Fox International is a trade name of Fox International Group Limited

Company No. 114097 VAT No. 415 619848

THE LEGALS

These Terms and Conditions apply to the web pages displayed under the www.foxint.com URL and all other web pages operated by Fox International (together the "Site").

Please read these terms and conditions carefully, they will apply to your use of the Site including on-line services available. From time to time we may change these terms and conditions and will post revisions on this Site. We recommend you regularly review these terms and conditions and your continued use of this Site will constitute acceptance of any changes to the website terms. These terms and conditions shall not affect any statutory rights which you may from time to time be entitled to, to the extent that such rights cannot be varied or excluded by law.

You acknowledge that you are solely responsible for all electronic communications sent from your computer to us. You must use the Site for lawful purposes only.

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The use of data that you provide to us or which is collected by us on this Site is governed by our Privacy and Security Policy.

We will not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect and keep confidential your password or account details. You are solely responsible for your password and account and any transactions on your account.

These terms and conditions shall be governed by and construed in accordance with English law, and both Fox International and you agree that any dispute arising under or in connection with these terms and conditions shall be referred to the nonexclusive jurisdiction of the English Courts.

CONTACT US

If you wish to contact us please do so by either writing to us at the following address:

Customer Services Fox International Group Ltd. 1 Myrtle Road Brentwood Essex CM14 5EG United Kingdom

or you may call us on +44 (0)208 559 6500 or e-mail us on info@foxint.co.uk or fax us on +44 (0)20 8501 1655

PRODUCTS ADVERTISED ON THE SITE

Prices quoted on the Site for products offered for sale by Fox International's authorised stockists in the United Kingdom are recommended retail price only, and the actual price charged by your stockist may vary from these prices.

Prices quoted on the Site for products offered for sale by Fox International directly through the Site are quoted exclusive of postage and packaging, and may vary depending on your location and the sales taxes applicable in your jurisdiction.

If a product offered by Fox International itself is not as described, your sole remedy is to return it in unused condition as outlined in our Returns & Exchanges policy. Fox International reserves the right to modify or alter prices or product specifications in any respect without prior notice.

YOUR PERSONAL INFORMATION

Fox International will try to ensure that your details are accurate and kept up to date. Information is collected lawfully and in accordance with the Data Protection Act 1998. The information gathered will be kept in accordance with our Privacy Policy.

To update your account information ie, if you change address, log in to your account at the Fox website and make any alterations required.

You are entitled to receive a copy of the information we hold about you via an electronic Subject Access Request. Please email us at <u>info@foxint.com</u> to begin the request process.

BUYING A PRODUCT OR SPARE ON THE FOX WEBSITE

All products advertised by Fox International on-line via the Site are sold subject to acceptance of the order by Fox International and availability of the product and are

sold by Fox International subject to Fox International's Terms and Conditions of Sale.

Fox International reserves the right to withdraw any product from the Site at any time and we may refuse to process any transaction at any time at our sole discretion.

Where Fox International accepts an order from you to purchase products, the language that shall be offered to you shall be English only.

Step 1

Locate the product or spare you wish to purchase by using the search facility or by browsing the Fox website and select "Add to Basket".

We will check stock levels and if available you will receive a message advising you that the item has been added to your shopping basket. If out of stock you can contact our customer services department to check availability.

If you are not signed in to your account or if you are a first time customer, you will be taken to a page with three options: Login in to your account, Register for an account or to select your country of residence. Fox Store products are only available to selected countries. A list of countries that can purchase Fox Store products online can be found at registration or when choosing your country of residence.

After making your choice visit your basket showing the Product Code, Product Description, Product Options (if any), Product Quantity and the Price (Including VAT) of the product you selected to add to your basket. Also the basket will show the total number of products selected and the Total price (Excluding Delivery Charges).

You can view your basket by clicking the basket symbol at the top of the page. To remove/alter basket items click the plus, minus or remove symbol.

Step 2

On the basket page, click the "Continue" button. The Your Information page gives you the option to log in to or create an account for checkout and delivery purposes. When logged in your details are automatically filled in with the details you provided when creating your account. You can change the delivery name and address if required but the address must be within the same country as the cardholders address. The information gathered will be kept in accordance with our Privacy Policy.

