

# TERMS AND CONDITIONS

## 1. GENERAL

All goods supplied by us are sold only upon the following conditions: The placing of an order for any such goods, or the acceptance of our quotation or of the delivery of the goods, includes acceptance of these conditions and excludes any terms and conditions that may be contained in your order. Our record of any order placed by you, either written or verbal, shall be conclusive to the type and quality of the product and the point and date of delivery.

## 2. VALIDITY

Unless previously withdrawn, our quotation is open for acceptance within 30 days after its date, subject to the goods being available upon receipt of order.

## 3. DELIVERY

Unless otherwise specified, the price quoted includes delivery to premises specified by you, at which point all risk in the goods passes to you. Time for delivery shall not be the essence of the contract, except by prior agreement.

## 4. PASSING OF PROPERTY

Notwithstanding delivery, all goods supplied by us will remain our absolute property, until you pay in full for them and for all other goods supplied by us.

## 5. LOSS OR DAMAGE IN TRANSIT

The Carrier's Terms & Conditions shall apply to all shipments. Any shortage or damage should be clearly stated in writing to us and the Carrier within 3 days after the date of delivery, otherwise no claim will be considered. Time is of the essence of this Clause. Our liability in respect of any claim accepted under this Clause, is limited only to making up the shortage or replacing any goods proven to have been faulty or damaged prior to shipment and not damaged or lost in transit by the Carrier to the point of delivery. We will not accept liability for any loss or damage suffered by you, whether direct or consequential and howsoever arising.

## 6. PRICES

All goods are sold subject to the prices and any relevant discounts ruling at the time of delivery. Our prices, discount rates and Terms and Conditions of Sale may be altered at any time without notice. All discounts and prices are calculated on a "whole order" basis.

## 7. PACKAGING

Items listed on our Invoice are sold separately and conform to their relevant standards. Where relevant and at your request, we will mount devices within an enclosure, to your specification, to ensure physical compatibility, to facilitate safe and efficient packaging and to minimise on-site assembly. The resulting assembly may not be **certified** as a Consumer Unit or an Assembly, as defined by BSEN61439-3, but may **comply** with BS7671:2008, AMD3 with regard to 421.1.201 and 133.1.3 and 120.3 and 536.4.203. The final configuration and suitability will be your responsibility.

## 8. PAYMENT (for Credit Account Customers)

Payment in full without retention or set-off shall be due not later than 30 days from date of Invoice or date of shipment, whichever is later. If you do not comply punctually with these terms of payment we reserve the right to suspend further deliveries until all arrears have been paid and, at our option, to close your Credit Account. BACS Bank Transfer is the preferred method of payment, but Paypal, cheques or cash are acceptable methods. **For non-Credit Account customers**, payment is due prior to shipment, or on receipt of Invoice, or at the time of collection of goods from our premises..

## 9. PERFORMANCE

It is your responsibility to determine that the goods are sufficient and suitable for the purpose to which they are to be put. It is also your responsibility to determine suitable device configuration. We cannot accept any responsibility either in respect of the installation of any goods or as to the ultimate performance of any product in which the goods may be installed. We shall in no way be liable for any direct or consequential damage, loss or expense arising from any defect, inefficiency or breach of standards caused by the manner in which the goods are used.

## 10. WARRANTY

All devices supplied by us are manufactured by others. Accordingly, we shall pass onto you the benefit of their warranty, if any, given by the manufacturer of the goods, provided the terms of payment have been met, as per Clause 8 above. Our liability under this Clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods, and we shall not be under any liability, whether in contract, tort or otherwise in respect of any goods or loss resulting from such defects or from anything done or omitted in connection with the goods or from any work done in connection therewith. SBS manufacture the Assembly, as supplied, but do not manufacture the components therein.

## 11. RETURN OF GOODS

In no circumstances may goods supplied against a firm order be returned without our prior consent and without a valid reason for doing so. All goods returned must be securely packed and returned to us at your expense. Restocking and handling charges may apply.

## 12. WAIVER

Any failure by us to enforce any or all of these Conditions shall not be construed as a waiver of any of our rights hereunder.

## 13. RIGHTS OF PARTIES TO THIS CONTRACT

For the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to any term or condition hereof and nothing contained herein shall confer on any third party any benefit or right to enforce any term or condition hereof. This Contract shall be governed and interpreted exclusively according to the law of England and Wales and you agree to submit to the non-exclusive jurisdiction of the English Courts.