

TERMS AND CONDITIONS OF SALE

1. These Terms

- 1.1 These terms and conditions apply to all orders placed by you, a buyer of our products (“**you**”) from Deta Electrical Company Limited, Company No. 00612799 (“**Deta**”, “**we**”, “**us**”).
- 1.1 By placing an order with us you agree to be bound by and comply with these terms and conditions. You should read these terms carefully before placing an order with us. **Your attention is particularly drawn to the limitations on liability in clause 10 below.**
- 1.2 These terms will apply to you whether you are buying as a consumer or a business, but some terms will differ as specified below.
- 1.3 For these terms, a business customer is defined as any person, company, partnership, or other entity who purchases goods or services directly from Deta with the intention of re-selling these.
- 1.4 For these terms, a consumer is defined as an individual who purchases goods or services directly from Deta wholly or predominantly for purposes outside their trade, business, craft, or profession.
- 1.5 Where you are a business customer, these terms will apply to the exclusion of all other terms and conditions, including any terms and conditions you purport to include or apply on any orders with us.

2. Order Process

- 2.1 When you order from us, you are making an offer to purchase your chosen products on these terms and conditions.
- 2.2 An order acknowledgment email will be sent to you confirming receipt of your order, but your order will only be accepted by us once we either confirm acceptance or despatch your products.
- 2.3 We reserve the right to refuse to accept an order in our discretion, including where the product is out of stock or unavailable, where we identify a pricing or product description error, where payment is not successfully processed or where you have failed to comply with these terms.
- 2.4 Once we have accepted your order, you are not permitted to cancel it except where stated under these terms within Clause 11.

3. Our Products

- 3.1 We take every reasonable precaution to ensure the specifications, features and images for products listed in our sales communications or on our websites are as accurate as possible, but this information is provided for guidance only.
- 3.2 It is your responsibility to decide if our products are suitable for your needs and to ensure that they meet any specific requirements you may have. We do not accept responsibility for any products not being suitable because you have failed to do this or because information you have provided to us is incorrect (including any measurements).
- 3.3 We reserve the right to amend our product descriptions, specifications or range at any time if required by any applicable law or regulatory requirement.

4. Prices and Payment

- 4.1 The price for the products will be as stated at the time of your order or, if you are business accepting a quotation from us, the

price stated on the quotation (all quotes are only valid for 30 days from issue unless stated otherwise on the quotation).

- 4.2 All prices are exclusive of VAT and delivery charges, unless we expressly say otherwise at the time of you placing your order.
- 4.3 We reserve the right to amend our prices if:
- (a) the scope of your requirements changes after we accepted your order (including if you only order part of a whole order we had previously quoted for);
 - (b) we identify an administrative error in the pricing (although if you are a consumer we will reduce the price if it should have been lower and give you the option to cancel or pay the extra if it is higher);
 - (c) if there is a change in the applicable VAT rate, unless you have already paid in full before the change takes effect; or
 - (d) if you are a business customer and there is an increase of 30% or more in our direct costs to supply the order due to factors outside of our control.

4.4 Unless we have agreed to provide you with a trade credit account, all payments must be made at the time of order, and we will not process your order unless payment has been received in full.

4.5 If we have agreed to provide you with trade credit, we will invoice you for the products following acceptance of your order and all payments must be made in line with our agreed credit terms or, if none are specified, by the end of the month following delivery, and time shall be of the essence in respect of your payment obligations.

4.6 All amounts due under these terms from you to us must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) in accordance with our agreed payment terms.

5. Trade Accounts

5.1 If you are purchasing from us as a business, we may agree to give you a trade credit account to purchase our products, provided you give us any information and references we require for this and pass our credit assessment process.

5.2 The payment terms provided with your credit account will be confirmed in writing at the time your application is accepted but remain subject to change in our discretion if you default on any payment or if, in our opinion, you have an adverse change in your credit rating or financial position.

5.3 For transactions where you do not have an active credit account or where you have an insufficient amount of credit to cover the order, cleared payment must be made in full before the products will be dispatched.

