

Terms and Conditions of Sale (Online) – Adesas Ltd

1. GENERAL

- 1.1 'Adesas' means Adesas Ltd whose principal place of business is at Unit 9, Station Road, Madeley, Telford, Shropshire, TF7 5EF, United Kingdom.
- 1.2 The 'Purchaser' means the Individual, Firm or Company with whom Adesas contracts.
- 1.3 'Goods' shall mean all goods and services which the Purchaser agrees to buy from Adesas.
- 1.4 'Catalogue' shall mean any published material produced by Adesas.
- 1.5 All orders for Goods are accepted by Seller subject to these conditions of sale which supersede any other terms previously published. Unless otherwise specifically agreed in writing on Adesas headed documentation by a Director of Adesas, these conditions of sale override and exclude any other terms stipulated or incorporated or referred to by the Purchaser, whether in a purchase order or Catalogue or during any negotiations or any course of dealing established between Adesas and the Purchaser. These conditions constitute the entire understanding between Adesas and the Purchaser for the sale of Goods.

2. QUOTATIONS

- 2.1 A quotation does not constitute an offer and any order given in respect of a quotation shall not be binding on Adesas unless accepted by Adesas in writing.

3. ORAL ORDERS

- 3.1 All oral orders and any variation unless confirmed in writing will deem Adesas not liable for any errors or misunderstandings.
- 3.2 Oral acceptance of orders by Seller shall be deemed to have been made subject to these terms and conditions of sale.

4. WRITTEN COMMUNICATIONS

- 4.1 Applicable laws require that some of the information or communications we send to you should be in writing. When purchasing goods you accept that some communication may be electronic. We may contact you by email or provide you with information by posting notices on our website. For contractual purposes you agree to this electronic means of communication and you acknowledge that all contracts notices information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

5. PRICING

- 5.1 Prices are those ruling at date of despatch or by prior ruling.
- 5.2 Adesas shall have the right to vary without notice the prices quoted or previously charged to those ruling at time and date of despatch to include all written prices on or lists that may have been given or published.
- 5.3 All prices are inclusive of Value Added Tax (VAT) which will be charged at current rate prevailing at invoice date. EC purchasers must supply a current EC VAT number or will charged VAT at the current UK rate prevailing at invoice date.
- 5.4 All prices include delivery costs to UK addresses, for international costs please contact Adesas.

6. CANCELLATION OF ORDERS

- 6.1 Cancellation of accepted orders made by the Purchaser will be allowed only at Adesas's discretion and Adesas may levy a charge for all works and expenses incurred in relation thereto up to the full price of the goods.

7. TERMS OF PAYMENT

- 7.1 Payment to Adesas is as agreed with Purchaser either by, Card, Paypal, Cash or Cheque on order, or Account 30 days net from delivery of goods, Adesas reserves the right to alter purchasers given terms or any variation thereof.
- 7.2 If payment is in arrears to Adesas contrary to the Purchasers given payment terms, in addition to its other remedies Adesas reserves the right to charge interest at 4% above Santander's base rate prevailing at the time, on overdue accounts.
- 7.3 Where the Purchaser submits a cheque to Adesas and the cheque is not honoured by the Purchaser's bank, all bank charges and other costs incurred by Adesas relevant to the cheque will be charged to the Purchaser.
- 7.4 It is the Purchasers responsibility to ensure that payment is made to Adesas by the due date.

8. CERTIFICATION OF GOODS

- 8.1 Purchasers requiring any form of certification for goods supplied must inform Adesas at the time of placing order.

9. DESPATCH OF GOODS

- 9.1 All Adesas's despatch and delivery dates or times quoted are quoted in good faith but are to be treated as estimates only. Adesas shall not be liable for any loss, damage or expense caused to the Purchaser by despatch or delivery however so caused.

10. DELIVERY

- 10.1 The Purchaser shall be responsible for providing adequate labour and facilities at delivery point for unloading goods ordered and shall keep Adesas indemnified against all claims however arising from such unloading operations.
- 10.2 Adesas will not accept any claims for shortages, damaged goods, mis-delivery, unless made within 3 working days of despatch.
- 10.3 Non delivery will not be accepted by Adesas unless notified in writing by the Purchaser within 10 working days of date of invoice.

11.0 IMPORT DUTY

- 11.1 If you order Goods from Adesas for delivery outside the EU they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 11.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

12. RETURN OF GOODS

- 12.1 Adesas will accept return of new goods on a single unit basis, at its discretion and without penalty to the Purchaser only if: Goods were not supplied VOR, specially ordered or non stock items.
- 12.2 Goods are returned within 7 days of purchase receipt.
- 12.3 Goods are in resalable condition.
- 12.4 Full purchase documentation information is given.
- 12.5 Signature of reciprocate/proof of return is obtained.
- 12.6 Return of goods subject to condition 12.1 not received within 7 days of purchasers receipt will have a handling charge of up to 25% which will be levied from the credit document at the discretion of Adesas.
- 12.7 Credit will not be given by Adesas on any goods returned by the purchaser on a transaction over 6 months prior to their return.
- 12.8 The return of new goods from Purchaser stock or goods on a multiple basis will only be accepted with prior arrangement with Adesas.

13 FITNESS FOR PURPOSE

- 13.1 Adesas takes every care with regard to the quality of the goods it supplies as far as it is able to. However as the goods are used for a multiplicity of purposes and Adesas has no control over the method of their application or use, Adesas excludes as far as it legally may do so any condition or warranty implied by statute or otherwise as to the fitness of it's goods for any particular purpose. Any technical cooperation between Adesas or the Purchaser shall not affect this condition.

