

Terms and Conditions

This is not an e-commerce site at this point in time. If you do decide to purchase from Teltronix Limited, please read the following Terms and Conditions of Sale.

Terms and Conditions of Sale

1. GENERAL

All orders are accepted and goods supplied subject to the following express terms and conditions (the Company's standard conditions of sale) and save to the extent that the exclusion or restriction of liability may be prohibited by statute, all other conditions, warranties and representations or implied and statutory or otherwise, except as to title, are hereby excluded. Any order placed by a Customer shall constitute an offer to contract upon those express terms and conditions, and no addition thereto or variation therefrom whether contained in the Customer's order or otherwise shall apply unless expressly agreed in writing by the Company's authorised representative. All written, printed or standard terms issued by the Customer are hereby excluded.

2. DEFINITIONS

"The Company" means Teltronix Ltd

"The Customer" means the person to whom the Company may agree to sell Goods in accordance with the Company's standard conditions of sale

"The Goods" means any goods or services agreed to be supplied to the Customer by the Company in accordance with the Company's standard conditions of sale.

3. ORDERS

(a) Unless otherwise agreed in writing by a Director on behalf of the Company all quotations and estimates by the Company are invitations to treat and the Customer's order is an offer which will only be accepted upon the Company's confirmation of acceptance of the order. Verbal acceptance is not acceptable.

(b) Where the Company prepares a design or specification to meet the Customer's requirements the placing of an order for the goods shall be deemed to be an acceptance of such designs or specifications and the Company shall not be liable if the goods are not fit for the purpose for which the Customer required them by reason of any errors or omissions in such design or specification.

(c) The Company shall be under no obligation to accept return of any Goods other than as provided herein or if the Goods are with the Customer on a Loan or Sale or Return basis and are returned within the agreed timescale, extension of which should be agreed by the Company in writing. If the Company shall in any particular case agree to accept return of Goods which are not defective or are overdue Loan or Sale or Return then it shall only do so on the following terms:

(i) the Customer shall pay a sum in respect of the costs so incurred by the Company equal to 15% of the full invoice price (plus VAT) subject to a minimum charge of £100 (plus VAT).

(ii) the Customer shall obtain a Returned Merchandise Authorisation number from the Company and comply with the Company's returns procedure and

(iii) the Goods must be delivered to the Company's premises undamaged and in its original packaging. If in the event (iii) is not satisfied the Company reserves the right to charge the Customer in addition to the charge above, the cost of rectification at its standard charges ruling at that point in time.

(d) Requests by a Customer for cancellation of any order or for re-scheduling of deliveries will only be considered by the Company if made in writing and shall be subject to the written acceptance of the Company. In such cases the Customer shall indemnify the Company against all losses, damages, charges and expenses arising out of the cancellation or re-scheduling thereof.

(e) Where the Goods are rejected by the Customer as not being in accordance with the Customer's order the Company will only accept the return of such Goods provided that it receives written notice thereof, giving detailed reasons for rejection, within fourteen (14) days of receipt by the Customer, and if such notice is not received by the Company within the said period of fourteen (14) days the Goods shall be deemed to have been accepted by the Customer.

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(a) The Goods shall:

(i) conform substantially to the design of performance specified in the Company's quotation

(ii) be of sound materials and workmanship

(iii) be capable of any standard of performance specified in the Company's quotation.

(b) Procedure

(i) If within the period of twelve (12) months after delivery (or such other period as may be stated in the quotation or mutually agreed in writing between the parties) (hereinafter called 'the warranty period') the

Customer gives notice in writing to the Company of any defect in the Goods which shall arise from faulty materials or workmanship (other than consumable materials such as fuses etc) and the Company deems the claim valid the Customer shall obtain a Returned Merchandise Authorisation number from the Company and comply with the Company's returns procedure; the Company shall, subject to the provisions of sub clause

(b) (ii) below, with all reasonable speed replace or repair the Goods so as to remedy the defects without cost to the Customer provided that:

(a) the Customer shall have complied with the terms of the contract for payment of the price of the Goods to the Company.

(b) the Goods shall have been used precisely in accordance with the operating instructions supplied to the Customer.

