

Eclectic Energy Limited
Terms and Conditions of Sale

In these terms and conditions:- "Conditions" means these terms and conditions of sale; "Contract" means the contract for the sale by us and purchase by you of our goods; "Goods" means any goods supplied by us pursuant to your Order; "Order" means an order made by you for the supply of Goods by us; "Price" means the price of the Goods, plus any delivery charges; "our, us, we" means Eclectic Energy Limited whose registered office is at Unit 22, Sherwood Networkcentre, Sherwood Energy Village, Ollerton, Nottinghamshire NG22 9FD; "you and your" means the person who buys or agrees to buy Goods from us;

2. Our Contract

2.1 These are the only Terms which will apply when you purchase Goods from us. You may only vary these Terms or your Order if you have our agreement in writing.

2.2 Our employees or anyone acting on our behalf are not authorised to make any representations concerning our Goods unless confirmed by us in writing.

3. Orders

3.1 When you place an Order with us we will send you confirmation of your Order in writing. You must bring any discrepancies in the Order to our notice within 2 days of receiving confirmation of the Order from us. If you fail to do so, we shall be entitled to assume that the details in the order confirmation are correct. We reserve the right to charge for any subsequent changes necessary as a result of your failure to properly check the order confirmation. If you do not receive your order confirmation within 2 days, please contact us immediately.

3.2 From time to time we may have to change the specification of Goods ordered without notice to you, but we will only do so if the change in specification is required so that you can receive the most up to date specification or because we have to comply with any applicable EC requirements. We will ensure that any changes do not materially affect the performance quality or appearance of the Goods.

4. Delivery

4.1 Once we receive your Order we will contact you within 7 days to confirm when delivery will take place. Delivery will take place within 30 days or, where you require later delivery, within 14 days of any later date notified by you to us in writing.

4.2 Once your Order is ready we will call you to arrange for a convenient date and address for us to deliver. For **mainland UK deliveries**, the **Standard Delivery** is usually made by carrier between 9am and 5pm (usually between 9am and 1pm) Monday to Friday and needs to be signed for. If you are happy for your order to be delivered without being signed for, we will need your written authorisation and we will not accept any liability for non delivery or damaged and/or missing Goods. If you want your Order to be delivered early in the morning, you can upgrade to a **Timed Delivery** (guaranteed before 10am) for an extra charge. If a weekday delivery is not convenient, you can also upgrade to a **Saturday Delivery** (usually morning) for an extra charge. The extra charges for a **Timed Delivery** or a **Saturday Delivery** will be quoted to you on request. For **overseas deliveries**, the delivery charge will be quoted to you according to volume, weight and address of delivery.)

5. Pricing

5.1 The Price of the Goods shall be as advertised in our current price list set out in our catalogue and on our website. All prices are inclusive of UK VAT.

5.2 We will confirm the Price of Goods ordered plus any delivery charges at the time you place your Order with us. Where applicable delivery charges must be paid in addition to the Price.

6. Payment Terms

6.1 Unless agreed otherwise, all payments must be in sterling and can be made using any of the following methods: Switch, Visa Credit or Delta, Mastercard/Access. We also accept payment by cheque drawn on any bank within the UK, bank credit transfer, postal order or Eurocheque in sterling. Please allow 7 working days for cheques to clear.

6.2 Payment for your Order must be paid in full including any VAT and delivery charges prior to your Order being dispatched.

7. Cancelling Orders, Return of Goods and Refunds

7.1 You have a right to cancel your Order for any reason whatsoever providing you notify us at any time before delivery of the Goods has taken place; or within 7 working days from the date of delivery of the Goods providing that you have not fitted the Goods or used them and have taken reasonable care of the Goods.

7.2 Where the Goods have been delivered and you wish to cancel your Order in accordance with Condition 7.1, you must return the Goods to us at your own expense, intact and undamaged to our registered office address shown at the top of these Terms. We advise you return Goods to us by courier/registered delivery post to ensure you have proof of postage/return. Goods returned to us remain at your risk until received by us.

7.3 If you cancel your Order under Condition 7.1 we will refund all monies paid by you including any delivery charges you have paid. We will refund any monies to you within a maximum of 30 days of receiving your cancellation notice.

7.4 Where you fail to return the Goods to us, we shall be entitled to charge you for the reasonable costs of collecting the Goods from you. We reserve the right to deduct such costs from any refund due to you.

8. Warranties and Liability

8.1 Subject to the Terms set out below we warrant that upon delivery the Goods will correspond with their specification, will correspond with the approximate description given by us and will be free from defects provided that we shall be under no liability arising from failure by any person, other than us or our employees or contractors, to follow our instructions (whether oral or in writing), inappropriate storage, improper use, further treatment of or process to the Goods or any defect caused as a result of reasons which are under your control.

8.2 Unless these Terms provide otherwise, any other warranty, condition or other term expressed or implied by statute, common law or otherwise is excluded save that nothing in these Conditions shall affect the statutory rights of a consumer which cannot be excluded by law. In particular, we make no warranty as to the fitness of the Goods for any particular purpose other than the normal purpose for which the Goods are used even if that purpose is stated in your order unless we specifically confirm in writing that the Goods are fit for such a purpose. This exclusion includes recommendations or advice from us to you relating to a specific enquiry. You must satisfy yourself as to the fitness for the purpose for which the Goods are intended.

8.3 You shall not be entitled to reject the Goods where the alleged defect or breach of contract is so slight that it would be unreasonable for you to.

8.4 Any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specification shall be notified to us immediately upon discovery of the defect or failure and in any event any valid claim so made shall not be accepted by us unless made within 3 days from the date of delivery of the Goods. Any claim for items missing from your Order must be made within 10 days of the delivery date.

8.5 Nothing in these Terms excludes or limits the liability of us for death or personal injury caused by our negligence.

8.6 We shall not be liable to you nor be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Contract, if the delay or failure was due to any cause beyond our reasonable control such as (but without limitation) any strike, lock-out or other form of industrial action, reduction in or unavailability of power at our works or those of our suppliers, breakdown of manufacturing or other equipment and unavailability of raw materials.

8.7 We do not accept liability for any defect in the Goods which has been specifically drawn to your attention before the Contract is made and/or where you have examined the Goods before the Contract is made, and that examination ought to reveal any such defect. In all other cases you shall give us a reasonable opportunity to inspect the Goods in the same condition as they were at delivery after discovery of the defect and liability will not be accepted unless this procedure is followed.

8.8 We do not accept liability for any indirect loss you may suffer.

9. General

9.1 Any written notice you want to send us must be sent to us at our Registered Office Address. If we want to send you a written notice we will send it to the address on your Order form, unless you notify us otherwise.

9.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions shall remain in full force and effect.

9.3 If we do not enforce a term of these conditions now, we are not prevented from doing so at a later stage.

9.4 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9.5 The Contract shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.