Fox International will only allow orders to our deliverable countries. If you country is not available a message will be displayed to advise you to contact our customer services department on <u>customerservicesuk@foxint.com</u>.

Press "Continue" for the next step.

Step 3

Shipping options are displayed with delivery charges. Press "Continue" for the next step.

Step 4

Accept and review your order. Payment and delivery details along with your ordered items with delivery charges are displayed. Review your information and press the "Back" button to make any changes. Once you are happy with the details press the

"Accept & Pay" button

Step 5

UK Orders - On our secure payment page with Barclays Bank, please enter all your credit card details. The total amount payable will be displayed. Click "Continue" to finalise your payment details with Barclays.

All other orders - On our secure payment page with Ogone, please enter all your credit card details. The total amount payable will be displayed. Click "Continue" to finalise your payment details with Ogone.

Please note we do not collect or store any card data via this website.

RETURNS AND DELIVERY POLICY

Order Times We offer standard delivery on our orders

We aim to dispatch orders ASAP and Standard Delivery orders will take the 5-7 working days to reach you. There are some exceptions to this which can be found below in **Mainland GB Delivery**. Please allow for this when placing your order. We do not offer an Express Shipping option.

Please Note: working days do not include Saturday, Sunday or public holidays

Mainland GB Delivery

Please note that we currently only ship to Mainland GB. This does not include the Scottish Highlands & Islands, Northern Island, any Offshore Islands, British Forces Post Offices, PO Boxes and the Channel Islands.

Sorry, we do not deliver to locations with the following postcode locations: IV, HS, KA27-28, KW, PA20-49, PA60-78, PH17-26, PH30-44, PH49-50, ZE

Please allow one extra working day for delivery to the following postcodes: AB30-31, AB33-38, AB41-43, AB44-45, AB51-56 & 63, DD8-9, FK8 3, PH10-11, PH13-14, PH45-48, , TD15

Standard Delivery for Baskets Under £50 (including VAT). £6.99 Standard Delivery for Baskets Over £50 (including VAT): FREE

Standard Delivery (5-7 working Days) – delivered between 8am and 6pm by DPD

Information on how to track your delivery will be sent to the email address you provided with your order. If the courier service cannot answer your query and you have any questions or a complaint about a delivery pleased contact <u>onlinesales@foxint.com</u>

For more information on DPD's Delivery Service please visit their website below: <u>https://www.dpd.co.uk/content/how-can-we-help/index.jsp</u>

Cancelling an Order

Under the Consumer Contract Regulations 2014, you have up until 14 days after delivery to cancel an order. You can cancel your order prior to processing for shipment and we will refund the full cost of the order, including any shipping costs.

However, we aim to process orders as quickly and efficiently as possible. Therefore, we cannot guarantee that you will be able to cancel an order before it has been processed for shipment. Crucially, we advise that you email our customer services immediately at onlinesales@foxint.com to notify us of a cancellation.

Orders that have been dispatched and are in transit can still be cancelled. Upon receiving the goods, we will issue refund for the entire order value.

Alternatively, you can either refuse delivery of the order, or arrange for return of the order yourself. In these instances, upon receipt of the goods, the cost of the delivery (\pounds 6.99) will be deducted from the order refund. This will still be the case even if you have not paid for shipping.

Returns

If you wish to return unwanted products from your order then under the Consumer Contract Regulations 2014, Fox International is happy to refund you on the return of any item(s), providing they are new (unused), and complete in all original packaging.

You must contact us within 14 calendar days of receipt of your goods and return the item within a further 14 days of contacting us. If the goods are faulty or not fit for purpose then the cost of return postage will be refunded. In all other circumstances, the return postage costs are payable by the customer.

In order to return goods, please email onlinesales@foxint.com with details of your name, contact phone number, order number, date of order, items to be returned and the reason for returning. When returning goods to us, please enclose your "returns form" where you will need to complete details of which items are being returned and the reason for returning. If you cannot find your returns for in your order please email <u>onlinesales@foxint.com</u>. We will then process a refund for the goods unless stated otherwise.

