

# TERMS & CONDITIONS

## When you place an order with us, you are agreeing to keep to these terms and conditions.

### 1. About these terms and conditions

**a** These terms and conditions, and any special terms and conditions you and we agree to in writing (referred to together as 'the terms') form a contract between:

- you, the person placing the order; and
- us, Hubb Systems Ltd (company number 07089546);

for you buying the goods you have ordered (which includes any instalment of the goods or any parts for them).

**b** Any reference to a law or Act of Parliament includes any amendment to that law or Act of Parliament.

### 2. Basis of the sale

**a** We will sell you the goods in line with the terms of the contract (which are these terms and conditions and any special terms and conditions you and we have agreed in writing). Any change to the terms must be agreed in writing by you and us.

**b** You must not rely on any representations or assurances about the goods that are not confirmed in writing by us. This does not affect your or our liability for making fraudulent statements.

**c** We will not be liable for you following any advice or recommendation we give you about storing or using the goods if we have not confirmed that advice or recommendation in writing.

**d** If there is a mistake in any document or information we provide, we can correct that mistake without having any liability.

**e** Any samples, drawings, descriptions or advertising we produce, and any descriptions or illustrations contained in our catalogues or brochures, are only intended to give an approximate idea of the goods. They do not form part of the contract.

### 3. Orders, specifications, cancellations and returns

**a** Your order will not be considered to have been accepted until we have confirmed this in writing or the goods are delivered.

**b** You are responsible for making sure the details of any order (including any specification you provide) are correct, and for giving us any information we need within enough time to enable us to fulfil the order.

**c** If we need to produce the goods in line with a specification you have provided, you must indemnify (fully compensate) us against all loss, damages, costs and expenses arising from any claim for those specifications breaking any patent, copyright, design, trademark or other property right.

**d** We can change the specification of the goods if this is necessary for the goods to meet any relevant law or EU requirement. If we are producing the goods to your specification, we can make

any changes which do not significantly affect the quality or performance of the goods.

**e** You cannot cancel an order we have accepted unless we agree to this in writing. If we agree to you cancelling the order, you must indemnify us against all loss, including loss of profit, the cost of all labour and materials used, damages, and any charges and expenses arising as a result of the cancellation.

**f** If you need to return the goods, you must do so within seven days of them being delivered. If you return the goods, we will refund the price you paid less our costs for packing and delivering the goods, and our administration charges. You can ask us about these costs before you buy the goods.

You will also have to pay us a restocking charge of:

- £20 plus VAT; or
- 20% of the price you paid; whichever is higher.

You must return the goods in their original packaging, and in the condition they were in when delivered.

**g** If we agree to replace all or part of the goods after you have asked us to, you must:

- arrange and pay for the goods to be returned to our place of business undamaged, unused and in their original packaging;
- pay any difference in price between the returned goods and the replacement goods; and
- pay the cost of us packaging, processing and delivering the replacement goods.

### 4. Price of the goods

**a** The price of the goods will be our quoted price. If we have not quoted a price (or a quoted price is no longer valid), the price of the goods will be the price listed in our published price list that applies at the date we accept your order. All prices we quote are valid for 30 days, after which time we can change them without giving you notice.

**b** We can, at any time before the goods are delivered, increase the price of the goods to reflect any increase in our costs as a result of:

- any factor beyond our control;
- you changing the delivery dates, quantities or specifications for the goods; or
- any delay caused by any instructions of yours or you failing to give us all the information or instructions we need.

**c** Unless our quotation or any price list of ours says otherwise, or you and we have agreed otherwise in writing, all prices we quote or show in our price list include the cost of delivering the goods in England, Wales or Scotland. There will be an extra charge on top of the price that we quote, or the price shown in our price list, for delivering the goods to outside the UK mainland, as well as certain parts of Scotland, including the Scottish Highlands. If the delivery

address is outside England, Wales or Scotland, then unless you and we agree otherwise in writing, all prices do not include delivery and will be based on the cost or you collecting the goods. If we agree to deliver the goods, you will have to pay our charges for transport, packaging and insurance.

**d** The price we quote or that is shown in our price list does not include VAT, which you will also have to pay to us.

### 5. Payment terms

**a** Unless you and we agree otherwise in writing, we may invoice you for the goods at any time after they are delivered, unless you are collecting the goods or you fail to take delivery of the goods through no fault of ours, in which case we can invoice you at any time after we have told you that the goods are ready to be collected or that we had tried to deliver the goods.

