



Terms and Conditions

1. OUR CONTRACT

1.1 These terms and conditions govern the supply of goods sold by Switch Electrical Wholesales Limited (No 06925689) of 87 Park Road Peterborough PE1 2TN (“we” and “us”) to the customer (“you”) and constitute the entire and only agreement between us in relation thereto.

1.2 All orders placed by you are on the basis of these Terms and Conditions and are subject to acceptance by us by delivery of the goods to you at which point a legally binding contract is constituted between us. The processing of your payment and acknowledgement of your order does not constitute legal acceptance of your order.

2. PRICE & PAYMENT

2.1 We reserve the right to change the price of commodity goods, such as copper, at any time due to market conditions but we will confirm the prevailing price with you before accepting your order. We are not obliged to accept your order for such goods and may decline it or limit the order quantity.

2.2 Occasionally an error may occur and goods may be incorrectly priced in which circumstances we will not be obliged to supply the goods at the incorrect price.

2.3 If you are an account customer, payment shall be made in full at the end of the month following the date of invoice. (Unless a specific 60 day agreement has been made). Time shall be of the essence for payment. We may revoke credit if you fail to make payment when due. If payment is not made when due, interest is payable at the annual rate of 3 per cent over HSBC’s then current base rate on the amount outstanding from the due date for payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement, together with any reasonable legal or other recovery costs. You are responsible for all orders placed by your authorised employees and we are not bound by any individual order limit you may impose on your authorised employees. You must inform us in writing as soon as a relevant employee is no longer authorised by you to place or receive orders.

3. DELIVERY & TITLE

3.1 Unless you order and collect the goods from our trade counter, we will deliver them in accordance with your order usually within the stated delivery time. In the unlikely event that we do not make the goods available to you within 30 days of accepting your order you will have the option of cancelling your order by notifying us accordingly prior to delivery. A valid signature will be required on collection or delivery. In the unlikely event that you have not received all the goods within the stated delivery time you must notify us immediately. You must not schedule or commence any installation work until after you have received your order and checked all the goods for any defects or missing parts.

3.2 Without prejudice upon delivery of the goods to you, the goods shall be at your risk. In spite of delivery having been made, title in the goods shall not pass to you until you have paid the price for the goods in full and no other sums whatsoever shall be due to us from you. Until title in the goods passes from us, you shall hold goods on a fiduciary basis as bailee and shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.

4. AVAILABILITY

While we endeavour to hold sufficient stock to meet all orders, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we may, at our discretion, supply or deliver a substituted product or refund you the price paid for such goods as soon as possible and in any case within 30 days or, in the case of an account customer, we may, in our absolute discretion, as soon as possible raise a credit to offset the amount invoiced to you.

5. CANCELLATION & RETURNS

5.1 You may cancel your order by giving us notice of cancellation within 30 days of the date of delivery to you or collection from the trade counter. Such notice may be given by phone, mail, fax or email or in person at the trade counter. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation.

5.2 On cancellation for whatever reason, you must return the goods to us at your cost unless we agree to collect the goods via our own transport. Where goods are being returned because they are faulty, incorrect goods or because of unsuitability there may be a supplier handling / restocking charge. This will be notified to you at the point of, or request of return / cancellation.

6. LIABILITY PLEASE READ THIS CLAUSE

6.1 If you have notified us of a problem with the goods within 3 working days of delivery, we will (subject to clause 4) either make good any shortage of non-delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question.

6.2 We shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. Our liability to you shall not in any event include losses related to any business of yours, such as loss of profits or business interruption; neither will we be responsible to you for any other loss which is not foreseeable consequence of us being in breach of the Terms and Conditions or our legal duties.

6.3 This does not affect your statutory rights if you are a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

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

7. LIMITED COMPANIES – GUARANTEE

7.1 Those signing the Trade Credit Application Form on behalf of limited companies do so as guarantor and irrevocably undertake to guarantee the payment of all monies owing to us by the relevant limited company if we believe that the limited company cannot meet its obligations.

7.2 If the limited company goes into receivership, liquidation or administration the guarantor will pay to the receiver, liquidator or administrator, as the case may be, such sum as will enable him to pay all monies owed to us by the limited company.

8. AGE REQUIREMENTS FOR SPECIFIC GOODS

Where you place an order for age-restricted goods such as solvents and knives, you confirm that you are over the age of 18 and that delivery will be accepted by a person over the age of 18. We reserve the right to cancel your order if we reasonably believe you are not legally entitled to order certain goods.

9. TERMINATION

We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, your indebtedness to us becomes immediately due and payable and we shall be under no further obligation to supply goods to you.

10. FORCE MAJEURE

We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

11. DISPOSAL OF ELECTRICAL AND ELECTRONIC EQUIPMENT

The WEEE regulations (January 2007) ensures that the amount of waste on certain electrical and electronic equipment is reduced, separated from household waste, collected separately and ultimately disposed of in a sound environmental manner (recycled and recovered). As a trade customer, you agree that the collection, recovery/treatment and disposal of non-household electrical or electronic equipment purchased from us will be your responsibility. In the case of household waste, please take this waste to your nearest Designated Collection Facility (DCF) where special facilities exist for correct disposal. To find your nearest DCF please visit the following web site www.recycle-more.co.uk.

12. GENERAL

If any part of the conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of any other part of these conditions will not be affected. This contract shall be governed by and interpreted in accordance with English Law.

VAT: All prices exclude VAT at the current rate subject to change in taxation.