If you are returning goods via post, please obtain proof of the postage so you have evidence they have been posted.

Damaged or Missing Items

If you receive a product then under the Consumer Rights Act 2015, Fox International is happy to refund you on the item(s) or offer you a replacement.

You must notify and return the product(s) to us within 30 calendar days of receipt of your goods. If the goods are faulty or not fit for purpose then the cost of any return postage will be refunded.

For faulty goods that have a separate warranty, please refer to this in the first instance.

In order to report damaged goods, please email <u>onlinesales@foxint.com</u> with details of your name, contact phone number, order number, date of order, and a photo of the damaged goods. When returning goods to us, please enclose a copy of your invoice along with details of which items are being returned and the reason for returning. We will then process a replacement / refund for the goods unless stated otherwise.

If you are returning goods via post, please obtain proof of the postage so you have evidence they have been posted.

Overseas Deliveries & Charges

Delivery will be charged according to volumetric weight. Alternatively please contact Fox International by email at <u>customerservicesuk@foxint.com</u> with details of the items you wish to purchase and Fox International will calculate the delivery charge for you and advise you on how to proceed with the order.

Deliveries to Norway, Switzerland, Iceland and Liechtenstein will require a personal ID number supplied for each dispatch in accordance with EFTA regulations. Any additional duty charges, must be paid by the customer. Should these charges be paid for by Fox International, the customer's payment card will be debited with the additional charge. This will include any additional charges that are made by Fox International to the carrier a £10 administration fee may also be levied if required.

The Syndicate

The Syndicate club is a regular communication by email from Fox International featuring latest Fox carp news, editorial content and information about our new product releases. We will also communicate details of our video series from our YouTube channel. Members will have exclusive access to competitions and content via the Fox website Syndicate page. You will also have first sight of our yearly product catalogue and other carp related electronic publications.

The information gathered will be kept in accordance with our Privacy Policy.

OUR MANUFACTURER GUARANTEE - WARRANTY POLICY

Fox International products are warranted for one year from the date of purchase against manufacturer defects only. Coverage is valid only with proof of purchase from an authorised Fox dealer. The Fox warranty program does not cover any damage to your product like scratches, dents and breakage but only where the manufacturing is proved to be defective. Normal wear and tear, damage due to misuse, alteration to the product, or negligence are not covered under this warranty. Any kind of alteration to your product will void warranty.

Some Fox electrical items will be covered for a period of two years. We reserve the right to amend this time frame to a minimum of one year as per the above details.

What is not covered? - Even though the applicable warranty period may not have expired, certain conditions may invalidate Fox International warranty coverage. By way of example, but not all inclusive. Fox will not issue replacement product or credit for returned products that have experienced:

- * Excessive use
- * Any type of abuse or mistreatment
- * Lack of proper maintenance
- * Use of other manufacturers replacement items
- * Any kind of alteration
- * Any kind of neglect
- * Normal wear and tear

There may be consumer rights applicable within your country that is different to any/all of the above. In all such cases Fox International will abide by the local governing laws. Your statutory rights are not affected.

FOX WARRANTY REGISTARTION

When you purchase a Fox International product that product may be eligible for a Warranty. You may complete your warranty using our online registration facility giving your Full Name, Address, Country of Residence, Email Address and Telephone along with details of the products purchased or with the warranty card. The information gathered will be kept in accordance with our Privacy Policy.

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A number of Fox International's products are covered by intellectual property rights in a number of jurisdictions including patents, registered designs and copyright, and are sold under the registered and unregistered Trade Marks proprietary to or licensed to Fox International.

CUSTOMER SERVICES

All customer services enquiries, including spares ordering and collection, can only be sanctioned by contacting Fox International over the telephone, 0208 559 6500 or via email <u>customerservicesuk@foxint.com</u>, you can also contact your nearest Fox

retailer. Our head office and warehouses do not hold facilities to handle customer service enquiries and are not retail outlets open to the general public, therefore anyone who arrives at these premises will be re-directed to the above contact details and refused entry.