**b** You must pay the full price of the goods, without taking off any amount, in line with any payment terms you and we agreed, and always within 30 days of the date of our invoice. We can claim the price from you, even if you have not collected the goods or have failed to take delivery of them. We will only provide a receipt if you ask for one.

**c** If you fail to make any payment when it is due, we can:

- cancel the contract or suspend any further deliveries to you;
- put any payment made by you towards the cost of the goods or any goods supplied under any other contract between you and us, as we think fit; and
- charge you interest on the unpaid amount each month, at a rate of 5% above HSBC Bank plc base rate at the time, until you have paid in full. (Any period shorter than a month will be treated as a full month for the purpose of calculating interest.)

**d** Regardless of any other clause in these terms and conditions, we can ask you to pay the full price of the goods before they are delivered.

**e** Any discounts we give you only apply if you pay for the goods in full and on time.

### 6. Delivery

**a** If we are delivering the goods, we will deliver them to the address set out in the order. If the address the goods need to go to is outside England, Wales or Scotland, you will need to collect the goods from our premises after we have told you that the goods are ready.

**b** Any delivery dates we quote are estimates and we will not be liable for any delay unless we have agreed otherwise in writing. We may deliver the goods before the quoted delivery date if we give you reasonable notice.

**c** If the goods are being delivered in instalments, each delivery is considered to be part of a separate contract. If we fail to deliver any instalment on time, or there is a problem with any instalment,

this does not entitle you to cancel the whole order.

**d** If we fail to deliver the goods, or any instalment, our liability will be limited to the cost of you getting replacement goods of a similar description and quality in the cheapest market available, less the price of the goods. We will not be liable for any failure to deliver the goods if that failure was caused by:

- an event outside our reasonable control; or
- you not giving us adequate instructions.

**e** If you fail to take delivery of the goods, or you do not give us adequate delivery instructions, and this is not our fault or is due to an event outside your reasonable control, the goods will be considered to have been delivered at 9am on the second business day after the arranged delivery date. Also, we may:

- store the goods until you take delivery and charge you the reasonable storage and insurance; or
- sell all or part of the goods and, after deducting reasonable storage, insurance and selling costs, credit you for any excess over the price of the goods or charge you for any shortfall.

### 7. Risk and property

**a** Responsibility for damage to or loss of the goods will pass to you:

- as soon as the goods are delivered; or
- if you fail to take delivery of the goods for no acceptable reason, when the goods are considered to have been delivered (see clause 6e).

**b** Regardless of when the goods are delivered and you take responsibility for them, the goods will not become your property until we have received full payment for:

- the goods; and
- all other goods you owe us for.

**c** Until the goods become your property, and while they still exist and have not been sold on, we can at any time demand that you return the goods. If you don't return the goods, we can enter your premises, or anyone else's premises where the goods are stored, to repossess them.

**d** Until the goods become your property, you must:

- store the goods separately from all other goods you hold so they can easily be identified as our property;
- not remove, damage or obscure any identifying mark or packaging on or relating to the goods;
- maintain the goods in a satisfactory condition and keep them insured for their full value from the date of delivery; and
- give us any information we ask for about the goods.

**e** You cannot use the goods as security for any amount you owe until they are your property. If you do, you must immediately pay off the full amount you owe us.

## 8. Limit of our liability

**a** We guarantee that, unless other clauses (including clauses 3f and 3g) apply, when the goods are delivered they will be free from faults in materials or workmanship at the time of delivery. We will have no liability for any fault arising from:

- any drawing, design or specification you provided; or
- fair wear and tear, damage caused by you, your negligence, abnormal working conditions, you failing to follow our instructions (whether spoken or in writing), misuse or the goods being altered or repaired without our approval.

**b** Except where the terms say otherwise, or where you bought the goods for personal use (not for business purposes), all warranties, conditions or other terms that apply under any law or regulation are excluded as far as is allowed by law.

**c** If you bought the goods for personal use (not for business purposes), the terms do not affect your legal rights.

**d** If you find any fault in the quality or condition of the goods, or they do not meet the agreed specification, you must tell us within three days of the delivery date (whether or not you want to return the goods). If you do not tell us within three days, you will not be entitled to return the goods and we will have no liability to replace them or refund the price you paid for the goods. You do not have the right to return the goods because of any fault which is so slight that it would be unreasonable to return them.

