



Underwoods Electrical Distributors Limited

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Terms & Conditions of Sale

All orders are accepted by Underwoods subject to the Terms and Conditions of Sale set out below:

1. General

All orders for products and services on the Underwoods website are accepted by Underwoods Electrical Distributors Ltd. (hereafter known as UED) subject to these terms and conditions of sale. No other terms will apply to the supply of products and services by UED unless agreed in writing by an authorised signatory of UED or expressly stated otherwise in these terms and conditions of sale.

All descriptions of the products and services contained on the UED website or otherwise communicated to the Customer are approximate only and shall not form any part of the contract between UED and the Customer. UED shall not be liable to the Customer for any errors or omissions in its catalogues.

These terms and conditions of sale do not apply to export transactions, to which separate terms and conditions of sale apply.

2. Prices

The prices of the products and services are applicable at the date of dispatch of the ordered products or the date of provision of the ordered services. All prices exclude VAT, which UED will add at the rate applicable at the date of order dispatch. UED reserves the right to change prices without prior notice at any time.

3. Ordering

UED reserves the right to decline to trade with any company or person. In addition, UED may decline to accept any order, whether or not payment has been received, by giving notice of non-acceptance to the Customer by e mail, telephone or facsimile within a reasonable period of receipt by UED of the order.

UED executes orders to the Customer's requirements, and does not substitute one product for another unless requested by the Customer, or unless the product has been superseded by the latest version. To the extent that orders cannot be fulfilled completely from stock, the unfulfilled balance will be supplied as soon as free stock becomes available.

It is incumbent upon the customer or customer's representative to ensure that equipment is selected, configured and engineered to be suitable for the intended application.

4. Delivery

UED will aim to deliver products in accordance with the Customer's order. Delivery prices apply per order, irrespective of the number of products ordered. Delivery will be made to the Customer's usual business address, unless otherwise agreed in writing.

UED operate a next day service as standard for products which are ex stock

This service only applies to UK mainland some outlying areas, Highlands & Islands would take longer. Premium services for timed deliveries are available on request.

This however is subject to conditions such as weather or unusual traffic conditions which are out of UED control

UED shall not be liable for the consequences of any delay in delivery. Time for delivery shall not be of the essence. If any delivery is late, the Customer must notify UED, and UED will endeavor to ascertain if the product has been delivered or the expected delivery time of the product to the Customer. UED may also, at its discretion, refund the total delivery charge to the Customer. If a revised delivery time is not acceptable UED may also, at its discretion, offer an alternative delivery option. These are the Customer's exclusive remedies for late delivery.

5. Inspection, Delivery Delays and Non-Delivery

The Customer must inspect the products as soon as is reasonably possible after delivery and shall, within 48 hours of the date of delivery give notice to UED in detail of:

- i. Any defect in the product that is apparent on reasonable examination. In this case UED shall, at UED's discretion, replace the products or refund the purchase price. In any event the Customer must refuse parcels delivered to it in a damaged condition;
- ii. Any shortfall in products delivered. In this case UED shall, at its discretion, deliver the undelivered products or refund the price of the undelivered products;
- iii. Any delivery of products not in accordance with the order. In this case UED shall, at UED's discretion, replace the products or refund the purchase price;
- iv. Any non-delivery of the products (in which case the time limit is within 10 days of the estimated dispatch date). In this case UED shall deliver the undelivered products or refund the price of the undelivered products.

If the Customer fails to give any such notice, the products shall be conclusively presumed to be, in all respects, in accordance with the order and free from apparent defects, and the Customer shall be deemed to have accepted the products accordingly. UED's record of the products dispatched (including the quantity) shall be conclusive evidence of the products received by the Customer, unless proved otherwise by the Customer.

The remedies set out above are the Customer's exclusive remedies for non-delivery or short delivery of

products, or for apparent defects in the products or delivery of products not in accordance with the order. UED shall not be liable for any losses, consequential or otherwise, or for costs (including legal costs), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, damages, claims, demands, proceedings, judgments or otherwise arising from these circumstances.

6. Payment

If UED has not granted credit to the Customer, payment terms are cash with order.

Credit terms (subject to satisfactory references and at UED's absolute discretion) are available. If credit has been granted, the Customer shall pay the price of the product or service in **30 days** following the month in which the products are dispatched. All payments must be made without any set-off, deduction or counterclaim.

7. Risk and Ownership

Risk of loss of or damage to the products shall pass to the Customer on delivery. Ownership of all products supplied shall not pass to the Customer until full payment of the purchase price of the goods and of all other amounts owing to UED has been made (in cash or cleared funds). If the Customer is late in paying any sum to UED, then UED shall be entitled to the immediate return of all products where the ownership has not passed to the Customer. The Customer authorises UED and its agents to recover the products, and to enter any premises of the Customer for that purpose. Demand for or recovery of the products by UED shall not of itself discharge either the Customer's liability to pay the whole of the price and take delivery of the products or UED's right to sue for the whole of the price.

8. Product and Availability Information

UED reserves the right, without prior notice, to discontinue any product or to make design changes as part of its continuous program of product improvement.

9. Warranty

For products purchased from UED warrants that if any product is defective, it will replace or repair the product or refund the purchase price. This warranty is subject to a claim being made in writing to UED within 12 months of the original date of dispatch, or such other longer period as may be indicated by UED for specific products from time to time in writing.

