

TERMS & CONDITIONS

Terms of Business

These terms of business apply to all contracts between you (either an individual or a single legal entity) and Serenco (UK) Ltd (a company registered in England and Wales with company number 3897128 whose registered office is at Unit 3, Wellingborough Road, Sywell, Northamptonshire, NN6 0BN) for the sale and purchase of Goods, to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1. About You and Us

- 1.1. We arrange for the distribution of tools and equipment designed for the professional user ("Goods").
- 1.2. You will be a stockist of our Goods and hold a trade account with us, unless you are an end user to whom we supply spare parts.

2. Orders

- 2.1. Your order constitutes an offer by you to purchase those goods set out in your order and in accordance with these Terms. You shall ensure your order is complete and accurate. You shall only order goods for resale.
- 2.2. Your order is only deemed to be accepted when we issue written acceptance of your order, or deliver the goods set out in the order, at which point the contract for the sale and purchase of these products on these Terms (the "Contract") shall come into existence.
- 2.3. The Contract constitutes the entire agreement between you and us. You acknowledge that you have not relied upon any statement, promise or representation made or given by us on our behalf that is not set out in the Contract.
- 2.4. A quotation for goods given by us shall not constitute an offer.
- 2.5. It is your responsibility as our customer to ensure appropriate measures are in place to prevent unauthorised staff placing orders or making enquiries with us. We accept no responsibility for verbal or written orders which are fraudulent. It is your responsibility to provide an order number or name to go on the order if this is required by you. Payment for disputed orders may not be withheld because the order does not have the correct order number on it.
- 2.6. All returns to us of goods we have supplied should be made within 28 days of purchase, include a completed Customer Returns Form and Proof of Purchase and be returned in their original condition. "Original Condition" is defined as the Product is complete with original packaging, labels and instructions, the Product is undamaged and unused, the Product does not have any saved preferences or personal data and the Products has not been registered including warranty registration. Handling charges will be applied on any correctly supplied order returned for credit at no less than 5% of the value of the goods. You will be responsible for return freight costs. Returns received that do not comply with the conditions set out here will be returned to you at your cost. The following goods are excluded from our returns policy, unless faulty; Software, Technical Data Subscriptions, Products which have been sourced as a Special Order, Products which have been Made to Order and Products which are Discontinued or Obsolete. For full information, please see our dedicated Returns & Repairs Terms & Conditions.

3. Product Specification

- 3.1. Any samples, drawings, specifications, performance figures, dimensions, weights or advertising issued by us, including any descriptions or illustrations contained in our literature or website are published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract between you and us for the sale of the Goods.

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4. Delivery

- 4.1. We will deliver the Goods to the delivery address (Delivery Location) given by you in your Account Application Form or such other location as we may agree with you. Orders delivered to non-account addresses may incur a delivery supplement.
- 4.2. Our standard delivery is 1 – 3 working days from the date your order was accepted. Any dates for delivery quoted are approximate only.
- 4.3. Delivery of the goods shall be completed on the goods' arrival at the Delivery Location. Once removed from the vehicle and subject to inspection and inspection of the goods, the delivery is complete.
- 4.4. The prices for carriage of goods and the thresholds of Service Charge free deliveries are dependant on location and subject to change. 30 days' notice to changes of Service Charges will be given in writing. Orders delivered to a non-account holder address including direct deliveries may incur additional delivery charges based on the order value, delivery location and weight of the goods.
- 4.5. We shall not be liable for any delay in delivery of, or failure to deliver, the goods that is caused by a Force Majeure Event (defined in Section 12) or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the goods.
- 4.6. On occasions, it may not be possible to deliver the goods you have ordered. Our liability for any failure to deliver the ordered goods shall be limited to supplying replacement goods within a reasonable time or issuing a credit note for the price of any undelivered goods against any invoice raised for such goods.
- 4.7. If you fail to accept the goods on delivery, we will return the goods to our stock and may resell the goods. If the goods have been rejected on delivery without our agreement, then you will be liable for the outward and return freight charges.
- 4.8. We may deliver the goods in instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
- 4.9. If on delivery to you there is no apparent loss or damage and the goods are signed for, you have two working days to notify us by telephone or email of any loss or damage found after delivery. The company will then investigate and where possible send out missing or correct items on the same day. If applicable, we will arrange to collect incorrect goods and credit on return to the company.