6. Delivery

6.1 We will agree with you at the time of us accepting your order whether we are delivering the products to you or if you are collecting them.

6.2 If you are collecting the products, we will notify you when and where they will be available for collection and delivery will be deemed to have taken place when the products are available to collect.

6.3 If we agree to deliver your products, we will deliver them to the delivery address you provided at the time you placed your order or which you have previously given to us;

6.4 The products will be deemed delivered on unloading at your chosen delivery address.

6.5 Claims for delivery shortages and/or inaccuracies cannot be accepted unless they are received within 7 days of the date of receipt of the Goods at your premises.

6.6 If you are a consumer and fail to take delivery, you are responsible for re-arranging delivery with our courier and paying any additional costs for re-delivery.

6.7 If you are a business customer, we will not have any liability for any delayed or failed delivery where this is due to you not being available to accept delivery, because you have given us incorrect delivery details or if this is due to the fault of a courier. If you fail to take delivery of your products, we reserve the right to charge you for any costs we incur because of this and/or cancel your order and tender the products for sale to another customer.

6.8 Risk of damage to the products will pass to you when delivery has been completed but, subject to clause 6.9 ownership of them will only pass once you have paid for the products in full.

6.9 If you are a business customer:

- (a) ownership of the products will only pass once you have paid for the products and for all other products that we have supplied to you in full and cleared funds;
- (b) you are entitled to resell the products in the ordinary course of your business as principal and not our agent unless we have notified you in writing not to do so and ownership will pass to you immediately prior to resale; and
- (c) if you fail to pay us for any products you have purchased from us when due or become subject to any form of insolvency process (or take steps to do so), we reserve the right to enter your premises and recover any of our products and re-sell them in order to satisfy the sums you owe to us,
- (d) until ownership of the products passes to you, you must ensure that (i) those products are stored separately from any other products held by you (ii) you do not remove or obscure any identifying marks or packaging and (iii) you maintain those unpaid products in satisfactory condition; and (iv) you shall also provide us with any information we require in relation to the unpaid products and your ongoing financial position.

7. **Quality**

7.1 We will provide a product warranty with your products, the terms of which vary between products and will be provided at the time of your order, included within our catalogue, or referred to at the time of your order on our website (the “**Warranty**”). There are certain warranty particulars associated with Deta.e branded products, details of which are available on our website – www.deta.co.uk

7.2 Where we do not provide a specific warranty for your product, we warrant that for 12 months from delivery, the products will (subject to clause 7.3):

- (a) be as described at the time of you placing your order, except for specific variations as noted in these terms;

- (b) be fit for their intended purpose;
- (c) be of satisfactory quality (as defined in the Consumer Rights Act 2015); and
- (d) comply with any other statutory or regulatory requirement applicable to them.

7.3 We will not be liable for any product not complying with these warranties where:

- (a) the defect arises because you failed to follow our instructions about storing, using, or maintaining the products or (if there are none) good practice;
- (b) the defect arises because of fair wear and tear, wilful damage, negligence, incorrect installation (by anyone other than us), theft, loss, accidental damage or abnormal storage or working conditions.

7.4 Any warranty we give you may only be assigned with our prior written consent.

7.5 The warranty period only applies to the original product supplied.

7.6 In the event of any conflict between these terms and the warranty, the terms of the warranty shall prevail.

8. **Problems with your Products**

8.1 You should inspect your products carefully on delivery and before installation to check for any defects.

8.2 If you have any problems with your products you must tell us about the problem using the contact details on our website:

- (a) where you are a consumer, as soon as possible and before the product is used or installed; or
- (b) if you are a business customer, within 48 hours of receiving your order.

8.3 We will investigate any issues reported to us and notify you whether we agree that the products are defective and what your options are:

- (a) for business customers, if we agree that your products were defective, we will offer you either a replacement of the product (if available) or a credit for the price you paid (if not); and
- (b) for consumer customers, you will be entitled to either a replacement (or equivalent) product or a refund if you notify us of the problem within 30 days of receiving your order. If you notify us after that time, we will offer to either repair or replace the defective product with an identical or an equivalent product.

