



# Terms and Conditions

Privacy Policy

Updated 6 June 2018



## **1. Definitions**

1.1 The “company” within this document refers to TBA Electro Conductive Products Limited or TBA Protective Solutions (trading name) The company is registered in England and Wales under company number 05882227 at 23 Trinity Square, Llandudno, Conwy LL30 2RH.

1.2 “Business days” are days when banks in London are open for business, except for weekends and public holidays.

1.3 A “contract” is the formal agreement between the company and the customer for the sale and purchase of goods in accordance with these conditions.

1.4 The “customer” is the person or entity the company has a contract with. This may also include any person(s) acting on behalf of, and with the authority of, the customer.

1.5 “Goods” are the products or services supplied by the company to the customer.

1.6 “Order” is the request for goods, as set out in a purchase order form or the customer’s written acceptance of the company’s quotation.

1.7 “Services” include any advice, recommendations or supply of goods as defined above.

1.8 “Price” is the cost of goods, as agreed between the company and the customer subject to clause 4 of this contract.

## **2. Application of these terms and conditions**

2.1 These conditions will be subject to any laws or legislation governing consumer rights, such as the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.

2.2 The company reserves the right to review these conditions at any time. If there is to be changes, they will take effect from the date the customer is notified. In most cases, the customer is under no obligation to accept new terms for current orders but would be required to do so if they place subsequent orders.

## **3. Acceptance**

3.1 It is the customer's responsibility to ensure that the quotation is complete and accurate before accepting.

3.2 A quotation is only valid for a period of 30 business days from its date of issue.

3.3 A quotation will not be processed as an order until accepted by the customer in writing.

3.4 The order will only become a binding agreement when the company issues written confirmation to the customer following the acceptance of the quotation.

3.5 Where more than one customer has entered into this agreement, the customers will be jointly and individually liable for all payments.

3.6 Once accepted, these conditions are binding and can only be amended with the written consent of the company.

3.7 The customer must give the company at least 14 business days’ notice of any change in their name, address and/or any other details.

## **4. Price and Payment**

4.1 At the company's discretion, the price will be either:

- (a) As indicated on invoices provided by the company to the customer in respect of goods supplied; or
- (b) The company’s quoted price provided that the customer accepts the company’s quotation in writing within 30 days and this is confirmed by the company.

4.2 The company reserves the right to change the price of products or services on future quotations.

- 4.3 At the company's discretion, a deposit may be required to secure the order.
- 4.4 The payment due date for goods will be stated on the invoice or any other forms. If no date is stated, then payment is expected within 20 days following the issue date of the invoice.
- 4.5 Unless the customer expresses otherwise in writing on the quotation or any other order forms, payment will be due before delivery of goods.
- 4.6 For overdue invoices, a daily charge (costed at 2.5% per calendar month) will be added from the payment due date. This may continue until after legal action has been taken, in accordance with Late Payment of Commercial Debts (Interest) Act 1998.
- 4.7 If the customer defaults in payment, the customer may also be required to pay all costs incurred by the company in pursuing the debt, including legal costs and collection agency costs.
- 4.8 If at any time the customer is in breach of any obligation (including those relating to payment), the company may suspend or cancel the supply of goods. The company will not be liable for any loss or damage the customer suffers due to this action.
- 4.9 If any account remains overdue after 30 days, the company reserves the right to charge the customer an administration fee. This fee will be added each month the account remains overdue and will be expected to be paid in full with the overdue balance.
- 4.10 The company may exercise its right to cancel all or part of any order and may expect all amounts owing to the company become immediately payable if:
- (a) Any money payable to the company becomes overdue or if the company believes the customer will be unable to meet its payments.
  - (b) The customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors.
  - (c) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed on behalf of the customer.
- 4.11 In the event that the customer cancels delivery of goods, the customer will be liable for any loss incurred to the company (including, but not limited to, any loss of profits) up to the time of cancellation.
- 4.12 The company reserves the right to cancel these conditions or an order at any time, but written notice will be provided. Where appropriate, the customer will receive a refund of any sums paid for goods. The company will not be liable for any loss or damage arising as a result.
- 4.13 The customer may not amend or deduct costs from invoice totals without prior consent from the company. Any outstanding amounts will be treated as overdue payments.

