retailer or Distributor in the first instance.

Conducting business with us should be done in the English language. We may not be able to conduct business with you as efficiently in another language.

1. About these Terms and Conditions

In these terms and conditions "we", "us" and "our" mean RapidRacerProducts, and "you" means you the public Customer. These terms and conditions together with your Invoice constitute the Agreement between you and us for the supply of Products and Services. No other terms and conditions shall apply. The Agreement purchase and supply Products and Services between you and us cannot be varied unless we agree to vary it in writing or by email.

The terms and conditions described in this document outline the manner in which we will conduct business with you to enable you to purchase Products and or Services from us for personal use.

These Terms and Conditions contain all the terms which RRP and the Customer have agreed in relation to the Products and supersedes any prior written or oral agreements, representations or understandings. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of RRP, which is not set out in these Terms and Conditions.

These Terms and Conditions shall be governed and construed in accordance with English Law. Disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the English courts.

RapidRacerProducts reserves the right to change these Terms and Conditions at any time. Any such change shall take effect when posted on our website (www.rapidracerproducts.com). It is the purchasing customer's responsibility to read the Terms and Conditions prior to carrying out any purchases. By agreeing to carry out a purchase from us, we assume that you have accepted the Terms and Conditions of purchase described herein.

The Terms and Conditions described here only apply to means with which we sell and conduct business with you, they do not allow for the use of Products purchased from us.

For your convenience, we have listed below some general information about ourselves:

- Website: www.rapidracerproducts.com
- Email contact details: info@rapidracerproducts.com
- Registered business Address: RapidRacerProducts, Park Fields Business Centre, Park Street, Stafford, Staffordshire, ST17 4AL

2. Placing Your Order and Payment for Your Products

You may place an Order directly from us online by following the purchasing instructions on our Website.

Once you have selected the correct product you wish to purchase, you will be referred to Paypal to complete payment.

Paypal is an intermediary payment service for online transactions. We do not take any responsibility for errors made in transactions caused by Paypal.

We will accept other means of payment, subject to written approval by us although a small charge may be necessary.

The price of any products is as stated on our website and we reserve the right to change these at anytime, and without notice.

Confirmation of final price, including post and packaging will be stated on your Invoice. Should you disagree with the price you have paid for an item purchased from us, please contact via email to discuss resolution.

Delivery costs, where applicable, are payable by you as indicated on the Order confirmation & Invoice.

You must pay in the currency as indicated on the Order confirmation & Invoice. Our default currency is UK Pounds Sterling.

It is the purchasing Customer's responsibility to select the correct product from our Website following the guidance provided. If the Customer is unsure of which product to select, they may seek advice and clarification from us by contacting us by Email. We accept no responsibility for an incorrect product selection prior to transaction, and we reserve the right to refuse refund or exchange of Products at our discretion should an incorrect Product selection be made by the Customer.

We will not accept Orders placed in any way other than those listed above.

When you place an Order and have completed financial transactions with Paypal, you will receive a Notification of Payment email from Paypal, which is your electronic invoice and confirmation of your Order.

You will receive a written invoice of the goods sold to you when you receive your products.

It is the Customer's responsibility to provide accurate and correct delivery information at the time of placing an Order. Should an Order be dispatched to an incorrect address provided by the Customer, the cost of the lost item will be borne by the Customer and not RRP.

We may or may not accept your Order at our discretion.

Your Order confirmation & Invoice will be effective upon financial transactions being completed. If we cannot accept or complete your Order we will attempt to contact you by email, telephone or post.

Whilst we will make every effort to supply you with the Products and/or Services listed on the Order Confirmation & Invoice, there may be occasions where we are unable to supply these Products and/or Services because, for example, (i) such Products or Services are no longer being manufactured or available or (ii) we are unable to source relevant components or (iii) if there was a pricing error quoted to you or (iv) we are temporarily out of stock. In such circumstances we will contact you to inform you and may suggest alternative Products or Services that you might wish to purchase or an alternative purchase price. If you do not accept our suggestions then we will cancel your Order and repay you any money that you may have paid to us in respect of your Order. Repayment of monies to you will be undertaken as quickly as reasonably practicable.

3. Delivery of Your Products

We will ship your products to you once financial transactions have been completed with Paypal and we have received your payment.

You purchased Products will be shipped to the address provided by you when you place your Order. It is the Customer's responsibility to provide an accurate and viable delivery address. RRP is not responsible for any errors in delivery due to an incorrect delivery address being provided.

We will attempt to deliver your products as quickly as possible, however we reserve the right to retain products or delay delivery should we feel it necessary. We aim to send your products for delivery within 7 working days of receiving payment, and will attempt to contact you if this is not possible for whatever reason.

