

**TERMS AND CONDITIONS OF BUSINESS: ONLINE SALES
(NOTHING IN THIS DOCUMENT IS INTENDED TO RESTRICT THE LEGAL RIGHTS OF A CONSUMER)**

1. General

1.1 These terms, together with the details set out on the order form or invoice, are intended to contain all the terms of the Agreement of goods on the order form or invoice which we shall supply to you in accordance with the terms of this Agreement. If you wish to rely on any amendment or addition to this Agreement, We reserve the right to change these terms at any time. Any such changes will take immediate effect when posted on the online shop (see date at the top) and it is your responsibility to read the terms and conditions on each occasion you order goods and your continued use of our website shall signify your acceptance to be bound by the latest version of the terms.

1.2 Any reference to 'we', 'us' or 'our' in these terms is to any dealerships operated by Lithia UK and its subsidiary companies, and any reference to 'you' or 'your' is to the person placing an order on our website.

1.3 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

1.4 Your use of our website is governed by our Website Terms of Use <https://www.stratstone.com/legal/legal-notice/>.

2. Orders

2.1 Please check your order carefully and correct any errors before you submit it to us.

2.2 After you place your order, we will send you an acknowledgement email to let you know that we have received your order. This does not mean that your order has been accepted by us. Your order is an offer to buy goods from us on these terms.

2.3 Acceptance of your order by us takes place when we send you an order confirmation email that your order has been dispatched, at which point a legally binding contract is formed between you and us on these terms.

2.4 If we do not accept your order, for example, because we are unable to take payment, what you've ordered is unavailable, you are under 18 or live outside of the mainland UK, or there has been a mistake regarding the pricing or description of the goods, we will email you using the details you provided when you placed your order. We have the right to reject any order for any reason.

2.5 If we are making any bespoke or personalised goods for you which are based on measurements or other information you provide to us, you are responsible for ensuring that the information is correct.

3. Availability

3.1 All orders are subject to availability and we cannot guarantee that any goods will be available at any given time.

3.2 In certain circumstances beyond our reasonable control, we may need to stop supplying certain goods. If this happens and it affects your order, we will notify you by email, cancel your order and we will provide you with a full refund (including any delivery costs, if applicable).

4. Making changes to your order

If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

5. Goods

5.1 Descriptions of our goods are set out on our website. Please read the descriptions carefully.

5.2 Any pictures and images provided on the website, including of packaging, are for illustration purposes only. Your goods and their packaging may vary slightly from those pictures or images. We cannot guarantee that the colours displayed on your device will match exactly the appearance of your goods. The colours of the goods displayed on our website may vary depending on what device you are using and your settings.

5.3 All weights, sizes and measurements set out on our website are as accurate as possible but there may be a small variation.

5.4 The product specifications are, unless stated otherwise, for the UK market only. These specifications (including what is optional and what is standard equipment) may vary in other markets.

5.5 Specific goods offered have been deemed "Retailer Fit Items" and as such have been recommended to be installed exclusively by trained technicians at a specialist workshop and not by the end user. Damage to any of these parts due to the incorrect fitment will not be covered under the manufacturer warranty.

5.6 We may change the goods at our discretion where it is reasonable to do so, such as to reflect changes in relevant laws and regulatory requirements or to implement technical adjustments and improvements, for example to address a safety issue. If we cannot supply certain goods, we may need to substitute them with alternative goods of equal or better standard and value. We will let you know if we intend to do this, wherever possible. You can refuse to accept such substitutes; in which case we will refund the amount you have paid.

6. Retailer Fit Items

6.1 Where we sell goods and you purchase fitting of the goods our Terms and Conditions of Business: Aftersales shall apply, a copy of the relevant terms can be found at: <https://www.stratstone.com/legal/aftersales-service/>.

6.2 We will provide the services at the time(s) and on the date(s) selected by you and confirmed by us or within the period agreed with you during the order process.

6.3 The services will be provided at your nearest Lithia UK owned dealership.

6.4 We are not liable to you for any losses you incur where the services are delayed or cannot be performed because you fail to provide us with adequate instructions or information to allow us to perform the services.

7. Delivery of the goods

7.1 We will deliver your goods to the address specified by you when you placed your order.

7.2 We only deliver goods to UK mainland excluding Northern Ireland, Jersey, The Isle of Man, Gibraltar, and British Sovereign Bases Cyprus.

7.3 If no one is available to take delivery, we will post an attempted delivery notification through your letterbox with information on how to re-arrange delivery or follow the delivery instructions you provided to us. We will ask our designated supplier to post a delivery note through your letterbox to let you know where we have left your package. If a further delivery attempt is unsuccessful or we are unable to follow your delivery instructions, we will notify you, cancel your order and refund you the price of the goods (but not the delivery charge).

7.4 Please examine the goods as soon as reasonably possible after delivery and notify us of any fault or damage as soon as reasonably possible.

7.5 The Goods will continue to belong to us until you have paid for them in full. You will, however, be responsible for any loss or damage from when they are delivered to you and should insure accordingly.

7.6 We will sell the goods with the benefit of the manufacturer's warranty. The manufacturer's warranty is additional to your statutory rights and is not affected by any change of ownership of the goods. Remedial work under the manufacturer's warranty may be carried out by any other dealer in the UK or the EEA authorised directly or indirectly by the manufacturer, who may repair or replace any defective goods or (if they consider repair or replacement uneconomic) refund an appropriate part of the price you paid for them. You must observe the instructions for use, cautionary notices and other technical notices and information we supply you with the goods.

