



internet
ELECTRICAL
online electrical wholesaler

WEBSITE TERMS AND CONDITIONS

TERMS OF USE OF SALE

1. DEFINITION

1.1 **SELLER** means Internet Electrical (“we”)(“us”) or (“our”)

1.2 **BUYER** – (“you”) (“your”) means the person who buys or agrees to buy Goods from the Seller

1.3 **GOODS** means the goods or products (or any part of them) in which SELLER is to supply in accordance with these Condition

1.4 **“WORKING DAY”** means any day other than a Saturday and Sunday but excluding bank and public holidays in England.

1.4 **ORDER** means the contract between the Seller and the Buyer for the sale and purchase of Goods/products in accordance with these Conditions.

1.5 **CONDITIONS** means the terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Buyer and Seller. References to “written” or “in writing” include fax and email communications.

PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING THE INTERNET ELECTRICAL WEBSITE (“WEBSITE”) OR ORDERING ANY PRODUCTS FROM OUR WEBSITE (“PRODUCTS/GOODS”)AS, IN ACCESSING AND USING OUR WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. WE DRAW YOUR ATTENTION TO THE LIMITS OF OUR LIABILITY IN CLAUSE 10 AND RIGHTS OF CANCELLATION AND RETURNS IN CLAUSE 9.

IF FOR ANY REASON WHATSOEVER YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR DO NOT WISH TO BE BOUND BY THEM, YOU MUST NOT ACCESS THE USE OF OUR WEBSITE. USING THIS WEBSITE INDICATED THAT YOU ACCEPT THESE TERMS AND CONDITIONS REGARDLESS OF WHETHER OR NOT YOU CHOOSE TO REGISTER WITH US OR ORDER FROM US. YOU SHOULD PRINT A COPY OF THE TERMS AND CONDITIONS FOR FUTURE REFERENCE.

2. BASIS OF CONTRACT

2.1 These conditions govern the sale of Goods by the Seller to the Buyer. These conditions constitute the entire and only agreement between the parties in relation thereto. The Seller's acceptance of the Order by delivery of the Goods constitutes a legally binding contract between the parties on these Conditions.

2.2 All orders placed by the Buyer are on the basis of these Conditions and are subject to acceptance by the Seller by delivery of the Goods to the Buyer at which point a legally binding contract is constituted between the parties. The processing of payment and acknowledgment of the Buyer's Order does not constitute legal acceptance of the Order.

2.3 These conditions supersede all previous terms and conditions issued by the Seller and the Buyer agrees to be governed by them in all matters arising from the purchase of Goods from the Seller.

3. WE ONLY SELL TO THE UK MAINLAND

4. AGE RESTRICTION ON USE OF OUR WEBSITE

4.1 Our website and any Goods or services available on or via the website are not intended for use by individuals under the age of 18 years old. If you are under the age of 18, you must not use our website, purchase or attempt to purchase any of our goods or services, or submit any information about you or anyone else to us. By continuing to place an Order to purchase Goods you confirm that you are an adult.

5. PROMOTIONAL VOUCHERS

5.1 At no time do we offer promotional vouchers

6. PAYMENT

6.1 The Buyer must pay in the currency in which the price, delivery charges, and any other charges are stated by us.

- 6.2 The Buyer can pay with most major credit or debit cards by completing the relevant details on the checkout page.
- 6.3 The Seller must receive payment for the whole of the price of the goods you order and purchase and any applicable charges for delivery before your order can be processed. By using credit or debit card to pay for your order or purchase, you confirm that the card being used is yours or that you are authorised to use it.
- 6.4 All payment must be cleared funds before the goods and dispatched.
- 6.5 Taking payment does not mean we have accepted your order and if for any reason we are unable to accept your order we will provide you with a full refund back to the credit/debit card used at the time of placing your order request in full within 14 days.
- 6.6 All credit/debit card holders are subject to validation checks and authorisation by the credit issuer. If the issuer of the card refuses to authorise payment the Seller will not accept the Buyers order or purchase and the Seller will not be obliged to inform the Buyer of the reason for refusal. The Seller will not be held responsible for the card issuer or bank charging the holder of the card as a result of our processing of the Buyer's credit/debit card payment in accordance with the Buyer's order or purchase.
- 6.7 The Buyer is responsible for all orders placed by its authorised employees and the Seller is not bound by any individual order limit the Buyer may impose on its authorised employees. The Buyer must inform the Seller in writing as soon as a relevant employee is no longer authorised to place and receive Orders.
- 6.8 The format of our invoices to you will solely be dictated by us.