5. Pricing, VAT & Payment

- 5.1. The price of Goods shall be the relevant price quoted in our then-current price list, which is available from Customer Services on request. Your Net Price and Discount Level is indicated by the Class Code which is explained on account opening. Prices charged will be that ruling at the date of despatch.
- 5.2. We may, by giving notice to you at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - a) Any factor beyond our control including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials or other manufacturing costs;
 - b) Any request by you to change the delivery date, quantity or types of Goods ordered; or
 - c) Any delay caused by your instructions or failure by you to give us adequate information or instructions.
- 5.3. The price of the Goods is exclusive of the costs and charges of transport of the Goods, which shall be paid by you when you pay for the Goods, subject to the relevant Carriage Terms.

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- 5.4. The price of Goods is exclusive of amounts in respect of Value Added Tax (VAT). You shall on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of goods.
- 5.5. We may invoice you for the Goods on or at any time after the completion of delivery. Subject to any variation of these terms, you shall pay the invoice in full and in cleared funds within 30 days of the end of the month the invoice was dated. Payment shall be made to the bank account nominated in writing by us.
- 5.6. You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and you shall not be entitled to asset any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may at any time, without limiting any other rights or remedies we may have, set off any amount owing against any amount payable by us to you.
- 5.7. If you do not pay any invoice in full and cleared funds when due, we reserve the right to:
- a) Charge interest on any overdue accounts at a rate equivalent to HSBC Bank's unauthorised borrowing rate. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You shall pay the interest together with the overdue amount; and/or
 - b) Cancel or suspend all further deliveries under the Contract or any other Contract between you and us by placing your account on hold.
- 5.8. Should it be deemed necessary to resort to legal proceedings to recover Goods or Payment, we reserve the right to recover all of our expenses related to:
- a) the issuing of proceedings, the serving of warrants and any other documents in relation to these proceedings;
 - b) professional advice including from persons indirectly involved in the case; and
 - c) the equivalent of our current hourly rate for time spent on the collection of the debt;
- the above will be invoiced at the conclusion of any court proceedings and will be payable within 14 days of the invoice date.

6. Warranty

- 6.1. Our warranty is that on delivery and for the relevant warranty period (set out below) the goods shall be free from material defects in design, materials and workmanship.
- 6.2. Our general warranty period is 12 months from the date of sale by you of one or more of the relevant goods to an end user (your customer). Please refer to our Warranty Information (available on request) for individual warranty periods.
- 6.3. Subject to the Exceptions set out below, if you notify us during the relevant warranty period within a reasonable time of discovery that some or all of the goods do not comply with our warranty, we shall, at our option, repair or replace the individual faulty component of the goods, or refund the price of the faulty goods in full. In order to be validated a proof of purchase (invoice or receipt) and a proof of the date of supply to your customer must be supplied to us with any returned item where it is claimed that some or all of the goods do not comply with our warranty. This clause sets out the extent of our liability in relation to breach of our warranty.
- 6.4. Exceptions: We will not be liable for goods' failure to comply with our warranty if the fault arises from:

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- a) Fair wear and tear, abuse or misuse of the goods, modifications, willful damage, negligence or abnormal storage or working conditions; or
- b) Because you or your customer failed to follow oral or written instructions as to the storage, commissioning, installation, use and maintenance of the goods or (if there are none) good trade practice.
- c) We make no warranty in respect of consumable items and in the course of processing a claim under our warranty we reserve the right to charge for any replacement consumable items which must be fitted to ensure safe operation of the goods.

7. Transit of Goods

- 7.1. You are responsible for the safe packaging and labelling of goods for return and including the correct return paperwork and proof of purchase to enable us to process the return of goods.

