

Rosette Electrical - Terms Of Business

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DEFINITIONS

In this Terms of Business, the following definitions are applicable:

Contract:

means the legally binding agreement between the Seller and the Buyer for the supply and purchase of Item/s in accordance with these Terms of Business.

Buyer:

means the person, employee, firm or any other entity which contracts with the Seller for the purchase of Item/s.

Item/s :

means any product, good, or hardware, of any kind supplied by the Seller to the Buyer.

Seller:

Means :

RPE GROUP LTD (trading as Rosette Electrical)

Whose registered address is :

Russell House, 140 High Street, Edgware, United Kingdom, HA8 7LW.

Whose trading address is :

Unit 6, Broadbent Close, London, N6 5JW

Whose UK Vat Number is :

438 4115 01

Email : wholesale@rosette-electrical.com

Telephone : +44 (0)207 031 5715

TERMS

1. ORDERS & BASIS OF CONTRACT

1.1 These Terms of Business govern the purchase of any Item/s by the Buyer from the Seller; and; the supply of any Item/s by the Seller to the Buyer. These Terms of Business constitute the entire and only agreement between the parties.

1.2 No variation, modification or substitution of these Terms of Business shall be binding on the Seller unless specifically accepted by the Seller in writing and signed by a Director of the Seller.

1.3 The Buyer is responsible for ensuring that any Item/s ordered meet the Buyer's requirements.

1.4 Once the Seller has issued an Order Confirmation, the Buyer cannot change or part-remove items from the order without the express written agreement of the Seller.

1.5 The Buyer acknowledges that they have not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract.

1.6 The Seller may cancel or part cancel an order, for stock and / or supply chain reasons, at any time. The Seller can do this by issuing notice to the Buyer in writing. Upon doing so the Seller will reimburse the Buyer prorata within 7 days. No further sums nor damages will be due to the Buyer by the Seller.

2. QUOTATIONS

2.1 Any quotation issued by the Seller is for informative and indicative guide purposes only and under no circumstances constitutes an offer by the Seller.

2.2 Quotations issued by the Seller shall be valid for 7 days from the date of Quotation and cannot be transferred unless agreed otherwise in writing by the Seller.

2.3 Item/s stipulated on the Seller's quotation do not guarantee stock and / or availability.

3. SERVICES

3.1 All Item/s supplied by the Seller are done so on a supply only basis.

3.2 The Seller does not provide any design, specification, take offs, installation, configuration, commissioning, or technical support; whatsoever.

3.3 The Seller does not provide any design, specification, recommendation, technical advice, or other advice in relation to the Item/s supplied, or other; and any information stated by the Seller is for information only; and is not to be relied upon by the Buyer.

3.4 The Buyer is to satisfy themselves that the item/s they purchase are suitable for their requirements, prior to the purchase of such item/s.

4. USED ITEM/S :

4.1 Used Item/s may have some signs of cosmetic wear, paint splatter etc. The Seller and Buyer agree this is not considered a defect.

4.2 Used Item/s will require testing prior to installation, see clause 7.

5 NEW BOX OPENED ITEM/S :

5.0 New Box Opened Item/s are second hand products and are not "new".

5.1 New Box Opened Item/s may not have any Manufacturer's warranty.

5.2 New Box Opened Item/s may be missing their original packaging, or the original packaging may be opened or no longer sealed.

5.3 New Box Opened Item/s may be a factory second, or a new and unused item with minor cosmetic defects.

5.4 New Box Opened Item/s will require testing prior to installation, see clause 7.

6. PACKING, SHIPPING, INSURANCE IN TRANSIT, IMPORT / EXPORT DUTIES & TAXES :

6.1 Unless otherwise stated, all : packing, shipping, and insurance in transit costs; are excluded.

6.2 If the item/s are being shipped outside of the UK, the Buyer is responsible for the costs of, and the administrative work to arrange, all import / export duties and taxes.

7. TESTING PRIOR TO INSTALLATION :

7.0 All Used and New Box Opened Item/s are sold on the basis that each item has not been tested for functionality, satisfactory performance, or safety. Accordingly the item/s should be treated as requiring repair and / or reconditioning prior to being used, accordingly the following applies :

7.1 The Seller has not tested any of the Item/s for functionality, satisfactory performance, or safety.

7.2 If the Buyer is suitably qualified; the Buyer MUST prior to installing the Item/s, test the Item/s for functionality, satisfactory performance and safety.