7. PRICE

- 7.1 All prices quoted are subject to Value Added Tax (VAT) at the prevailing rate on the date of despatch
- 7.2 The Seller must receive payment for the whole of the price of the Goods ordered, and any applicable charges for packaging, insurance and delivery before the order can be accepted unless the Seller has agreed otherwise in advance in writing.
- 7.3 Seller reserves the right, by giving notice to Buyer at any time before delivery, to increase the price to reflect any increase in the cost to Seller which is due to any factor beyond the control of Seller (such as, without limitation, any increase in the costs of labour, materials or other costs of Manufacture).
- 7.4 The Seller takes every reasonable care to ensure that the price of the goods available on the Seller's website are correct. If there is an error, the Seller will always be able to correct it and will decide whether to reject your order containing the error or whether to contact you and ask you whether you wish to proceed with your order at the correct price even after we have sent you a confirmation of your order. Should the Seller be unable to contact the Buyer or the Buyer does not wish to continue with the order at the corrected price, the Seller will cancel the order and refund the price paid.
- 7.5 All Goods are subject to availability. Whilst the Seller endeavours to hold sufficient stock to meet all orders and purchases, if the Seller has insufficient stock to supply or deliver the Goods ordered and paid by the Buyer, the Seller may, at its discretion, supply or deliver a substituted product or refund to the Buyer the price paid for such Goods as soon as possible and in any case within 30 days.

QUOTATIONS

- 7.6 The Buyer acknowledges that no contract was entered into in reliance on any representations other than those incorporated in the Seller's quotation and these Conditions, and particularly no price list shall form part of the contract documents.
- 7.7 A quotation by the Seller shall not constitute an offer and there shall be no binding contract until the Seller has confirmed acceptance in writing of the order placed by the Buyer.
- 7.8 The Seller's quotations will lapse after 7 days.**

8. DELIVERY AND TITLE

- 8.1 Before placing your order, please refer to the delivery options set out on our website to ensure that we can deliver to your address. Any dates quoted for the delivery of the Goods are approximate only and Seller shall not be liable for any delay in the delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. A valid signature may be required on collection or delivery of Goods.
- 8.2 In the unlikely event that you have not received all the Goods within 48 hours of the expected delivery date, the Buyer must notify the Seller immediately. We strongly suggest that you do not schedule or commence any installation work until after you have received your Goods and checked all the Goods are suitable for your purposes and do not have any missing parts or damages.
- 8.3 The Buyer must do all that they reasonable can to enable delivery to take place. If you delay delivery, or delivery fails because you have not taken appropriate steps, we will try to arrange for an alternative delivery date within 30 days of the failed delivery. If delivery fails as a result of circumstances within your reasonable control, the cost of any re-delivery shall be borne by the Buyer. If the Seller is unable to arrange a date for re-delivery, we may cancel your order and refund to you the price that you have paid for the Goods.
- 8.4 For reason of health and safety and to avoid any property damage, Goods can only be delivered to the exterior of a ground floor location at the delivery address. The Buyer must therefore make their own arrangements at the Buyers own risk if the relevant Goods need to be transported from the delivery location. The Seller does not provide any unpacking, installation, fitting or waste removal services upon delivery.
- 8.5 Subject to clause 8.7.3 and 8.7.4 title of the Goods will remain with the Seller until such time as all Goods are ready for despatch

and paid for in full.

8.6 Title of the Goods shall not pass to the Buyer until the Seller has received payment in full for the Goods and all other sums which are or which become due to the Seller for Sales of Goods to the Buyer.

8.7 Until title of the Goods has passed to the Buyer, the Buyer shall:

8.7.1 hold the Goods on a fiduciary (good faith) basis as the Seller's bailee (custodian)

8.7.2 stores the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property

8.7.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods

8.7.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

8.7.5 give the Seller such information relating to the Goods as the Seller may require from time to time.