8. Loss or Damage

- 8.1. Except as provided in this warranty statement, we shall have no liability in respect of goods that do not comply with our warranty.
- 8.2. Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.3. These terms shall apply to any repaired or replacement goods supplied by us.

9. Title and Risk

- 9.1. The risk in the goods shall pass to you on completion of delivery. In the event the courier is not offered or named by us, but chosen and arranged by you, the risk passes to you when the item is delivered to or collected by that courier.
- 9.2. Title to the Goods shall not pass to you until the earlier of:
- 9.2.1. us receiving payment in full (in cash or cleared funds) for:
 - a) The Goods; and
 - b) Any other goods or services that we have supplied to you in respect of which payment has become due; and
 - c) All outstanding invoiced from us (All Monies Clause),In which case, title to the Goods shall pass at the time of payment of all such sums.
 - 9.2.2. you resell the Goods, in which case title to the Goods shall pass to you at the time specified in clause 9.4.
- 9.3. Until title to the Goods has passed to you, you shall:
- 9.3.1. store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
 - 9.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 9.3.3. maintain the goods in a satisfactory condition and keep them insured against all risks for their full price from date of delivery;

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- 9.3.4. notify us immediately if you become subject to any of the Relevant Events listed below; and
- 9.3.5. give us such information relating to the Goods as we may require from time to time, but you may resell the goods in the ordinary course of your business.
- 9.4. Subject to clause 9.5, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before we receive payment for the Goods. If you resell the Goods before that time:
 - 9.4.1. you do so as principal and not as our agent; and
 - 9.4.2. title to the Goods shall pass from us to you immediately before the time at which resale occurs.
- 9.5. If before title of the Goods passes to you, you become subject to any of the Relevant Events listed in clause 10.2, or we reasonably believe that any such event is about to happen and notify you accordingly then;
 - 9.5.1. your right to resell the Goods or use them in ordinary course of your business ceases immediately; and
 - 9.5.2. provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy we may have, we may at any time require you to deliver us the Goods and, if you fail to do so promptly, we may enter any of your premises or any premises of any third party where the Goods are stored in order to recover them.

10. Your Insolvency or Incapacity

- 10.1. If you become subject to any of the events listed as Relevant Events below or we reasonably believe that you about to become subject to any of them any notify you accordingly, then, without limiting any other right or remedy available to us, we may cancel or suspend all further deliveries under the Contract or under any other contract between you and us without incurring liability to you, and all outstanding sums in respect of Goods delivered to you shall become immediately due.
- 10.2. The "Relevant Events" are:
 - 10.2.1. an order is made or a resolution passed for your winding-up or an administrator is appointed by order of the court or by other means to manage your affairs, business and property or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of your assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding up or bankruptcy order or you take or suffer similar or analogous action in consequence of debt;
 - 10.2.2. you cease, or threaten to cease, to carry on business, or;
 - 10.2.3. (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), are incapable or managing your own affairs or becomes a patient under any mental health legislation.

11. Liability

- 11.1. Nothing in these Terms shall limit or exclude liability for:
 - 11.1.1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

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- 11.1.2. fraud or fraudulent misrepresentation;
- 11.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 11.1.4. defective products under the Consumer Protection Act 1987; or
- 11.1.5. any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 11.2. Subject to the above statement, we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - 11.2.1. loss of profit, loss of business, loss of contract or loss of goodwill;
 - 11.2.2. or for any indirect or consequential loss in each case arising under or in connection with the Contract; and
 - 11.2.3. 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 not exceed the price of the Goods in connection with which a claim arises.

12. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable (a "Force Majeure Event").

13. WEEE (Waste Electrical Electronic Equipment) Regulation

The obligation for disposal of WEEE sold to business is passed onto you by us. Guidance for recycling can be found in the WEEE Directive 2012/19/EU. EEE sold for distribution to consumers may be taken to any local Waste Collection point for disposal.

14. Termination

We reserve the right to close your account at any time by giving written notice to you. We will normally provide you with a maximum period of 30 days' grace before cancellation becomes effective but we reserve the right to make an immediate cancellation where we deem it to be necessary.

We reserve the right to amend and vary these terms and conditions at any time.