8. Delivery dates and costs

Any delivery dates stated during the order process, or in your order acknowledgment or order confirmation emails, are estimates, unless we have agreed a specific delivery date with you. We will do all that we reasonably can to deliver your order within the delivery period or on the delivery date agreed with you. If your delivery is delayed, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur if delivery is delayed because of circumstances beyond our reasonable control.

9. Prices

9.1 Prices for our goods are set out on our website. All prices are in pounds sterling (£) (GBP) and include VAT at the applicable rate and exclude delivery charges.

9.2 Prices for our goods as well as delivery charges, may change at any time. Except as set out in clause 9.3 below, such changes will not affect existing orders.

9.3 If there has been an error on the website regarding the pricing of any of our goods and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

9.4 We are under no obligation to provide the goods to you at the incorrect price, even after we have sent you an acceptance email, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as incorrect pricing.

10. Payment

10.1 All payments must be made by a UK credit/debit card or using the payment option available.

10.2 The payment of the purchasing price and shipping costs is due immediately once you have placed your order.

10.3 In the event that we are unable to supply the ordered goods we will inform you of this as soon as possible and a full refund will be given where you have already paid for the goods.

11. Distance Sale and Consumer Contracts Regulations

11.1 If this Agreement has been completed either without any face-to-face contact between us and you (or anyone acting on your or our respective behalf) or away from our business premises, and in each such case you are also acting as a consumer, you may give notice to cancel this Agreement without giving any reason. This cancellation period will expire 14 days after the day on which you, or a third party on your behalf, takes delivery or otherwise acquires physical possession of the goods. To exercise this right to cancel, you must inform us of your decision to cancel this Agreement in writing by clear statement (e.g., a letter sent by post, fax or email) to the dealership, contact details for which are set out overleaf. You may use the cancellation form available on our website at <https://www.stratstone.com/legal/returns-policy/> if you wish. To meet the cancellation deadline, it is sufficient for you to send your communication confirming your exercise of the right to cancel before the cancellation period has expired. If you cancel this Agreement, we will reimburse you all payments received from you under this Agreement, without undue delay, and not later than:

11.1.1 14 days after the day on which we receive the Goods back; or

11.1.2 (if earlier) 14 days after the day you provide evidence that you have returned the goods; or

11.1.3 If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this Agreement.

11.2 You do not have the right to cancel orders for bespoke or personalised goods. You also lose your right to if you remove or break a protective seal attached to any goods.

12. Your right to cancel

12.1 We will accept the return of any goods which you did not order specifically, provided that you return them, in the same condition as when supplied, within 5 working days of delivery, produce our original invoice and pay (at the rate current on the date of return) our handling charges for returned goods.

12.2 You must take reasonable care of the goods and will be responsible for any loss or damage from when they are delivered to you until when they are returned to us.

12.3 Save as above, we will not accept the return of any Goods which are not defective.

13. Refunds if you cancel your order

13.1 If you exercise your right to cancel under clause 12, we will provide you with a refund as soon as possible.

13.2 If you cancel an order for goods and have already received goods, we will issue the refund no later than 14 days after the day we receive the goods back from you or, if earlier, you provide us with evidence that you have sent the goods back. Otherwise, we will issue the refund no later than 14 days after the day on which you told us that you want to cancel.

13.3 Your refund will be subject to the following deductions:

13.3.1 if you chose a delivery option that is more expensive than the cost of standard delivery, we will only refund the cost of standard delivery; and

13.3.2 if you handled the goods in a way beyond what might reasonably be expected and this resulted in a loss in value of the goods, we may make a deduction from the refund for such loss in value.

13.4 We will issue your refund to the same payment method you used when you placed your order.

13.5 If the right to cancel does not apply because of one of the circumstances listed in clause 11.2, you will not be entitled to a refund unless the goods are faulty.

14. Faulty goods

14.1 If there is a problem with any goods you have purchased from us, please contact us within 48 hours of delivery, produce our original invoice and pay (at the rate current on the date of return) our handling charges for returned goods.

14.2 You must take reasonable care of the goods and will be responsible for any loss or damage from when they are delivered to you until when they are returned to us. Save as above, we will not accept the return of any Goods which are not defective.

14.3 Damage to any goods due to incorrect fitment as well as faults due to fair wear and tear are not covered under the manufacturer warranty.

14.4 Except where you are acting as a consumer, and except for fraud or for death or personal injury resulting from our own negligence, we limit our liability for any breach of this Agreement to the amount you have paid for the goods and expressly exclude all liability in relation to the implied terms of satisfactory quality or fitness for purpose and for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss.

15. Events beyond our control

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

16. Limitation of Liability

Except for fraud, death or for personal injury resulting from our negligence, we limit our liability to the amount you have paid for the goods under these terms and expressly exclude all liability for (i) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); and (ii) any loss of goodwill or reputation and (iii) any special, indirect or consequential losses.

17. Governing Law and Jurisdiction

These terms (and all non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement.

18. Your information

Any personal information that you provide to us will be dealt with in line with our Privacy Policy available here <https://www.stratstone.com/legal/privacy-notice/>, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

19. Complaints

19.1 If you are unhappy with us or the goods that we have provided to you, please contact our Customer Services team. Our Customer Service Helpline number is 0800 012 5050 and is open Monday to Friday 9 a.m. to 5 p.m. or you can write to us at Lithia UK Customer Service, Riverview Suite, NE Business & Innovation Centre, Sunderland Enterprise Park East, Sunderland, Tyne & Wear, SR5 2TH. Our Complaint Handling Policy is available at <https://www.stratstone.com/customer-care/>.

@Lithia UK – March 2025