

TERMS AND CONDITIONS OF SERVICE

1.0 General

- 1.1 The following terms and conditions apply to all goods supplied by Voltek Automation Ltd. The placing of an order indicates your acceptance of these terms and conditions. Please read them carefully and print and retain a copy for your future reference.
- 1.2 These terms and conditions do not affect your statutory rights. To order goods through this website you must be at least 18 years of age. We will treat each order for goods as an offer by you to purchase the goods subject to these terms and conditions.
- 1.3 We have the right to refuse at our discretion to supply any goods ordered by you.
- 1.4 No contract exists between you and Voltek for the sale of any goods until we have received and accepted your order.
- 1.5 An acceptance of your offer to buy the goods will be sent to you shortly after your order. However, we do have the right to terminate the contract in the event that the goods are unavailable, mis-priced or cleared funds are not received.
- 1.6 The contract is subject to your right of cancellation (see below).
- 1.7 We may change these terms and conditions without notice to you in relation to future sales.

2.0 Description and price of the goods

- 2.1 The description and price of the goods you order will be as shown on our website at the time you place your order.
- 2.2 All images, descriptive matter, specifications and advertising are for the sole purpose of giving an approximate description of the goods.
- 2.3 Whilst we endeavour to ensure all images and specifications are correct at the time of publication, they do vary. As such we can accept no responsibility for incorrect images/information.
- 2.4 If you buy goods that have no published technical specifications, it is your responsibility to establish the suitability of the goods for your intended purpose.
- 2.5 Except where the Customer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977, section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or conditions of the goods whether implied by Statute, Common Law or otherwise are excluded and the Customer warrants that the Customer is satisfied as to the Suitability of the Goods for the Customer's purpose Goods are not sold on a trial basis.
- 2.6 In addition to the price for the goods you order you may also be required to pay a delivery charge for the goods.
- 2.7 The goods are subject to availability. If on receipt of your order the goods you have ordered are not available we will not accept your order.
- 2.8 If after acceptance of your order we discover that the goods are unavailable we may terminate the contract and refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.
- 2.9 Every effort is made to ensure that prices shown on our website are accurate at the time you place your order.

2.10 If an error is found after accepting your order, we will inform you as soon as possible and offer you the option of reconfirming your order at the correct price, or cancelling your order.

2.11 If we do not receive an order reconfirmation within 7 days of informing you of the error, the order will be cancelled automatically.

2.12 If you cancel the order, or if the order is cancelled automatically due to the expiry of the 7 day period, we will refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.

3.0 Payment Method

3.1 This is a UK site only. Orders will only be accepted from UK residents for UK delivery, paid for with UK credit cards only.

3.2 On the order you must provide us with your exact address including the post-code that your credit card issuer has on file for you.

3.3 Your order will only be processed once authorisation of your credit card has been properly received.

3.4 There will be no delivery until cleared funds are received

4.0 Delivery

4.1 Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and we shall not be liable for any losses, costs, damages or expenses incurred by you or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.

4.2 We will endeavour to ensure that orders placed before 3.0pm on a working day will be processed and despatched that day provided no additional security checks are required and that all stock items are available and ready for despatch. (A working day is any day other than weekends and bank or other public holidays).

4.3 Delivery of the Goods shall be made to the Customer's address and the Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

4.4 If you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations we shall refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods. On exercising your right to cancel you shall be required to return the goods. Should you fail to return the goods, we reserve the right to deduct any direct costs incurred by us in retrieving the goods as a result of such failure.

4.5 Upon receipt of your order you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

5.0 Time Limitations for Notification of claims

5.1 Damaged in Transit

5.11 Should any damage be identified on opening the package, we must be advised within 24 hours of the exact damage. It is imperative that you do not dispose of any of the packaging, as this will be required to affect a claim against the carrier. Voltek

Automation Ltd will handle the claim and an arrangement will be made to collect the damaged goods and replacements will be sent.

5.12 We cannot accept any claims for damage if the above time scales are not followed or if the parcel has not been signed for as "UNCHECKED"

5.2 Shortages

5.21 It is your responsibility to sign for the correct number of packages that are delivered. You are required to check that the number of packages delivered equal the number of packages on the delivery driver's manifest/consignment note.

5.22 Any shortages must be noted on the drivers manifest and it is your responsibility to thereafter notify us within **24** hours of delivery.

5.23 Should you be missing an item but have signed for the correct number of packages you must notify us within **24** hours of delivery. You may be requested to provide us with a copy of the invoice as well. The matter will be investigated and you will be informed of the decision.

5.3 Incorrect Goods

5.31 It is your responsibility to notify us of any incorrect goods supplied within 48 hours of delivery. If the items are not as ordered, you must not open the manufacturers packaging or use the item.

5.32 You may also be required to provide further information on what was received i.e. we may require the part codes and a full description of what has been received.

5.33 Should there be any extenuating circumstances that have prohibited you to remain within the specified time frame, resolution will be by mutual decision.

5.4 Non-Deliveries

5.41 We will not accept liability for goods lost in transit unless we are notified within 5 days from the expected delivery date. This will be the date advised on the automated despatch note that is emailed to you once the items have left our warehouse.

5.42 We shall accept no liability for shortages, non-deliveries, incorrect goods and goods damaged on delivery outside the reported timescales.

