

# **Terms & Conditions**

## **PACE Components Ltd & Power Magnetics**

### **Definitions.**

In these conditions these words shall have the following meanings:

- ‘Buyer’            The company or person who accepts a quotation for the sale of Goods or whose order for the Goods is accepted by the Seller.
- ‘Seller’            PACE Components Ltd and/or Power Magnetics, both of PACE House, Buckingham Industrial Park, Buckingham, Bucks. MK18 1TF

### **General.**

These conditions supersede all other prior arrangements and shall form the entire agreement between parties (unless otherwise agreed in writing).

The Seller principally operates as a business-to-business supplier. Notwithstanding this, nothing in these terms and conditions of sale shall affect the statutory rights of a consumer who deals as a customer.

Any typographical, clerical or other error or omission in sales literature, quotation, price list, invoice or other document, issued by the seller shall be subject to correction without any liability on the Seller’s part.

If any part of these Terms and Conditions is invalid, illegal or unenforceable, the validity, legality or enforceability of any other part of these Terms and Conditions will not be affected.

### **Law of the Contract**

These Terms and Conditions shall be governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

### **Delivery.**

Delivery or despatch dates given in any quotation, order or other document are made in good faith and do not have any contractual effect. The Seller shall not be liable for any delay howsoever caused. If a delay does occur then the Seller will endeavour to supply accurate information to the Buyer concerning reasons for the delay and the expected length of the delay.

### **Lost or Damaged Goods**

Any claim made by the Buyer based upon defective or damaged goods or their failure to comply with a specification, shall be notified to the Seller within 14 days (irrespective of refusal to take delivery of the items). In cases where the defect could not reasonably have been picked up at time of inspection then Seller must be notified as soon as is reasonably practicable after discovery of the defect or damage.

Non-deliveries must be notified within 14 days of receipt of invoice.

The Seller accepts no liability for loss or damages caused whilst goods are in transit by a commissioned carrier and the Buyer shall make any such claim direct to the

Carrier. All documents relating to the claim shall be copied by Buyer and sent to Seller.

### **Cancellations and Returns**

The customer may not cancel an order once the order has been accepted by us. We may, however, at our discretion agree to a cancellation, in which case the request must be in writing and any costs incurred by us, as a result of the cancellation, will be charged to the customer.

Where goods are found to be faulty or the wrong part has been delivered, we must be informed within 7 days, of this fact. We will then arrange for collection of the goods or we will ask the customer to return the goods. Provided that the goods are found to be faulty or incorrect, they will be replaced free of charge and any return carriage costs incurred by the customer will be reimbursed. Alternatively, if requested, a full refund will be given.

The customer may return non-faulty goods provided we are advised within 7 days of receipt of the goods. The customer must inform us in writing, including the reason for return of the goods. The customer shall return the goods at his own expense.

Where goods are returned to us, for whatever reason, they must be appropriately packaged and secured to prevent damage in transit. If possible, they should be returned in their original packaging.

### **Prices**

The prices of our products and services are as set out in the relevant quotation. Prices exclude VAT, which will be levied at the rate applicable on the day of despatch.

Any price set out in a quotation will be valid for 28 days.

Whilst we aim to maintain price stability for customers as far as we reasonably can, prices are subject to change at short notice. This will often be driven by raw material cost increases passed on to us via our suppliers and/or significant fluctuations in currency exchange rates.

### **Minimum Order Value**

The Seller reserves the right to apply a minimum order value. The Seller will make this clear at the time the order is placed.

### **Payment Terms**

Credit terms will only be agreed subject to a satisfactory credit check and favourable trade references. Our company policy when dealing with new customers is for a minimum of two transactions to be undertaken on a proforma basis, prior to setting up a credit facility.

Where credit terms have been agreed, our standard contractual payment terms are 30 days net (i.e. 30 days following the end of the month in which the goods are invoiced). We will only rarely grant an exception to these terms and then only by written agreement.

Where credit terms have not been agreed, or are declined, then goods shall be paid for

on a proforma basis (i.e. goods shall be paid for prior to despatch).

If goods are being purchased from our on-line shop then payment may be made using Paypal or most major Credit Cards. PACE Components will not be liable for any losses caused as a result of unauthorised access by a third party to the information transmitted by the Customer, when ordering products from our on-line store.

### **Risk and Property**

If the Buyer fails to make full payment on the due date then the Seller shall be entitled to cancel the contract and suspend any further deliveries. The Seller reserves the right to charge the Buyer interest on any amount unpaid, at the rate stated in the Late Payment of Commercial Debts (Interest) Act 1998, (both before and after any court judgement) until payment is made in full.

If the Buyer fails to take delivery of the goods or give adequate delivery instructions at the time the delivery is due to be made then, without prejudice to any other right or remedy available to the Seller, the Seller may:

- a) Store the goods and charge the Buyer reasonable costs.
- b) Sell the goods at the best price and after deducting storage costs, charge the buyer any shortfall below the originally agreed price.

Risk in the product shall pass to the Buyer upon delivery.

All products shall remain the Sellers property until the buyer has paid for them in full.

Although the products shall remain the Sellers property until paid for in full, they shall be at the Buyers risk from the time of delivery and the Buyer shall accordingly insure them against loss or damage.

The Buyers right to possession of the products shall cease if:

- a) The Buyer has not paid for the products in full by the expiry of the credit period stated under these Terms and Conditions
- b) The Buyer is declared bankrupt or makes any proposal to his creditors for a composition or other voluntary arrangement.
- c) A receiver, liquidator or administrator is appointed in respect of the Buyers business.

On cessation of the Buyers right to possession of the products in accordance with this clause, the Buyer shall at his own expense make the products available to the Seller and allow the Seller to repossess them.

The Buyer hereby grants to the Seller his agents and employees an irrevocable licence to enter any premises where the products are stored in order to repossess them or inspect them at any time.

### **Seller's Liability**

The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse or unauthorised repair or alteration of the goods. Under no circumstances will a claim be accepted by the Seller, which exceeds the invoiced value of the affected Components.

## **Force Majeure**

The seller shall not be liable for any failure to comply with these Terms and Conditions which relates to any circumstances which are reasonably beyond the Sellers control and which prevent or restrict the Seller from complying with these Terms and Conditions.

## **Use of Website**

Customers are encouraged to browse our website but should be aware of the following terms and conditions of use. If you disagree with any part of these terms and conditions then you should not use our website.

The Term PACE Components Ltd, Power Magnetics, 'us' or 'we' refers to the owner of the website. Our Company is registered in England and our registration number is 2423335. The term 'user', 'you' or 'your' refers to the user or viewer of our website.

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on our website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

This website contains material which is owned by or licensed to us. This material includes but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All Trademarks reproduced on this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

Unauthorised use of this website may give rise to a claim for damages and /or be a criminal offence.

This website may include links to other websites. These links are provided for your convenience to provide further information. We have no responsibility for the content of the linked websites.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.