14. OUR LIABILITY

- 14.1 The Company shall not in any way be liable or responsible for consequential loss or damages claims or liabilities of any kind, whatsoever, and howsoever arising, in respect of products supplied by the Company.
- 14.2 As a separate and distinct obligation, the Purchaser agrees that if, despite the provision in sub-section (14.1) of this clause, any claim of the Purchaser is for a sum in excess of the invoice value or replacement value of the particular goods in question, then nevertheless that the entire claim shall in no circumstances ever exceed the original invoice value of those goods.

15. PROPERTY AND RISK

- 15.1 Following delivery of goods to the Purchaser the risk shall pass but Adesas shall remain the legal owner of them until such times as the Purchaser has paid to Adesas the full purchase price.
- 15.2 The Purchaser shall be at liberty to deliver the goods to a third party pursuant to an agreement to resell the goods prior to making payment to Adesas, otherwise the purchaser, until payment in full has been made, shall hold the goods in its possession in a judiciary capacity, shall keep the goods separate from other assets and shall obliterate any mark placed on the goods by Adesas identifying the goods as products of Adesas.
- 15.3 Adesas shall be entitled at any time after payment for the goods has become due, to retake possession of the goods removing them there from.
- 15.4 Adesas's rights herein contained shall be in addition to Adesas's right to maintain an action against the purchaser for the price of the goods and any other rights available to Adesas at law or in equity.

16. WARRANTY

- 16.1 Whilst every effort is made by Adesas to ensure supply of quality goods and workmanship, in the event of any defect being discovered in any of Adesas's goods within the guarantee period of the product supplied, which may vary from product to product Adesas agrees to guarantee its products, in normal use, to be free of defects in materials and workmanship for a period of one or two years, unless otherwise stated.
- 16.2 In respect of other equipment, the Warranty as set out in the Manufacturers' appropriate Warranty shall operate in place of all other warranties conditions or liabilities expressed or implied by law all of which are hereby expressly excluded; Adesas will at the request of the Purchaser use its reasonable endeavours to give the Purchaser the benefit of any such Warranty; the Purchaser agrees to be responsible for ensuring that the goods are suitable for

- the purpose he or his Purchaser has or is likely to have in mind. Goods under Warranty claim are tested on Manufacturer equipment and to their specification where applicable.
- 16.3 In all cases, no Warranty shall apply when goods are returned in poor or damaged condition, have been tampered with, or where seals are broken, where they are old or obsolete, or have been subject to excessive wear or misuse.
17. ERRORS AND OMISSIONS
- 17.1 Adesas reserves the right to correct any errors and omissions in invoices, catalogues and any other documents, no liability arising out of any such errors or omissions will be accepted.
18. RESERVATIONS OF TITLE
- 18.1 Notwithstanding delivery and passing of risk, legal and beneficial ownership of goods supplied by Adesas shall remain Adesas's property until full payment for the goods has been made. Until ownership passes the Purchaser shall hold the goods as bailee for Adesas and must keep the goods free from any Charge, Lien or other Encumbrance. The Purchaser shall have possession of the goods but shall at all times remain accountable to Adesas on a Fiduciary in respect of the goods or the proceeds of sale of the goods until payment in full has been made to Adesas.
- 18.2 Adesas shall be entitled to repossess all goods not paid for in any sum due in respect of goods remaining unpaid for by the due date. Adesas may enter upon the premises of the Purchaser to repossess such goods. Where goods supplied by Adesas can be identified on the premises of the Purchaser and Adesas can produce invoices or other evidence of supply of such goods, this evidence can be accepted as proof of supply of the goods by Adesas in irrespective of whether or not the invoice can be specifically related to the particular item/items on the Purchasers premises.
19. EVENTS OUTSIDE OUR CONTROL
- 19.1 Adesas will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- 19.2 A Force Majeure Event includes any act event non-happening omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 19.2.1 Strikes lock-outs or other industrial action.
- 19.2.2 Civil commotion riot invasion terrorist attack or threat of terrorist attack war (whether declared or not) or threat or preparation for war.
- 19.2.3 Fire explosion storm flood earthquake subsidence epidemic or other natural disaster.
- 19.2.4 Impossibility of the use of railways shipping aircraft motor transport or other means of public or private transport.
- 19.2.5 Impossibility of the use of public or private telecommunications networks.
- 19.2.6 The acts decrees legislation regulations or restrictions of any government.
- 19.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.
20. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS
- 20.1 We have the right to revise and amend these terms and conditions from time to time.
- 20.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you) or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions unless you notify us to the contrary within seven working days of receipt by you of the Products).
21. IMPORTANT SAFETY INFORMATION
- 21.1 All Goods should only be fitted by a suitably qualified or competent person in accordance with any manufacturers instructions.
- 21.2 Ensure appliances are disconnected from the mains before performing any work on them and that any necessary earth continuity or insulation resistance tests are performed before reconnecting.
- 21.3 All mains wiring must comply with the current Wiring Regulations (or as applicable to the country in which the products will be used).
22. INTERPRETATION AND LAW
- 22.1 The construction, performance and validity of this contract shall in all respects be governed by English Law and the Purchaser hereby submits to the jurisdiction of English Courts.
- 22.2 For the purpose of the Contracts (Rights of Third Parties Act 1999) only the Purchaser should be entitled to enforce this agreement or make any claim or demand against Adesas and no third party shall be entitled to claim any benefits under this agreement.