## **5. Delivery of Goods**

- 5.1 Goods are delivered when:
- (a) The customer or a nominated carrier (agent) collects goods from the company's address; or
  - (b) The customer receives goods at their address or an alternative address requested by them.
- 5.2 At the company's discretion, the cost of delivery is additional to the price.
- 5.3 It is the customer's responsibility to ensure all arrangements necessary are made to collect or receive the delivery of goods ordered. If the customer is unable to take the delivery as arranged, then the company is entitled to charge a reasonable fee for redelivery.
- 5.4 Delivery of the goods to a nominated party by the customer is deemed to be delivery to the customer.
- 5.5 The company may deliver goods in separate batches. Each batch will be invoiced and paid for as per these conditions.

5.6 There may be occasions when the company, or the company's nominated courier, fails to deliver goods at a specified time. This will not entitle either party to treat this contract as invalid.

5.7 Any dates and times quoted for delivery are approximate only. The company will not be liable for any loss or damage due to failure to deliver the goods within stated times.

5.8 If delivery is not arranged within 10 business days following the customer being notified that goods are ready, the company may resell or return to stock any or all goods. After deducting reasonable storage and selling costs, the customer's account will be credited or debited depending upon the difference between the invoice amount and any charges levied.

## **6. Risk**

6.1 Once goods are delivered, all responsibility for them pass to the customer.

6.2 If goods are delivered by the company's nominated courier, responsibility for them passes to the nominated courier until the customer receives them.

6.3 If any of the goods are damaged or destroyed during delivery (prior to ownership passing to the customer), the company is entitled to receive the insurance payment for the goods.

6.4 The company will not be responsible for, or involved in, any manufacturing process once goods are supplied to the customer. Furthermore, the company will not accept liability for any goods supplied that are found to be incorrect (and not detected when goods were received) at the end of any manufacturing process.

## **7. Ownership**

7.1 Ownership of the goods will not pass to the customer until:

- (a) The customer has paid in full and the payment has cleared; and
- (b) The customer has met all other obligations of the contract(s) between the company and the customer.

7.2 It is further agreed that:

- (a) Until ownership of goods passes to the customer, the company may give notice in writing for the customer to return them.
- (c) The company has the right to terminate an order in transit.
- (d) The company may begin legal proceedings to recover the price of goods sold, even where the customer may not legally own them.
- (e) Until ownership of goods passes to the customer, and if goods are converted into other products, the company will be the owner of the end products.

## **8. Defects**

8.1 The customer is expected to inspect goods on delivery and to notify the company of any defects, shortages, damage or errors within 7 days of receipt.

8.2 The company may need to inspect goods within a reasonable time following delivery if the customer believes they are defective.

8.3 If the customer fails to comply with allowing an inspection of goods reported as defective, the company will presume they are free from any defects or damage.

8.4 If the company has agreed in writing that the goods are defective, the customer is entitled to either a replacement or repair.

## **9. Returns**

9.1 Returns will only be accepted if:

- (a) The customer has complied with clause 8;
- (b) The company has agreed in writing to accept the return of goods;
- (c) The goods are returned at the customer's cost within 7 days of the delivery date; and

(d) The goods and all supplementary materials (including packing, brochures, and instruction handbooks) are returned in the condition in which they were delivered. The company is not liable for goods which have not been stored or used in a proper manner.

9.2 The company will not accept the return of non-defective goods for credit.

### **10. Warranty**

10.1 For goods not manufactured by the company, they will only honour warranties supplied by the manufacturer of the goods ordered.

10.2 No warranty is given by the company with regards to the quality or suitability of goods for any purpose.

### **11. Intellectual Property**

11.1 Where the company has designed, drawn or written goods for the customer, the copyright in those designs and drawings remain the company's. They can only be used by the customer with the company's permission.

11.2 The customer is responsible for ensuring that all designs or instructions to the company will not cause them to infringe any patent, registered design or trademark when fulfilling the order.

### **12. Limitation of Liability**

12.1 Nothing in these conditions will limit or exclude the company's liability for:

- (a) Death or personal injury caused by its negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) Defective products under the Consumer Protection Act 1988.

### **13. General**

13.1 These conditions, and any contract to which they apply, are governed by the laws of England and Wales and are subject to the jurisdiction of the courts of England and Wales.

13.2 Neither party is liable for any default due an act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party. If the period of delay continues for 4 weeks, the party not affected may terminate this contract by giving 5 days written notice to the other.