

## **Sterling Power Products. Terms and Conditions (Business Resellers)**

These terms and conditions (together with the documents expressly referred to on it) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website, price lists, catalogues or other media to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from us.

We amend these Terms from time to time as set out in clause 5. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

### **1. INFORMATION ABOUT US**

1.1 We are Sterling Power Products Limited, a company registered in England and Wales under company number 05338546 and with our registered office and main trading address at Unit 8 Wassage Way, Hampton Lovett Industrial Estate, Droitwich, Worcestershire, WR9 0NX, England. Our VAT number is 454 8059 30.

Phone:01905 771771

Fax:01905 779434

Email: [help@sterling-power.com](mailto:help@sterling-power.com)

Website: [www.sterling-power.com](http://www.sterling-power.com)

1.2 To contact us, please also see our Contact Us page [www.sterling-power.com/contact.php](http://www.sterling-power.com/contact.php)

### **2. OUR PRODUCTS**

2.1 The images of the Products on our website, price lists, catalogues or other media are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that our website, price lists, catalogues and other media accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 All Products are subject to availability. We will inform you by e-mail as soon as possible if the

Product you have ordered is not available and we will not process your order if made.

### **3. AUTHORITY AND ENTIRE AGREEMENT**

3.1 You confirm that you have authority to bind any business you are purchasing the Products on behalf of to purchase the Products.

3.2 These Terms and any document expressly referred to in them constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms or any document expressly referred to in them.

### **4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

4.1 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 4.2.

4.2 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.

4.3 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our website, catalogue, price lists or other media, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

### **5. OUR RIGHT TO VARY THESE TERMS**

5.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how we accept payment from you; or
- (b) changes in relevant laws and regulatory requirements.

5.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

- 5.3 Whenever we revise these Terms in accordance with this clause 5, we will keep you informed and give you notice of this by stating that these Terms have been amended.
- 6. DELIVERY**
- 6.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control defined in clause 12.2. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.
- 6.2 Delivery will be completed when we deliver the Products to the address you gave us.
- 6.3 If no one is available at your address to take delivery, we may either contact you to say we will attempt delivery again or leave you a note that the Products have been returned to our premises, in which case, please contact us to rearrange delivery.
- 6.4 The Products will be your responsibility from the completion of delivery.
- 6.5 You own the Products once we have received payment in full, including all applicable delivery charges.
- 7. INTERNATIONAL DELIVERY**
- 7.1 We deliver to the countries listed on this our website page: [www.shop.sterling-power.com/acatalog/SHIPPING.pdf](http://www.shop.sterling-power.com/acatalog/SHIPPING.pdf) (**International Delivery Destinations**). However there are restrictions on some Products for certain International Delivery Destinations, so please review the information on that page carefully before ordering Products.
- 7.2 If you order Products for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 7.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 7.4 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.
- 8. PRICE OF PRODUCTS AND DELIVERY CHARGES**
- 8.1 The prices of the Products will be as quoted on our website, price lists, catalogues or other media from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time. However if we discover an error in the price of Product(s) you ordered, please see clause 8.5 for what happens in this event.
- 8.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.
- 8.3 The price of a Product 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 Products in full before the change in VAT takes effect.
- 8.4 The price of a Product does not include delivery charges. Our delivery charges are as quoted on our website from time to time. To check relevant delivery charges, please refer to our Delivery Charges page [www.shop.sterling-power.com/acatalog/SHIPPING.pdf](http://www.shop.sterling-power.com/acatalog/SHIPPING.pdf)
- 8.5 Our website, price lists, catalogues or other media contain a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable 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.

**9. PAYMENT**

- 9.1 You shall pay correctly rendered invoices issued by us in pounds sterling within 30 days from the end of the month in which we have delivered the Products in accordance with clause 6.2.
- 9.2 Neither party may withhold payment of any amount due to the other due to any set-off, counter-claim, abatement, or other similar deduction.

**10. OUR WARRANTY FOR THE PRODUCTS**

- 10.1 We provide a warranty that on delivery and for a period of 24 months from delivery of the original Products (and for the avoidance of doubt not from the date of delivery of any replacement Products), the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 10.2.
- 10.2 The warranty in clause 10.1 does not apply to any defect in the Products arising from:
  - (a) fair wear and tear;
  - (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
  - (c) if you fail to operate or use the Products in accordance with the user instructions;
  - (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
  - (e) any specification provided by you.

**11. OUR LIABILITY TO YOU**

- 11.1 Nothing in these Terms limit or exclude our liability for:
  - (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (d) defective products under the Consumer Protection Act 1987.
- 11.2 Subject to clause 11.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of

statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss; or
- (g) any costs associated with the removal and reinstallation of the Products as a result of a product recall for safety issues.

11.3 Subject to clause 11.1 and clause 11.2, our total liability to you 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 100% of the price of the Product that is deemed to be the cause of such liability.

11.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

**12. EVENTS OUTSIDE OUR CONTROL**

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 12.2.

12.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

- 12.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

**13. COMMUNICATIONS BETWEEN US**

- 13.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 13.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.
- 13.3 Please note that any notice given by you to us, or by us to you, will be deemed received and properly served, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**14. OTHER IMPORTANT TERMS**

- 14.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you in writing or by posting on this webpage if this happens.
- 14.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 14.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

14.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

14.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.6 These Terms are governed by English law. This means that a Contract, 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), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

**I confirm I have read and understood, and I accept these Terms and Conditions of Business.**

Signed.....

Print Name.....

For and behalf of (insert business name).....

Dated.....