8.4 Whilst we are investigating any defective products, please ensure that the products are stored safely to avoid further damage and not used in any installation.

9. **Surplus Stock (Business Customers trading directly with Deta only)**

9.1 At our absolute discretion we may offer you the opportunity to return stock to us (the “**Surplus Stock**”). This will be limited to a maximum of 1 (one) return – consolidated across all Deta brands – every 12 (twelve) months, provided that the stock is:

- (a) of current technical specifications;
- (b) in the current packaging design;

- (c) has been purchased within the preceding 12 months (and validated by invoice numbers supplied);
- (d) in pristine re-saleable condition; and
- (e) in full inner-box quantities.
- 9.2 We will not accept the following as part of any Surplus Stock return:
- (a) Cable products;
- (b) Cable management products;
- (c) Warranty upgrades;
- (d) Upgrade to RFID technology;
- (e) Discontinued products;
- (f) Products marked as 'final sale' or 'clearance products';
- (g) Products containing batteries and/or accumulators;
- (h) Special made to order products including engraved products; or
- (i) quantities exceeding our typical stock holding of that product.
- 9.3 Any Surplus Stock request should be sent to the Customer Services department for our relevant brand and include any details requested by us to process the request.
- 9.4 Where we agree to accept Surplus Stock from you, it is your responsibility to arrange delivery of that Surplus Stock to us, at your cost, within 3 days of us confirming we will accept it. Risk and title to the Surplus Stock will transfer back to us after unloading at our premises.
- 9.5 We reserve the right to:
- (a) charge a re-stocking fee or impose a compensating order requirement on any Surplus Stock returned, which will be confirmed to you in writing; and
- (b) reject the Surplus Stock after delivery if it does not meet our requirements above and require you to take it back at your cost. If you fail to do so we will be entitled to sell or dispose of the Surplus Stock and charge you for any costs we incur for doing so (which will be deducted from any sale proceeds, which will then be passed to you).
- 9.6 Where we accept the Surplus Stock, a credit note will be issued to you, less any fees payable for rejected stock returns. This credit may then be applied against any outstanding invoices or future invoices you have with us.
- 10. Our Liability**
- 10.1 Nothing in these terms limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or breach of the terms implied by section 12 of the Sale of Products Act 1979 or any rights you may have as a consumer.
- 10.2 Subject to clause 10.1, if you are a consumer customer, we are responsible for losses you suffer where we have broken our contract with you unless the loss is:
- (a) **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- (b) **Caused by a delaying event outside our control.** If we have taken the steps to notify you of the delay as required by these terms.
- (c) **Avoidable.** Something you could have avoided by taking reasonable action.
- (d) **A consequential or business loss.** Our liability for any loss you suffer in connection with any trade, business, craft, profession or otherwise is excluded.
- (e) **Result of a server failure or cyber-attack.**
- 10.3 Subject to clause 10.1, if you are a business customer, our liability to you will not exceed the price of the products and we will have no liability to you for any loss of profits, loss of sales or business, loss of contracts, loss of anticipated savings, loss of or damage to goodwill or any consequential or indirect losses you incur.
- 10.4 There are certain particulars associated with our liability in respect of Deta.e branded products, details of which are available on our website – www.deta.co.uk
- 11. Your Rights to Amend or Cancel**
- 11.1 If you are a consumer, you have the right to change your mind and cancel your order or change it, provided that:
- (a) you notify us that you want to cancel or change your order in writing within 14 days of placing your order;
- (b) your product has not been installed at the time you request to cancel; and
- (c) you return any products already delivered back to us unopened, undamaged and in their original condition at your cost.
- 11.2 If you are a consumer and meet the conditions to cancel above, we will refund the price paid for the products within 14 days of us receiving them back and confirming that they are still in original condition.
- 11.3 For business customers and in all other cases (except where products are defective), we are unable to accept cancellations of any accepted orders, unless we have specifically agreed otherwise in writing at the time.
- 12. Our Rights to Amend or Cancel**
- 12.1 We may change the product to reflect changes in relevant laws, regulatory requirements, changes made by the manufacturers of those products or other immaterial changes which do not impact your use of the products. If we need to make any material changes to the products before delivery, we will notify you of this in advance and give you the option to proceed or cancel your order.
- 12.2 We reserve the right to cancel your order if:
- (a) you fail to pay for the order in full when due;
- (b) you fail to comply with any other terms and conditions which apply;
- (c) you fail to give us any information we need to process your order (including measurements and delivery information) or access to complete installation of the products when we need it; or
- (d) we suspect your order is fraudulent or illegal for any other reason.

