

Terms and conditions

Application and entire agreement

These terms and conditions will apply to your purchase of the goods specified in our quotation (referred to as "goods") from ASTLES ELECTRICAL WHOLESALERS LTD, a registered company in England and Wales under number 15117743, whose registered office is located at 24 Honor Road, Prestwood, Buckinghamshire, HP16 0NJ (referred to as "we," "us," or "supplier") and the buyer, who may be referred to as "you" or "customer."

By accepting these terms and conditions, or the quotation, or upon the delivery of the goods (whichever occurs earlier), you are deemed to have accepted them. This acceptance constitutes the entire agreement between us and you.

The contract, comprising these terms and conditions and the quotation, governs the purchase and sale of goods between us and you. It prevails over any other terms that you may try to impose or incorporate, or any terms that may be implied by trade, customer, practice, or course of dealing.

Interpretation

In these terms and conditions, "business day" refers to any day that is not a Saturday, Sunday, or bank holiday in England and Wales.

The headings used in these terms and conditions are for convenience purposes only and do not affect their interpretation.

Words indicating the singular number also include the plural, and vice versa.

Goods

The goods are described in our sales documentation, unless explicitly modified in our quotation. By accepting the quotation, you acknowledge that you have not relied on any statements, promises, or other representations regarding the goods made by us. Descriptions provided in our sales documentation are intended as a guide only.

We reserve the right to make any necessary changes to the specification of the goods in order to comply with applicable safety, statutory, or regulatory requirements.

Price

The price ("Price") of the goods is specified in our current quotation as of the date of your order, or such other price as we may agree in writing.

If the cost of the goods to us increases due to any factor beyond our control including, but not limited to, materials costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the price prior to delivery.

Any increase in the price under the clause above will only take place after we have told you about it.

The price includes delivery unless otherwise stated on the quotation

The price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any relevant authorities.

Cancellation and Alteration

Details of the goods, as described in the previous clause (Goods) and outlined in our sales documentation, are subject to change without notice. They do not constitute a contractual offer to sell the goods, which can be accepted.

The quotation, including any negotiated non-standard pricing as per the clause on price above, remains valid for a period of 30 days from the date mentioned, unless explicitly withdrawn by us prior to that.

However, for cable-related products, please note that the validity period shall be 7 days from the date of quotation, unless otherwise stated.

Either party has the right to cancel the order for any reason before your acceptance or rejection of the quotation.

Payment

We will invoice you for the price in either of the following circumstances:

- a. Upon or after the delivery of the Goods.
- b. In cases where the goods are to be collected by you, or if you wrongfully fail to accept delivery of the goods, at any time after we have notified you that the goods are ready for collection or after a delivery attempt has been made.

The price must be paid within 30 days end of month following invoice, or as per any credit terms agreed upon between us.

You must make payment even if delivery has not taken place and / or that the title in the goods has not passed to you.

Failure to make payments within the specified period may result in the suspension of further deliveries. Additionally, without limiting our other rights or remedies, we may charge you interest at a rate of 8% per annum above the base rate of the Bank of England, as applicable, on the outstanding amount until full payment is made.

Timely payment is an essential aspect of our contractual agreement.

Unless otherwise agreed upon in writing between us, all payments must be made in British pounds.

Both parties are required to make full payment of all amounts due under these terms and conditions, without any deduction or withholding, except as required by law. Neither party can assert any credits, set-offs, or counterclaims against the other party to justify withholding payment, either in full or part.

Delivery

Delivery of the goods will be arranged to the address specified in the quotation or your order, unless otherwise agreed upon in writing.

If you do not specify a delivery address or if we mutually agree, you are responsible for collecting the goods from our premises.

If you fail to accept delivery of the goods, we reserve the right to exercise the following options at our discretion, without prejudice to any other rights we may have:

- a. Store or arrange for the storage of the goods, and you may be responsible for all associated costs and expenses, including transportation, storage, and insurance charges.
- b. Arrange for the redelivery of the goods, and you will bear the costs of such redelivery.
- c. After a period of 10 business days, we may invoice you in full.

If redelivery is not feasible as mentioned above, you will be required to collect the goods from our premises, and we reserve the right to charge you for any associated expenses, including storage and insurance charges.

Any dates quoted for the delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of goods.

We can deliver the goods by instalments, which will be invoiced and paid for separately. Each instalment is a separate contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.

Inspection and Acceptance of Goods

It is your responsibility to inspect the goods upon delivery or collection.

If you discover any damages or shortages, you must notify us in writing within 3 days of delivery, providing all relevant details.

Defective goods will only be accepted if we are satisfied, after conducting an inspection, that the goods are defective and in accordance with the terms agreed upon. Acceptance of the goods will be deemed to be upon inspection of them by you and in any event within 7 days after delivery.

Goods no longer required / ordered incorrectly can only be returned with prior agreement within 30 days of purchase, subject to being in perfect resalable condition and could be subject to a handling charge.

Subject to your compliance with this clause and/or our agreement, you may return the goods and we will, as appropriate, repair, or replace, or refund the goods.

