



## Terms and conditions of sale

### 1. Definitions

<b>Seller</b>	means Retrotouch (UK) Ltd (registered in England under number 06555718)
<b>Buyer</b>	the person who buys or agrees to buy the goods from the Seller.
<b>Conditions</b>	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
<b>Goods</b>	the items which the Buyer agrees to buy from the Seller as set out in the Schedule.
<b>Force Majeure Event</b>	has the meaning set out in clause 11.

### 2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of Retrotouch (UK) Ltd.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

### 3. Price

- 3.1 The Price shall be quoted on the Seller's confirmation of order, Prices must be checked and any errors must be notified within 24 hours otherwise shall be deemed accepted.
- 3.2 The price of a Goods includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.
- 3.3 The price of the Goods does not include any applicable delivery charges. Our delivery charges are stated in clause 10.
- 3.4 Prices for our Goods may change from time to time; we shall give 30 days' notice of any changes to prices accordingly.
- 3.5 The price of Goods on our site or pricelists, despite reasonable efforts may be incorrectly priced. IF we discover an error in the price of the Goods, we shall inform you of this error and shall give you the option of continuing to purchase the Goods at the correct price or cancel the order. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

#### **4. Payment and Interest**

- 4.1 Payment of the Price and VAT shall be made by one of the following: Mastercard, Visa, Maestro, Paypal or BACS for the goods and all applicable delivery charges is in advance for non-credit accounts.
- 4.2 Payment of the Price and VAT shall be due by the end of the month following month of invoice date of the Seller's invoice for Credit accounts.
- 4.3 The Seller may suspend further deliveries to the Buyer, if the Buyer fails to settle any outstanding payments on the due date without prejudice to any other right.
- 4.4 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.
- 4.5 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of [8%] per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 4.6 No prompt payment discounts are applicable unless confirmed in writing and agreed by the Seller at the time of purchase.

#### **5. Goods**

- 5.1 The Goods are described in the Schedule.
- 5.2 The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.
- 5.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable statutory or E.C. requirements or where the Goods are to be supplied to the Seller's specification, which do not affect their quality or performance.
- 5.4 The Seller has the right to change designs at any time without notice is reserved.
- 5.5 No Special order goods which have been accepted by the Seller may be cancelled by the Buyer except in agreement in writing of the seller, and all costs, expenses incurred for cancelling goods shall indemnified by the Buyer as a result of cancellation.

#### **6. Warranties**

- 6.1 The Seller warrants that for a period of 24 months commencing on the date of delivery of the Goods (Warranty Period, unless specified), the Goods shall subject to the following conditions:
  - 6.1.1 conform within their description;
  - 6.1.2 be of satisfactory quality with the meaning of the Sale of Goods Act 1979; and
  - 6.1.3 the goods should be installed and maintained by competent persons in accordance with best practice guide and Requirement for Electrical Installations. Any instructions specifically advised by the Seller and where appropriate, with particular reference to information marked on the Goods.
  - 6.1.4 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, misuse, wilful damage, abnormal working conditions, negligence, failure to follow the Seller's instructions, repair or alterations of the Goods without the Seller's prior approval.
  - 6.1.5 the Seller shall not be liable for any loss, damage or reduction in performance of the Goods which in the reasonable opinion of the Seller is attributable to any equipment, products or services not supplied by the seller;
  - 6.1.6 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

## **7. Delivery of the Goods**

- 7.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.
- 7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

## **8. Acceptance of the Goods**

- 8.1 The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer.
- 8.2 The Buyer shall carry out a thorough inspection of the Goods within 48 hours and give notice in writing to the seller after discovering that some or all of the goods do not comply with the Warranty above, the Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.
- 8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

## **9. Title and risk**

- 9.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 9.4 The Seller may at any time before title passes and without any liability to the Buyer:
  - 9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
  - 9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

## **10. Delivery**

- 10.1 Carriage shall be chargeable on all UK sales under £200.00 ex VAT. This will be at the rate of £9.00.
- 10.2 A small number of postcodes may incur delivery charges, the Seller shall inform the buyer at time of purchase for any additional delivery charges incurred.

## **11. Force Majeure**

- 11.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the

workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.

- 11.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 11.3 If the Force Majeure Event prevents the Seller from providing any of the Goods for more than 8 weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.

## **12. Limitation of Liability:**

- 12.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
  - 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 12.1.2 fraud or fraudulent misrepresentation;
  - 12.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - 12.1.4 defective products under the Consumer Protection Act 1987.
- 12.2 Subject to clause 12.1:
  - 12.2.1 the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - 12.2.2 the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the purchase price of the Goods.
- 12.3 After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4 This clause 12 shall survive termination of the Contract.

## **13. General**

- 13.1 Notices.
  - 13.1.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
  - 13.1.2 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action
- 13.2 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or

partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 13.3 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 13.4 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.5 This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.
- 13.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Seller.
- 13.7 Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).