12.3 If you are a business customer, we also reserve the right to cancel your orders or suspend deliveries if you fail to pay any invoices when due, breach the terms of your credit account, have a deterioration in your financial position or become subject to any form of insolvency process.

13. WEEE Directive

13.1 If you are a business, you will be responsible for the cost of collection, treatment, recovery, and environmentally sound disposal of all products that fall within the scope of the WEEE directive where you are not the end user of those products.

13.2 Nothing in this clause will prevent a producer from concluding an agreement whereby the parties to the agreement make alternative arrangements between themselves to finance the costs of the collection, treatment, recovery, and environmentally sound disposal of WEEE.

14. Extended Producer Responsibility

14.1 If you are a business customer, you acknowledge that we are subject to the Extended Producer Responsibility (EPR) and as such, any products specified as specialist, commercial or industrial must only be sold to business customers. No sale to consumers shall be permitted.

15. Offers, Discounts and Promotions

15.1 We may offer a range of promotions or discounts on our products from time to time, details of which will be displayed on our website or confirmed to you directly in writing.

15.2 All promotions, discounts or similar offers will be subject to availability of the products in question and eligibility criteria.

15.3 Any promotion and/or discount codes we offer may only be used once (where applicable) and may not be combined with other offers.

15.4 We reserve the right:

- (a) to supply alternative or equivalent products where we reach a set order volume for products within scope of the promotion;
- (b) to reject or cancel any orders where we believe you have breached any promotion terms and conditions; and
- (c) to amend or withdraw any promotional offer without notice at any time.

16. General

16.1 **Data Protection** – We will at all times handle any personal data you share with us in accordance with our legal obligations, including those in the Data Protection Act 2018 and our [Privacy Policy](#).

16.2 **Force Majeure** – If you are a business customer, we will have no liability to you for any delays or failure to perform our obligations caused by any events outside of our control.

16.3 **Transferring the Contract** – We can transfer our contract with you to someone else who will be responsible for it but will give you written notice if we do. If you are a consumer and are unhappy with a transfer, you can cancel your order by letting us know in writing. You are not entitled to transfer your side of the contract unless we agree to this in advance.

16.4 **Third Parties** – This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

16.5 **Variation** – No variation of your contract will be effective unless it is in writing and signed by the parties (or their authorised representatives), except that we will be entitled to update these terms from time to time by updating our website and documentation.

16.6 **Waiver** – Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not mean we cannot do it later.

16.7 **Severance** – If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

16.8 **Entire Agreement** – If you are a business customer, the terms and your order constitute the entire agreement between us and neither party has relied upon any statement or pre-contract representations not set out in the Contract.

16.9 **Notices** – Any notices being sent to us under these terms must be in writing, in English and sent to the details on our website or to the last information you provided when placing your order (for the Customer) or such other addresses as the parties may specify in writing. Any notices will be deemed delivered 48 hours after despatch.

16.10 **Governing Law & Jurisdiction** – These terms are governed by English law. You can bring a claim in respect of the products in the English and Welsh courts and, if you live in another jurisdiction and are a consumer customer, you can bring such claim in either the courts where you live or the English and Welsh courts.