We will be under no liability or further obligation in relation to the goods if:

- a. If you fail to provide notice as set above; and/or
- b. You make any further use of such goods after giving notice under the clause above relating to damages and shortages; and/or
- c. The defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the goods; and/or
- d. The defect arises from normal wear and tear of the goods; and/or
- e. The defect arises from misuse or alteration of the goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.

You bear the risk and cost of returning the goods.

Risk and Title

The risk associated with the goods will be transferred to you upon completion of delivery.

Title of the goods will not be transferred to you until we have received full payment (in cash or cleared funds) for: (a) the goods themselves and/or (b) any other goods or services provided to you for which payment is due.

Until title of the goods has passed to you, you must:

- a. Treat the goods as our property and hold them as our bailee under a fiduciary duty; and/or
- b. Store the goods separately, without removing, defacing, or obscuring any identifying marks or packaging associated with the goods; and/or
- c. Maintain the goods in satisfactory condition and ensure they are adequately insured against all risks at their full value from the date of delivery.

Unless the goods have been resold or irreversibly incorporated into another product, and without limiting any other rights or remedies we may have, we reserve the right to request the return of the goods at any time. If you fail to promptly comply, we reserve the right to enter your premises or the premises of any third party where the goods are stored in order to recover them.

Termination

The sale of goods under the contract may be terminated by us if any of the following circumstances occur:

- a. You commit a significant breach of your obligations as stated in these terms and conditions;
- b. You are or become, or in our reasonable opinion, are likely to become the subject of a bankruptcy order or utilise any other statutory provision for the relief of insolvent debtors;
- c. You enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is established with your creditors; or
- d. You convene a meeting of your creditors, voluntarily or involuntarily enter into liquidation, have a receiver, manager, administrator, or administrative receiver appointed for your assets or undertakings, or any part thereof. This also includes the filing of any relevant documents with the court for the appointment of an administrator, giving notice of intention to appoint an administrator by you or any of your directors, or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986). Additionally, if a resolution is passed or a petition is presented to any court for the winding up of your affairs or the granting of an administration order, or any proceedings are initiated relating to your insolvency or potential insolvency. Please note that termination under these circumstances does not affect any rights or remedies we may have as a result of any earlier occurrences of default or breach of these terms and conditions.

Limitation of Liability

Our liability under the contract, as well as any breach of statutory duty, tort, misrepresentation, or otherwise, will be subject to the limitations specified in this section.

Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save for those implied by section 12 of the sales of goods act 1979) are excluded to the fullest extent permitted by law.

In the event of any failure to deliver goods, we shall not be liable for any direct, indirect, consequential, special, or incidental damages, including but not limited to lost profits, business interruption, or any other loss, whether arising from negligence, breach of contract, or otherwise. This limitation of liability applies even if we have been advised of the possibility of such damages.

We shall not be liable (whether due to the actions of our employees, agents, or otherwise) for:

- a. Any indirect, special, or consequential loss, damage, costs, or expenses; and/or
- b. Loss of profits, anticipated profits, business, or data; loss of reputation or goodwill; business interruption; or claims from third parties; and/or
- c. Failure to perform any of our obligations if such a delay or failure results from any cause beyond our reasonable control; and/or
- d. Losses caused directly or indirectly by any failure or breach by you regarding your obligations; and/or
- e. Loss relating to the choice of goods and how they will meet your specific purpose or their use by you.

The limitations of liability contained within this clause shall not exclude or limit our liability for:

- Death or personal injury caused by our negligence.
- Any matter for which it would be illegal for us to exclude or limit our liability.
- Fraud or fraudulent misrepresentation.

Communications

All notices under these terms and conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party)

Notices will be deemed to have been duly given:

- a. When delivered, if delivered by a courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c. On the fifth business day following mailing, if mailed by national ordinary mail; or
- d. On the tenth business day following mailing, if mailed by airmail.

All notices relating to these terms and conditions must be addressed to the most recent address, email address, or fax number provided by the other party.

Data protection

When providing the goods to the buyer, the seller may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the buyer.

The parties agree that where such processing of personal data takes place, the buyer shall be 'data controller' and the seller shall be the 'data processor' as defined in the general data protection regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.

For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

The seller shall only process personal data to the extent reasonably required to enable it to provide the goods as mentioned in these terms and conditions or as requested by and agreed with the buyer, shall not retain any personal data longer than necessary for the processing and refrain from processing any personal data for its own or for any third-party purposes.

The seller shall not disclose personal data to any third parties other than employees, directors, agents, subcontractors, or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

The seller shall implement and maintain technical and organisational security measures as are required to protect personal data processed by the seller on behalf of the buyer. Further information about the seller's approach to data protection are specified in its data protection policy, which can be found on request. For any enquiries or complaints regarding data privacy, you can e-mail: accounts@aewelec.co.uk

Circumstances beyond the control of either party

Neither party shall be held liable for any failure or delay in fulfilling their obligations if such failure or delay is due to circumstances beyond their reasonable control. Such circumstances may include, but are not limited to, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental actions, or any other event deemed beyond the control of the party involved.

No Waiver

No waiver by us of any breach of these terms and conditions by you shall be considered a waiver of any subsequent breach of the same or any other provision.

Severance

If one or more of these terms and conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these terms and conditions (which will remain valid and enforceable)

Law and Jurisdiction

These terms and conditions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the terms and conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.