A standard cost for post and packaging (P&P) is stated on our Website. You will receive confirmation of the cost of P&P in your electronic Order confirmation and Invoice. Orders outside of the United Kingdom of Great Britain and Northern Ireland may require additional P&P rates which we may alter at our discretion. You will be notified if the P&P is different to what is stated on our Website.

All Orders will be sent as standard delivery, unless otherwise stated by you. Should you request additional delivery insurance, a special courier, or some other delivery requirement above that of a standard delivery, you are expected to make payment for this. The cost of any non-standard delivery rates is to be agreed between you and us prior to us shipping you purchased goods.

Any additional delivery charges and/ or import/ export duties for products sent to you will need to be paid by you.

You are expected to adhere to the export/ import rules of the country in which you specify delivery of our products as stated in the Order.

We cannot guarantee the delivery time for any product sent to you.

The products are deemed to be the property of RRP until you have received delivery of your purchased Products.

Title to and risk of loss in your Products will pass to you once you have received delivery of your purchased Products.

We reserve the right to replace products damaged or lost in transit at our discretion.

Should Products delivered to not match the description of those stated on the Order confirmation and Invoice, you should make contact with us immediately via to resolve the matter.

We assume that you have received delivery of your Products in a satisfactory condition if we do not receive contact from you to the contrary within 14 working days of the date of Payment completion.

4. Warranties and Returns

RRP conform to the Distance Selling Regulations, which are designed to protect you when buying items by Mail Order. We offer a flexible returns policy and are happy to accept items back for a refund or exchange if they don't fit or the items are damaged or faulty upon receipt of the Product(s).

If you wish to return a purchased item for any reason other than incorrect sizing, damage or faulty workmanship, we will assess this claim on the individual circumstances and we reserve the right to offer a full refund, part refund, repair, replacement or exchange.

Our products are guaranteed against material defects and manufacturing errors up to a duration of 12 months after shipment to you (i.e. the date upon which we post your Order). This guarantee does not cover improper fitting, maintenance or use of this product as stated in our product Disclaimer and Instructions for use published on our Website.

Should you feel that the products you have received from us are not in a suitable condition upon arrival please contact us immediately by email to discuss any further action.

Should you wish to make a warranty claim or return a faulty product for a replacement, refund or repair, your retailer should deal with this in the first instance. If you have purchased directly from us, the item to be returned should be sent to our business address listed above along with a completed Returns Form available on our Website.

5. Our Liability

Nothing in these Terms and Conditions limit or exclude the Customer's liability:

- For death or personal injury caused by negligence of the Customer or third party.
- For fraudulent misrepresentation; and
- To the extent not permitted by law.

These terms and conditions set out the full extent of our obligations and liabilities in respect of the supply of the Products and the performance of any Services.

Although every effort is made by us to ensure that our Products are manufactured to our standards, we accept no responsibility for death or personal injury caused by in proper use of our products, or a product malfunction.

We will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind whatsoever arising and whether caused by tort (including negligence) caused to you by our products and/ or services to you, or third parties.

Our maximum aggregate liability under the Terms and Conditions of sale to you of our Products shall in no circumstance exceed the amount payable by you to us in respect of the Products and/ or Services in question.

The images of the Products on our Website are correct to the best of our knowledge at the time of being posted/ published.

However, the Products ordered and delivered to a Customer may differ in appearance, colour, specification, etc. Whilst every effort is made to ensure that the information provided on the Website (including any descriptions, specifications, images, etc.) and in the Order is accurate, RRP does not accept liability for errors and omissions in the information stated on the Website or for any administration errors in dealing with the Order. If RRP finds such errors in relation to the Products ordered, RRP will use their reasonable endeavours to contact the Customer and give the option of amending the order or some other means of settlement that is mutually agreeable.

6. Data Protection

By placing an Order with us, you agree and understand that we may store, process and use personal and financial data collected from you for the purposes of processing your Order. We will not supply your personal or financial data to any other parties other than those necessary to complete the Order process.

As part of the Order process you we may also provide you with personal and business related information and data, such as bank account information, you must not disclose this information or data to any other party other than to facilitate the Order process described above.

The trademarks, names, logos and service marks (collectively referred to as "trademarks") displayed on the RRP Website and Products are unregistered trade marks of the website owner and RRP. Nothing contained on the RRP Website or Products should be construed as granting any license or right to use any trademarks without the prior written permission of us.

7. Circumstances beyond our reasonable control and Force Majeure

We will make every effort to perform our obligations under the Agreement of sale. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond our reasonable control. In the event of a delay, we will perform our obligations as soon as reasonably possible.

We reserve the right to defer the delivery or to cancel, or amend the quantity of your Order if acted upon or influenced by circumstances beyond the reasonable control of RRP, without limitation this includes, acts of God, government actions, war or national emergency, acts or terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock outs, strikes or other labour disputes (whether or not relating to either parties workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period of 3 months, you, the buyer shall be entitled to cancel your Order and receive a full refund of any monies you paid to us.