9. CANCELLATION, RETURNS, SHORTAGES, DAMAGED GOODS

Cancellation

9.1 The Buyer may cancel its order and return the unused Goods purchased by giving the Seller notice of cancellation within 30 days of the date of delivery to the Buyer. Such notice may be given by phone, mail, or email. If the Buyer is cancelling because of any problem with the Goods, please notify the Seller of the problem at the time of cancellation.

9.2 You will lose your right to cancel after the expiry of 30 day period referred to in clause 9.1. This does not affect your rights if there is any problem with the goods.

9.3 On cancellation for whatever reason, the Buyer must return the Goods to the Seller at the Buyer's cost unless the Seller agrees that the Buyer may dispose of the Goods in which case please comply with the manufacturer's instructions before disposing of hazardous Goods. You must return the Goods, including packaging and all components. Where the Goods are being returned because they are faulty, incorrect Goods or because of unsuitable substitution by the Seller, the Seller will meet the cost of the return and the Seller can nominate the carrier.

9.4 Where the Buyer wishes to cancel part of an order, the Seller will not refund the delivery charges.

9.5 Where the Buyer wishes to cancel the entire order, the Seller will also refund the standard delivery charges.

9.6 The Seller will refund by the same method used to purchase the Goods.

9.7 The Seller will not in any circumstances accept the return of products which are not normally stocked by the Seller or, that are not published on the Seller's website. Nor will the Seller accept any return of Goods that have been cut or manufactured to the Buyer's specification (such as cable).

9.8 The Seller may withhold any refund until the Seller has received the Goods.

Faulty Goods, Short Delivery or Damaged Goods

9.9 Where the Goods are being returned because they are faulty, damaged, incorrect or non-delivery the Buyer must notify the Seller in writing within 48 hours of delivery.

9.10 Without prejudice to your right to cancel orders generally under this clause 9, if you have notified us of a problem with the Goods within 30 days of delivery or collection, the Buyer have a right to reject the Goods and receive a full refund, or alternatively the Seller may wish to provide a replacement.

9.11 If an item develops a fault after 30 days following delivery or collection, The Seller may offer a repair or replacement of the item or offer a refund. If the product is to be repaired, and the manufacturer has provided a helpline, repair service or warranty, the Seller may ask the Buyer to make contact with the manufacturer direct.

9.12 The provisions of this clause 9 do not affect your legal rights if you are a consumer.

10. LIABILITY

10.1 - It is for Buyer to satisfy itself that the Goods are fit for the purpose for which they are intended, whether or not that purpose has been communicated to Seller.

10.2 The Seller shall have no liability to pay any money to the Buyer by way of compensation other than any refund the Seller makes under these Terms and Conditions. The Seller's liability to the Buyer shall not in any event include losses related to any business of the Buyer, such as loss of profits or business interruption. Loss of anticipated savings, loss of business opportunity, goodwill or reputation or any indirect or consequential loss or damage; neither will the Seller be responsible to the Buyer for any other loss which is not a foreseeable consequence of the Seller being in breach of these Terms and Conditions or its legal duties. The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with this agreement shall be limited to the total sums paid by the Buyer for the Goods under that contract.

10.3 This does not affect your statutory rights, nor is it intended to exclude the Seller's liability to the Buyer for fraudulent misrepresentation or for death or personal injury resulting from the Seller's negligence or any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

10.4 Goods are intended for use in the UK only and the Seller cannot confirm that the Goods comply with any laws, regulations or other standards applicable outside the UK. All Goods are sold in accordance with the manufacturer's specifications and are subject to any qualifications, representations or instructions contained in the documentation associated with the Goods.

10.5 Subject to Clause 10.3, the Seller will not be responsible to the Buyer or, in the event that the Buyer is undertaking work for another person, to any other person, for the use or installation of any Goods by the Buyer. Accordingly, if the Buyer is a trade customer, the Buyer hereby agrees to hold the Seller harmless, and indemnify the Seller against any liability associated with, any claim or allegation that the Seller is responsible for any failings in the installation or use of Goods that the Seller supplies

10.6 The Seller shall have no liability to the Buyer for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder or for any other liability, in each case that is caused by any event or circumstance beyond the Seller's reasonable control (including, without limitation, accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, mechanical failures, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government and imposition or restriction of imports or exports).