(c) the defect shall not be the result of fair wear and tear or wilful act or negligence of the Customer, its agents, employees or sub contractors.

(d) the defective Goods are returned at the Customer's expense and risk to the Company's works or such other place as the Company may require.

(e) the defect shall not be the result of faulty design or specification

(f) the Goods were supplied directly by the Company to the Customer and not via a third party.

(ii) (a) the Company shall not be liable for any defect arising from goods not manufactured by the Company or where the defect arises from connection to goods not approved by the Company.

(b) the liability of the Company under this clause shall be limited to the invoice value of the Goods replaced or repaired and the Company shall not be liable for any consequential loss or damage howsoever caused.

(c) the delivery of Goods repaired or replaced will be made free of charge to the Customer to any place within the United Kingdom.

5. PRICES

(a) Catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication to price and range of goods offered and no prices, descriptions or other particulars contained therein shall be binding on the Company.

(b) Unless otherwise agreed the quoted price excludes delivery, value added tax, sales excise or any other taxes or duties, impositions or outlays of any kind payable in respect of the Goods, which shall be paid by the Customer in addition.

6. PASSING OF RISK AND TITLE

(a) The risk in the Goods shall pass to the Customer on delivery by the Company to the Customer or its authorised agents. If the Goods are delivered by the Company into the custody of a carrier other than the Company's then the risk of loss or damage shall thereupon pass to the Customer.

(b) Notwithstanding delivery the Goods shall remain the property of the Company until payment in full thereof has been made by the Customer.

(c) Until property in the Goods passes to the Customer the relationship between the Company and the Customer shall be that of bailor and bailee and the Customer shall store the Goods in such a way as they are readily identifiable as the Property of the Company.

(d) The Customer shall nevertheless be entitled to deal with the Goods in the ordinary course of business and if before property in the Goods passes to the Customer:

(i) the Goods are altered or other goods become attached to the Goods or if any part of the Goods is replaced such other Goods or replacement parts shall accede to and form part of the Goods and such attachments and replacements shall not affect the Company's title as absolute owner of the goods.

(ii) the Goods are sold by the Customer, such sale or sales shall be deemed to be on behalf of the Company, but without imposing any liability on the Company by the sub-purchaser, and the Customer shall hold the proceeds of sale or rights arising there from against the sub-purchaser as trustee for the Company and shall keep the proceeds of such sale separate from its other monies.

(e) If payment in full is not made in accordance with the Company's standard conditions of sale or it appears to the Company that the Customer is or may be insolvent, the Company may require the Customer to return the Goods forthwith and if the requirement is not immediately complied with the Company shall be entitled at any time and without notice to retake possession of the whole or any part of the Goods (and for that purpose enter the premises occupied by the Customer and sever the Goods from anything they are attached to without being responsible for any damage thereby caused) without prejudice to any other remedy that may be available to the Company.

7. PAYMENT

- (a) Unless credit terms have been established between the Company and the Customer, payment must be made in full before the goods or services will be delivered.
- (b) Unless otherwise agreed to the contrary in writing by the Company all sums due to the Company shall be paid strictly no later than thirty days from the date of the invoice. For the avoidance of doubt it is the responsibility of the Customer to provide adequate facilities and conditions for the Goods to be installed, where applicable, and such failure shall not delay payment for the Goods provided that the Goods are delivered in accordance with the Customers instructions.
- (c) Unless otherwise agreed to the contrary in writing all payments shall be made in Sterling (GBP) by cheque or bank transfer unless the Company has agreed beforehand to accept an alternative method such as by bill of exchange, credit card or Banker's draft in which case the Customer shall pay forthwith to the Company any discounting or bank charges incurred.
- (d) If the Customer fails to make payment as aforesaid or within an agreed period of credit then without prejudice to any other right or remedy the Company shall be entitled to charge the Customer interest on any sums unpaid at the rate of two percent (2%) per annum above the base lending rate of the National Westminster Bank and such interest shall accrue from day to day and shall be payable whether or not legal proceedings have been taken against the Customer.
- (e) Without prejudice to any other right or remedy the Company reserves the right to suspend performance of its obligations under any contract between the Company and the Customer whether for goods or services or otherwise for as long as the Customer fails to comply with these terms of payment.