7.3 If the Buyer is not suitably qualified; the Buyer MUST prior to installing the Item/s instruct a suitably qualified 3rd party to test the Item/s on the Buyer's behalf for functionality, satisfactory performance and safety.

7.4 If the Item/s fail the tests as set out in clause 7 above, the Buyer may return the Item/s which failed the tests to the Seller, at the Buyers expense. The Seller may further test the items and then issue a replacement item or refund (at the Seller's discretion).

8. INSTALLATION :

8.1 Prior to installation of any Item/s, the Buyer MUST ensure such Item/s have been tested as set out in clause 7 and have passed such tests.

8.2 The Buyer MUST ensure any Item/s supplied by the Seller are installed by a qualified electrician; and in accordance with all current relevant local and national regulations; and in accordance with the relevant Item/s manufacturers' installation instructions for the Item/s, which can be found online.

9. PAYMENT

9.1 All Item/s are to be paid for proforma, unless both parties have made prior special arrangements in writing.

10. DELIVERIES

10.1 Delivery of Item/s will be to the delivery address stipulated on the proforma invoice; or as otherwise advised in writing.

10.2 Delivery of Item/s will be to the curb side only.

10.3 The Seller reserves the right to charge the Buyer for aborted deliveries that are due to the actions and / or in-actions of the Buyer.

10.4 Unless otherwise agreed, dates for delivery are approximate only and the time of delivery is not of the essence.

10.5 It is the Buyer's responsibility to ensure that all Item/s delivered are checked for missing Item/s, parts and / or defects in transit, and inform the Seller of the same within 24 hours of delivery.

11. RISK & PROPERTY

11.1 Risk in the Item/s shall pass to the Buyer on completion of delivery. Title to the Item/s shall not pass until the Seller receives payment in full for the Item/s.

11.2 In the event of non-payment, the Seller may recover or resell the Item/s.

11.3 In the event of non-payment, the Seller reserves the right to cease supplying further Item/s.

11.4 To assure the Seller of the Buyer's compliance to its obligations under these Terms of Business, the Seller shall be entitled to enter the Buyer's premises or such other premises where the Item/s are stored. Where the Item/s are stored at a premise owned by a third party, the Buyer shall use its best endeavours to procure entry to such premises by the Seller.

11.5 Nothing in this clause shall give the Buyer the right to return the Item/s other than in accordance with clause 13.

12. PRODUCT SPECIFICATION

12.1 The Buyer should refrain from advising installers to make preparations for materials and installation without physical delivery and receipt of the Item/s.

12.2 The Seller will not be held responsible for costs in the event of any specification changes to any Item/s.

12.3 The Buyer acknowledges that in entering into a Contract, they are not relying on any representation regarding specification and are waiving their right to claim for any breach arising thereof.

12.4 Any typographical, clerical or other error or omission in any sales or promotional literature, quotation, proforma invoice, website, price list, acceptance of offer or counter-offer shall be subject to correction by the Seller without any liability arising.

13. CANCELLATIONS & RETURNS

Cancellations

For Business to Business (B2B) Orders

13.1 An order cannot be cancelled without the express written agreement of the Seller.

13.2 Where a Cancellation or part cancellation is accepted in writing by the Seller, a 50% restocking fee shall apply.

For Business to Customer (B2C) Orders

13.3 Cancellation will be in accordance with the consumer's statutory rights.

Returns

For Business to Business (B2B) Orders

13.5 The Seller operates a standard strict no-returns policy.

13.6 Where a Return is accepted in writing by the Seller, a 50% restocking fee shall apply. Save for where Item/s are returned due to the Item/s being incorrectly described by the Seller.

For Business to Customer (B2C) Orders

13.7 Returns will be in accordance with the consumer's statutory rights.

14. SELLER'S WARRANTY (FOR "USED" & "NEW BOX OPENED" ITEM/S)

14.1 The Seller will provide a limited Warranty to the Buyer for "Used" and "New Box Opened" Item/s - details below.

14.2 It should not be inferred by the Buyer that by the Seller providing a Warranty, the Seller has tested the Item/s. The Buyer is still required to test the Item/s as set out elsewhere in these Terms of Business.