10.7 The Seller will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

10.8 The Seller will assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

11. TERMINATION

11.1 The Seller may suspend further supply or delivery, stop any Goods in transit or terminate the contract by notice in writing to the Buyer if the Buyer is in breach of an obligation hereunder or the Buyer becomes unable to pay its debts when they fall due or proceedings are commenced by or against the Buyer alleging bankruptcy or insolvency.

11.2 Upon termination, the Buyer's indebtedness to the Seller becomes immediately due and payable and the Seller shall be under no further obligation to supply Goods.

12. FORCE MAJEURE

Seller shall have no liability to the Buyer for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder or for any other liability, in each case that is caused by any event or circumstance beyond our reasonable control (including, without limitation, accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, mechanical failures, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts, and other industrial disputes, acts or restraints of Government and imposition or restrictions of imports or exports).

13. HEALTH AND SAFETY

13.1 By purchasing from the Seller the Buyer acknowledges that it is aware of all health and safety requirements pertaining to the goods/products and their application.

13.2 By purchasing from the Seller the Buyer assumes full liability for the consequences of its actions and acknowledges that the Buyer is obliged to report any misuse or abuse of the Seller's goods/products and/or services.

14. MANUFACTURER'S WARRANTIES

14.1 Some of our Goods are sold with a manufacturer's warranty, guarantee or similar assurance (please refer to product description on our website for further information). Any complaints, query or claim under a manufacturer's warranty, guarantee or similar assurance must be made direct to the manufacturer and the Seller will not be responsible or liable under or in connection with any such warranty, guarantee or assurance.

14.2 Any manufacturer's warranty, guarantee or similar assurance applies in addition to your legal rights if you are a consumer.

14.3 All of our products are covered with at least a one year guarantee. Some products have a longer guarantee. Please check the product pages for further details or contact us. Extended manufacturers warranties are available on some products. Please check the manufacturer's website for further details. Please note that some manufacturers may demand their right to repair faulty goods which is out of our control.

15. DISPOSAL OF ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE)

15.1 The WEEE regulations (January 2013) was implemented to ensure that the amount of waste on certain electrical and electronic equipment is reduced, separated from household waste, thus avoiding being sent to landfill. The Buyer agrees that the collection, recovery/treatment and disposal of non- household electrical or electronic equipment purchased from the Seller will be the Buyer's

responsibility. In the case of household waste, please take this waste to the Buyer's nearest Designated Collection Facility where special facilities exist for correct disposal.

16. GENERAL

16.1 If any provision of these Terms and Conditions is invalid, illegal or unenforceable (including any provision in which the Seller excludes its liability to the Buyer) that provision shall, to the extent required, be deemed to be deleted and the validity, legality or enforceability of any other part of these Terms and Conditions will not be affected.

16.2 Where any terms or conditions may be valid by the inclusion or exclusion of one or more conditions it will be considered that those amendments have taken place with the minimum modification necessary.

16.3 This contract and any dispute or claim arising out of or in connection with it shall be governed by and interpreted in accordance with English law, the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

16.4 These Terms and Conditions constitute the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Order.

16.5 The Buyer may not assign or sub-contract any of their rights or obligations under these terms to any person without our prior written consent. No third party shall be entitled to enforce any of these terms whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16.6 The Seller will retain and use the Buyers personal data for the purpose of advertising, marketing and its administration in accordance with the Data Protection Act 1998 unless you notify the Seller in writing otherwise. We may disclose your information to our service providers for these purposes.

16.7 THESE TERMS AND CONDITIONS DO NOT IN ANY WAY AFFECT YOUR STATUTORY RIGHTS

17. CONTACT DETAILS

If you wish to cancel or discuss your order, or make a complaint with respect to your order please contact us by: E-MAIL : care@internet-electrical.co.uk or write to: Internet Electrical, Office 5, First Floor, Hubbard Way, 2 Civic Drive, Ipswich. IP1 2QA. By phone: 01473 798918