These warranties shall not apply to any defect which arises from improper use, failure to follow the product instructions, or any repair or modification made without the consent of UED. The Customer must return or dispose of the products, or make them available for collection as instructed by UED, in accordance with UED's instructions and suitably packaged. All orders are accepted by UED subject to the Terms and Conditions of Sale set out below:

The Customer must contact UED to notify UED of the return of any products prior to returning any products and obtain a returns number, which is to be quoted on all paperwork. Returned products

must be accompanied by an advice note stating the original invoice number in respect of the products and the nature of any claimed defect. Where the Customer returns products otherwise than in accordance with these warranty provisions, UED may refuse such products and return them to the Customer at the cost of the Customer.

The customer upon receipt of the replacement warranty product must return the defective part back to UED within the specified time frame or will be charged the full amount of the replacement at the spares price which will be higher than his standard net terms.

Any products which are replaced by UED shall become the property of UED. Title to replacement products shall pass to the Customer on delivery, and the period of the replacement product's warranty shall be the unexpired period of the defective product's warranty.

The remedies set out above shall be UED's sole liability and the Customer's sole remedy for any breach of warranty and in respect of the supply or non-supply of products and/or services.

The Customer shall have no remedy in respect of any untrue statement made to it upon which it relied in ordering products and/or services (unless such untrue statement was made knowing that it was untrue) other than any remedy it may have set out expressly in these terms and conditions of sale. Save as expressly provided in these terms and conditions of sale, all implied warranties, terms and conditions (whether statutory or otherwise) concerning the supply or non-supply of products and/or services are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality, fitness for purpose and provision of services with reasonable care and skill). UED will not be liable to the Customer for any loss, damage or liability of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions (statutory or otherwise) or breach of any other duty of any kind imposed on UED by operation of law. The Customer acknowledges that it is responsible for ensuring that the products and services it orders are fit for the purposes for which it intends to use them.

10. Liability

UED shall not be under any liability for damage, losses (whether direct, indirect or consequential), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, costs (including legal costs), claims, demands, proceedings, judgments or otherwise resulting from the failure to give advice or information or the giving of incorrect advice or information (including through the UED technical helpline) whether or not due to its negligence or that of its employees, agents or sub-contractors.

UED shall not be liable for economic loss, punitive damages, loss of revenue, loss of profits or expected future business, damage to reputation or goodwill, loss of any order or contract or any consequential or indirect loss or damage, all as may result from, or be connected with: (i) any express or implied terms of the contract between UED and the Customer, or of any order accepted by UED; (ii) any duty of any kind imposed on UED by law arising out of or in relation to the contract between UED and the Customer or order; (iii) any defect in the products or services; (iv) intellectual property rights infringement; or (v) any other loss whatsoever arising out of these terms and conditions of sale.

If, notwithstanding any other provisions in these terms and conditions of sale including without limitation clauses 9, and 10 any liability attaches to UED, UED's liability to the Customer arising out of or in connection with these terms and conditions of sale or any order whether in contract, tort or otherwise in respect of one or more of (i) any express or implied terms of the contract between UED and the Customer, or of any order accepted by UED; (ii) any duty of any kind imposed on UED by law arising out of or in relation to the contract between UED and the Customer or the order; (iii) any defect in the products or services; (iv) intellectual property rights infringement; or (v) any other loss whatsoever arising out of these terms and conditions of sale shall be limited to the total value of the order, whichever is greater.

Nothing in these terms and conditions of sale (including without limitation this clause 10) shall exclude or limit the liability of UEDs for death or personal injury caused by the negligence of UED or its employees, agents or sub-contractors, or for fraud.

11. Cancellations and Returns

The Customer may not cancel orders once accepted by UED. UED may, at its discretion and in writing, allow an order to be cancelled subject to UED recovering from the Customer the costs incurred by UED. In the event of cancellation of part of any order only, UED may invoice the Customer any difference in selling price per unit applicable to the quantity actually dispatched up to the time of cancellation compared to the quantity ordered.

UED reserve the right to recover from the customer any cancellation or production cost incurred should any specially made parts be cancelled even if the products have still to be supplied.

12. Force Majeure

A force majeure event is any event beyond the reasonable control of UED (including strikes, traffic congestion, the downtime of any external line, or UED's inability to procure services, materials or articles required for the performance of the contract except at enhanced prices). If UED is prevented or restricted from carrying out all or any of its obligations under these terms and conditions of sale by reason of any force majeure event, then UED shall be relieved of its obligations during the period that such event continues, and shall not be liable for any delay and/or failure in the performance of its obligations during such period. If the force majeure event continues for a period longer than fourteen days, UED may cancel the affected order or cancel the whole or any part of these terms and conditions of sale, without any liability to the Customer.

Returns

All returns must conform to the requirements of UED's Quality Management System BS EN ISO9001:2008. Any customer wishing to return product for any reason should first notify his local Branch to obtain a returns authorisation.

Any non-stock or slow moving products with UED may be subject to a handling charge.

UED reserve the right to refuse to return any product back into stock. Specials or made to order parts will not be accepted back into UED stock.

Return products are subject to inspection and are dependent on being in a re-saleable condition. Product will not be accepted back where seals have been broken, are not in original packaging or unboxed, have been used or have defaced packaging.

Third Party Approvals

UED is registered to operate to the following standards

- **BS EN ISO9001:2008** Certificate No. 3740
- **OHSAS 18001:2007** Occupational Health & Safety Management System, Certificate No. H1322