14.3 The Warranty will start from the date the Seller submits a written Order Confirmation or the date any Item/s are received by Buyer, whichever is sooner, and will last for the period as stipulated (note there may be different warranty periods for different products).

- 14.4 The Warranty is for the benefit of the Buyer only, and not for any 3rd parties.
- 14.5 The Warranty is not transferable and / or assignable to any 3rd parties.
- 14.6 The Warranty covers the Item/s supplied by the Seller to the Buyer only; and does not cover any indirect or consequential loss.
- 14.7 Any cosmetic defects, cosmetic blemishes, or cosmetic faults are excluded from the Warranty.
- 14.8 Any faults caused by wear and tear once the Item/s have been received by the Buyer are excluded from the Warranty.
- 14.9 If any of the Item/s ordered have manufacturer/s approved installers for the installation of such item/s, all installation of such Item/s must be carried out by a manufacturer's approved installer; Failure to do so will void the Warranty.
- 14.10 The Warranty is subject to the law of England only, and both the Seller and the Buyer submit to the exclusive jurisdiction of the courts of the specified jurisdiction.
- 14.11 If a Warranty Return is agreed by the Seller, the Buyer is to pay for all packing, shipping, insurance and import / export duties and taxes costs to return the Item/s to the Seller's UK address. The Buyer must insure the Item/s in shipment for the original order price. The Buyer must package and protect the Item/s appropriately for shipment.
- 14.12 Any repairs, alterations or unintended use of the Item/s, by or on behalf of the Buyer will void the Warranty.
- 14.13 In order for the Seller to consider a Warranty Return, the Buyer is to troubleshoot and use their best endeavours to resolve the issue/s with the Item/s Manufacturer's technical support. The Buyer is required to submit supporting evidence of this to the Seller, in the form of an email from the manufacture of such Item/s' technical support.
- 14.14 Upon receipt of the Item/s under a valid Warranty Return, the Seller at their discretion, may repair the Item/s and return them to the Buyer; or replace the Item/s; or refund to the Buyer the value of the Item/s (at the original purchase price, less shipping, taxes and any ancillary costs) within 8 weeks of receipt of the Item/s.

15. WARRANTY - "NEW" ITEM/S

15.0 "New" Item/s are different to "New Box Opened Item/s". See elsewhere in these Terms of Business.

15.1. The Buyer may have the benefit of a Manufacture's Warranty on "New" Item/s - further details available upon request on an Item by Item basis.

15.2 Where “New” Item/s have a manufacturer provided warranty which the Buyer has the benefit of, the Seller will not provide a warranty for such Item/s.

16. INDEMNITY

16.1 Excluding the extent to which the Seller may be liable to the Buyer under these Terms of Business, the Buyer agrees to indemnify the Seller against all and any reasonable losses and costs incurred by the Seller.

17. LIMITATION OF LIABILITY

17.1 Without prejudice to any specific limitations and exclusions under these Terms of Business, the Seller’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the order or £5,000 whichever is the lesser.

17.2 The Seller shall not be liable for any indirect or consequential loss, howsoever caused, including loss of profits, pure economic loss, administrative inconvenience, loss of business, goodwill, contract, anticipated savings, delivery and assembly costs, installation or reinstallation costs, costs of remedial work, property or assets or liability under agreements with or to third parties resulting from such breach.

17.3 The terms implied by sections 13-15 *Sale of Goods Act 1979* are to the fullest extent permitted by law, excluded from the Contract.

17.4 No employee/s, officer/s or director/s of the Seller (including past appointed employee/s, officer/s or director/s) or any agent of the Seller, shall be personally liable to the Buyer for any negligence, default or any other liability whatsoever arising from performance of the Contract.

18. TERMINATION

18.1. Without prejudice to either parties’ other rights or remedies, each party may terminate the Contract With immediate effect by means of written notice if:

18.1.1 the other party commits a material breach of its obligations under these Terms of Business or any further terms as agreed from time to time, and if such breach is remediable, has not been remedied within 14 days of receiving notice to do so;

18.1.2 the other party ceases or threatens to cease its business, or becomes insolvent, or become bankrupt, or has a liquidator, receiver, administrator, trustee or similar officer appointed over its assets, or threatens to suspend payment of its debts, or is unable to pay its debts as and when they fall due, or any other analogous event.