5.43 Except when extenuating circumstances have prevented notification within the reported timescale. The extenuating circumstances must be by mutual agreement.

6.0 Risk/Title

6.1 The goods are at your risk from the time of delivery.

6.2 Ownership of the goods shall not pass to you until we have received cleared funds in full all sums due in respect of the goods.

6.3 We shall be entitled to recover payment for the goods even though ownership of any of the goods has not passed from us.

7.0 Title for Business Customers

7.1 If you are a business customer until ownership of the goods has passed to you, you must:

7.1a Store the goods (at no cost to us) separately from all your other goods and goods of any third party in such a way that they remain readily identifiable as our property.

7.1b Not destroy, deface or obscure any identifying mark or packaging on or relating to the goods.

7.1c Maintain the goods in satisfactory condition and keep them insured on our behalf for their full price against all risks to the reasonable satisfaction of Voltek Automation Ltd. On request you shall produce the policy of insurance us.

7.1d Hold the proceeds of the insurance referred to in condition 7.1c on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

7.2 If you are a business customer your right to possession of the goods shall terminate immediately if:

7.2a You have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the grant-ing of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or

7.2b You suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

7.2c You encumber or in any way charge any of the goods

8.0 Warranty

8.1 All goods supplied by us are warranted free from defects for 12 months from the date of supply (unless otherwise stated). This warranty does not affect your statutory rights as a consumer.

8.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Manufacturer, failure to follow the Manufacturer's instructions, or any alteration or repair carried out without the Supplier's approval.

9.0 Cancellation of Orders

9.1 Orders cancelled after dispatch of the goods will be subject to credit only once the items are returned to us and receipted back into our Warehouse.

9.2 If the items are accepted, opened and used the Distance Selling Regulations will apply.

9.3 In all instances, goods must be returned as new, with no blemish, defect or parts missing. The outer manufacturers packaging must also not show any damage or be defaced in anyway.

9.4 Should the items/packaging show any damage or be incomplete and defaced in any manner a 20% fee will apply, this will automatically be deducted from the credit issued.

10.0 Your right of cancellation

10.1 You have the right to cancel the contract at any time up to 10 days after you receive the goods (see below). Please note that this policy has some limitations and does not apply to business customers.

10.2 To exercise your right of cancellation, you must give us written notice by hand, post or contacts section of our website, giving details of the goods ordered and (where appropriate) their delivery. Notification by phone is not sufficient.

10.3 Except in the case of faulty or misdescribed goods, if you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to us at your own cost.

10.4 You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.

10.5 In the case of faulty or misdescribed goods we shall, after receiving notification in accordance with clause 10.2, either collect the goods from you or ask you to return the goods yourself and possibly refund you the reasonable postage costs.

10.6 Once you have notified us that you are cancelling the contract, we will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods.

10.7 Except in the case of faulty or misdescribed goods, if you do not return the goods as required, we may charge you a sum not exceeding the direct costs of recovering the goods.

10.8 You do not have the right to cancel the contract if the order is for computer software which has been unsealed by you, or for consumable goods which, by their nature, cannot be returned, save where a fault is discovered which could not have been discovered otherwise than by unsealing the goods.

11.0 Items no longer required (Not applicable for Faulty Goods)

11.1 If you are not totally satisfied with your purchase, you can return it within 7 days from receiving the goods for a refund provided it is in pristine condition and in its original box and packaging.

11.2 You will be responsible for the safe return of the goods. Goods must be returned "as new" or in the same condition that they were received in. There should be no damage, all parts, items should be returned, all packaging must be included and the manufacturer packaging must not be defaced in manner.

11.3 You cannot return items without prior authorisation.

11.4 We do not refund carriage charges applied to the initial order and neither do we pay for the cost of returning the items to us.

11.5 Only complete products will be accepted. Therefore ensure that all additional enclosures, such as manuals, free software, cables etc are all returned.

11.6 Adequate packaging must be used to return the goods. Adequate packaging constitutes that the item is wrapped securely and then placed inside a box in order for the item to return to us with no internal or external damage.

11.7 Items that are not securely wrapped and received will be returned in the same manner.

11.8 We reserve the right to reject and item(s) that do not meet the criteria laid out above.

11.9 A restocking fee of up to 20% of the original invoice value may be levied on item(s) returned after 7 days of the goods being delivered.

12.0 Liability

12.1 Except as may be implied by law and except in the case of death or personal injury where you are dealing as a consumer, in the event of any breach of these Terms and Conditions by us the remedies to you shall be limited to damages which shall in no circumstances exceed the price of the Goods and we shall under no circumstances be liable for any indirect, incidental or consequential damages

13.0 Data Protection

13.1 We will take all reasonable precautions to keep the details of your order and payment secure but unless we are negligent, we will not be liable for unauthorised access to information supplied by you.

14.0 Force Majeure

14.1 We will not be under any liability whatsoever in the event that we are prevented or delayed from supplying or making delivery of any Goods by any reason or cause beyond our control.

15.0 No Waiver

15.1 Our failure to insist upon strict performance of any provision of these Terms and Conditions shall not be deemed to be a waiver of our rights or remedies in respect of any present or future default of the Customer in performance or compliance with any of these Terms and Conditions.

16.0 Severability

16.1 In the event that any or any part of these Terms and Conditions shall be determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be severed from the remaining Terms and Conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

16.2 These Terms and Condition shall be construed in accordance with English Law.