**e** If you make a valid claim relating to the quality or condition of the goods, or them not meeting the agreed specification, within three days of them being delivered, we will decide whether to replace the goods or the relevant part, or refund all or part of the price you paid for the goods (in which case we will have no further liability to you).

**f** We will not be liable to you (except where we are liable by law, where fraud is involved, or where the terms say otherwise), for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation, whether caused by our negligence (or the negligence of our employees or agents), which arise in connection with the goods, including any delay in supplying the goods or failing to supply the goods, or you not being able to use or sell them.

**g** We will not be liable to you for any delay or failure to meet our responsibilities under the terms if the delay or failure was due to an event beyond our reasonable control (including strikes, lock-outs or other industrial action or trade disputes).

**h** Our total liability to you for all other losses arising in connection with the goods will never be more than the price you paid for the goods, unless the terms say otherwise.

**i** Nothing in the terms will limit or remove our liability for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- fraud or fraudulent statements and assurances;
- not keeping to section 12 of the Sale of Goods Act 1979;
- faulty products, where the Consumer Protection Act 1987 applies; or
- any matter where it would be unlawful for us to deny or restrict liability.

## 9. Your insolvency

**a** This clause applies in the following circumstances.

• If you make a voluntary arrangement with those you owe money to, are made bankrupt, have an administration order placed over your company or go into liquidation, unless this is for the purposes of restructuring the business.

• If someone with a legal right to your assets or property takes possession of any of them, or a receiver is appointed over any of your property or assets.

• If you stop trading, or threaten to stop trading.

• If we reasonably believe that any of the events mentioned above is about to happen.

**b** If any of the circumstances in clause a above apply, we can cancel your order or suspend any further deliveries without any liability to you. If we have delivered the goods but have not paid in full for them, the amount you owe will become due immediately, regardless of any payment arrangement we agreed with you.

## 10. Confidentiality

**a** You and we agree that neither of us will at any time reveal any confidential information about the other's business, affairs, customers, clients or suppliers, except as allowed under clauses 10b and 10c below.

**b** You and we may pass the other's confidential information to your or our employees, officers, representatives or advisers who need the information to carry out their duties relating to the terms. You and we must make sure that anyone the other's confidential information is given to keeps to this clause 10.

**c** You and we can provide the other party's confidential information if this is required by law, a court or any government or regulatory authority.

**d** You and we must not use any of the other's confidential information for any purpose other than in connection with this agreement.

## 11. General

**a** We may at any time transfer any of our rights or obligations under the terms, but you cannot do so without our permission in writing.

**b** Any notice you or we need to give under the terms must be in writing and addressed to the other's registered office or main place of business, or any other address currently on record for notice to be sent to.

**c** If we fail to take action, or delay in taking action, after you have broken any of the terms, this will not prevent us from taking action over this or any other matter in the future.

**d** If a court or other competent authority finds that any part of the terms cannot be enforced, this will not affect the remaining terms, which we will still be entitled to enforce.

**e** The contract between you and us will be governed by the laws of England and legal disputes will be settled in the English courts.

**f** Nobody other than you and us will have any rights under the terms.

## Important – signing the carrier's note

When you sign for the delivery, you are confirming that the correct quantity of goods has been delivered, and they are in a satisfactory condition.

You must check the goods for damage or loss before you sign for them.

If, for any reason, you cannot check the goods thoroughly before signing, you must write '**Damaged**' next to your signature. This is the only way you will be covered by the insurers. If you will not be able to check the goods properly within three days of them being delivered, write 'Damaged and replaced' next to your signature and refuse to accept the goods. Then contact us as soon as possible. We will make sure we send replacements, or refund your payment in full if you prefer.

Fortunately, damage and loss caused by our reputable carriers is very rare, but you must protect yourself by checking. If you do find any issues after taking the delivery, you must tell us within three days of the date the goods were delivered. If you don't, we will not replace missing or damaged items free of charge.

If you are arranging for other people to receive and sign for a delivery, make sure they know about this. We suggest you print off copies of this page to give you or others a reminder of the procedures.

Please be assured that problems with deliveries are very rare and we will do everything we can to keep any inconvenience to a minimum.

## Hubb Systems Ltd Trading address:

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