18.2 Where the Contract is terminated, the Buyer shall pay the Seller all sums outstanding, including any unpaid invoices and payments of interest. The Seller retains a right to claim damages in respect of any breach of contract which existed at the date of termination in addition to the payment of all sums outstanding.

18.3 Upon termination, the Seller shall be under no further obligation to provide any further Item/s to the Buyer, including those required for different projects. Where termination occurs, the Seller shall retain ownership in the title of any Item/s delivered to the Buyer until full payment, and the Seller shall have the right to order repossession of the Item/s.

19. FORCE MAJEURE

19.1. The Seller shall not be liable for delay or failure to perform any or all of its obligations under this agreement if the delay or failure is caused by circumstances beyond its reasonable control including, but not limited to:

(i) acts of God; war; riot; terrorism; civil disorder; industrial dispute; fire; explosions; malicious damage; compliance with any law or governmental rule, order, regulation or direction; accident; breakdown of machinery; flood; storm; or failure of transport network or a utility service.

19.2 Upon the happening of a Force Majeure Event, the Seller shall be entitled to a reasonable extension of time for the performance of its obligations under the Contract. However, if the Force Majeure Event prevents the Seller from providing any of the Item/s ordered for more than 6 weeks, the Seller shall be entitled to terminate the Contract immediately by way of written notice to the Buyer. Under such termination no damages will be due to the Buyer by the Seller.

20. INSOLVENCY

20.1 Subject to applicable insolvency rules, if the Buyer fails to make payment under their Contract with the Seller or falls in breach of these Terms of Business or any other terms of any Contract with the Seller, or should the Buyer:

20.1.1 become insolvent;

20.1.2 suffer the appointment of an administrator or an administrative receiver over any of its assets;

20.1.3 go into liquidation whether compulsorily or voluntarily;

20.1.4 makes any voluntary arrangements with its creditors (within the meaning of the Insolvency Act 1986 or any equivalent or analogous legislation);

20.1.5 become the subject of a bankruptcy order;

20.1.6 cease, or threaten to cease to carry on business; or should the Company reasonably apprehend that any events mentioned above is to occur in relation to the Buyer and the Buyer notifies the Company accordingly;

20.2. The Seller shall have the right (without prejudice to any other rights and remedies) to:

20.2.1 to suspend or withhold further deliveries so long as the default continues, and or;

20.2.2 to serve notice on the Buyer noting that unless all outstanding sums pursuant to their Contract are paid, it will cancel the relevant contract and any other contract with the Buyer. If payment is not made, the Seller reserve the right to treat the Contract as repudiated and recover damages accordingly, and/or;

20.2.3 to recover from the Buyer, any cost or expenses incurred should a third party agency be used in the collection of any monies due from the Buyer, and/or;

20.2.4 to enter the Buyer's premises for the purpose of repossessing the Item/s in respect of which title has not yet passed.

20.3 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Item/s which remain the property of the Buyer but in the event that the Buyer does so, all monies owed to the Seller shall (without prejudice to any other right or remedy of the Buyer) forthwith become due and payable.

21. THIRD PARTY RIGHTS

21.1 A person who is not a party to the Contract shall not have any rights to enforce its terms. The Contracts (Right of Third Parties) Act 1999 is expressly not intended to apply.

22. GENERAL

22.1 If any part of these Terms of Business is found to be unlawful, unenforceable or invalid, it shall not affect the validity or enforceability of the remaining clauses.

22.2 If a provision is found to be unlawful, unenforceable or invalid, the parties shall negotiate in good faith to amend such a provision to ensure that it can be amended or construed as legal, enforceable and / or valid.

22.3 If a provision may be modified to make it legal, enforceable or valid, the parties agree that it shall be deemed modified to the minimum extent necessary. Where this is not possible, it shall be deemed deleted from the Terms of Business.

22.4 These Terms of Business shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales in respect of both contractual and non-contractual matters.

22.5 Any headings, notes and footnotes included in these Terms of Business are for convenience only and shall not effect the interpretation of these Terms of Business.

23. JURISDICTION

23.1 The entirety of these Terms of Business are subject to the law of England only, and both the Seller and the Buyer submit to the exclusive jurisdiction of the courts of the specified jurisdiction.