8. DESPATCH

- (a) Unless agreed in writing time shall not be of the essence of the contract for delivery and the Company shall not be responsible for any loss or damage to Goods, any late delivery, non delivery or lost delivery unless the same has been occasioned by the wilful neglect or default of the Company or its employees. The Company shall not in any event be liable for any consequential loss, loss of market, loss caused by fire or other actions or the consequences thereof or any other cause whatsoever beyond the reasonable control of the Company.
- (b) If, for any reason, the Customer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery, the Company shall store the Goods or arrange to have them stored: the Customer shall be liable for all reasonable costs and payment for the Goods shall be made as if they had been delivered on the appointed date.
- (c) All despatch dates are calculated from the acceptance of the Customer's written order.

9. CUSTOMERS DEFAULT

If a Customer shall make default in or commit any breach of any of its obligations to the Company or if the Customer, being an individual, a firm or partner in that firm, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall purport to do so, or the Customer being an incorporated body any resolution or petition for winding up its business shall be passed or presented otherwise than for reconstruction or amalgamation or if a liquidator or receiver or manager of such corporate body or its undertaking property or assets or any part thereof shall be appointed or if the Customer shall be insolvent or shall be unable to or shall admit to its inability to meet its commitments promptly as and when due the Company shall have the right (without prejudice to any further or other claims or right which the Company might have) forthwith to cancel any uncompleted order or to cancel or suspend delivery and, notwithstanding any other provisions of the Company's standard conditions of sale, payments for any delivery already made shall immediately become due.

10. FORCE MAJEURE

The Company shall not under any circumstances whatsoever be liable for any loss (which expression in this clause includes injury, damage or delay) or for any consequence of any such loss arising out of any cause whatsoever beyond the Company's control including but not restricted to acts of government, civil commotion, acts of war, terrorism, malicious mischief or theft, strikes, lockouts or other labour disputes, shortages of materials or labour, aircraft, fire, flood, drought, loss or breakdown or (except as provided in any maintenance agreement) any malfunctioning of or defect in or failure of any of the equipment or any loss of the use of any item of equipment.

11. SEVERABILITY

If and to the extent that any provision or any part of the provision of the Company's standard conditions of sale is illegal, void or unenforceable for any reason, then such provision or part thereof (as the case may be)

shall be deemed to be severable from the remaining provisions or parts of the relevant provision (as the case may be) all of which remaining provisions shall remain in full force and effect.

12. WAIVER

The waiver by the Company or any breach of any term hereunder shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

13. INDEMNITY

(a) Save as herein expressly provided, and save to the extent that the exclusion or restriction of liability may be prohibited by statute, the Company shall not be liable for any consequential loss of whatsoever nature, to whosoever or howsoever caused arising out of the use of the Goods. For the avoidance of doubt the Company shall not be liable for any call charges incurred by the Customer through use of the Goods.

(b) The Customer shall indemnify the Company against all claims made against the Company by any third party in respect thereof unless otherwise agreed in writing.

(c) It is agreed that the clauses of these conditions limiting or excluding liability on the part of the Company shall be read and construed independently of each other and so that none of such clauses shall be dependant on any one or more of such clauses or on any provisions of these conditions and that if any such clauses are held to be void, voidable, illegal or otherwise enforceable the same shall be deemed to be rewritten with such maximum limitations or exclusions of liability on the part of the Company as are comparable with the same being enforceable.

14. ASSIGNMENT

The Customer agrees not to assign this Agreement or any rights herein without the prior written consent of the Company.

15. NOTICES

Any notice required to be served on the Customer shall be deemed to be duly served if left, faxed or sent by prepaid post to his last known address and if so sent shall be deemed to have been so served on the day left or sent or if applicable the day following posting.

16. PROPER LAW

All and any contracts between the Customer and the Company are governed by English Law and any disputes or differences arising in any way out of or in connection with any such contract shall be within the exclusive jurisdiction of the English Courts.