

Sales Terms and Conditions

1. Prices: are ex works excluding VAT. Orders are accepted at current prices but under exceptional circumstances may be subject to revision before delivery. Under such circumstances the customer will be given the option to accept the new price or cancel within 7 days after having received notice of the new price.

2. Settlement: shall be net 30 days to approved accounts (unless payment for goods previously supplied is overdue) otherwise payment shall be before dispatch or by arrangement on invoice. Terms are subject to status.

3. Delivery: the delivery time quoted is from receipt of order or approval of our drawings where applicable and may be subject to delay beyond our control. Time shall not be of the essence and the purchaser shall not be entitled to claim compensation or damages as a result of delay in delivery.

4. Cancellation: may be made with written consent only on terms that indemnify Critical Power Supplies Ltd against losses. Cancelled orders incur a 25% handling charge plus any associated aborted and logistics charges.

5. Ownership: of goods shall not pass to the buyer until all sums owing in respect of any have been paid.

6. Risk: shall pass to the buyer on delivery to the address stated on the order.

7. Loss or Damage: of goods must be notified to Critical Power Supplies Ltd in writing within four days of delivery of the goods.

8. Design and Specification: may be subject to alteration without notice. It is assumed that goods specified by the customer are sufficient and suitable for the purpose for which the goods were ordered.

9. Inspection and Tests: If special tests or inspection in the presence of the customer are required then these will unless otherwise agreed be at our works and charged as extra accordingly.

10. Guarantee: Our supply partners will repair all defective goods free of charge on receipt of proof that the goods have been used within their rating, not misused, physically damaged or modified and providing that:

10.1 The goods are returned under the returns procedure (QMSFMS102).

10.2 For an on-site repair the Customer provides reasonable access during normal working hours (Monday to Thursday 08:30 to 17:00, Friday 08:30 to 16:00) where an on-site repair is agreed before hand with our supply partners.

10.3 For an on-site repair outside normal working hours, the Customer agrees beforehand to reimburse our supply partners for travel expenses, time and engineers out of pocket expenses, and any additional labour on site.

10.4 The period of the guarantee is 12 months from the date of purchase or longer if stated in the literature describing the particular range of products.

10.5 It is understood that no liability will be accepted for consequential loss or damage or any other expenses.

11. Export: orders must be accompanied by reference to a UK bank or suitable organisation prepared to accept payment responsibility upon presentation of our invoice and shipping document.

12. Laws: the laws of England and Wales shall apply to all contracts. Necessary for the safe delivery, installation and operation of any product shall be the responsibility of the Customer unless Critical Power Supplies Ltd has so been instructed in writing before hand to provide such services to an agreed specification.

13. Surcharge: Critical Power Supplies reserves the right to surcharge any account settled by Credit/Charge card by 5%.

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14. Overdue Payment: overdue accounts will be charged interest at 3.0% above base rate per month or part thereof. In addition Critical Power Supplies reserves the right to implement debt recovery action when any debt goes beyond 45days (calendar) from invoice, any costs associated with debt recovery will be passed to the debtor so such costs can be recovered.

15. After Sales Service: will not be implemented unless the goods and any services are paid up in full when due.

16. Returns: all returns must be agreed with Critical Power Supplies and be registered under its returns procedure. Critical Power Supplies reserves the right to reject goods arriving at its factory or premises that are not so recorded or clearly marked with the correct returns number. Returns will be subject to a handling fee.

17. On-Site Service Provision: all services considered necessary for the safe delivery, installation and operation of any Critical Power Supplies product shall be the responsibility of the Customer unless Critical Power Supplies has so been instructed in writing before hand to provide such services to an agreed specification.

18. System Commissioning and Maintenance: any on-site installation and assembly must be completed before commissioning. Under no circumstances should equipment be connected to the power system until the power system has been commissioned. Commissioning must be performed by an electrically competent person approved by Critical Power Supplies Ltd. Commissioning by personnel other than those approved by Critical Power Supplies Ltd will invalidate any warranty. Claims for damages caused otherwise shall not be accepted. Service and maintenance must be performed by an electrically competent person approved by Critical Power Supplies Ltd. Service and maintenance by personnel other than those approved by Critical Power Supplies Ltd will invalidate any warranty. Claims for damages caused otherwise shall not be accepted.

19. UK Warranty: all products are manufactured under carefully controlled conditions to high quality standards by our supply partners. Under the conditions of service specified they may be expected to give a long and trouble free operating life. In case of failure under normal service and within one year of the date of purchase depending on the product supplied.

Their liability will however be limited to the repair or replacement of defective units at our supply partners absolute discretion. Any advice given other than as a result of an onsite evaluation by our supply partners visiting engineers and for which a fee will be charged is given in good faith but without responsibility.

Moreover neither Critical Power Supplies nor its appointed supply partners can accept any responsibility for failure or poor performance of any of its products resulting from operation outside of rated limits or from any other misuse or abuse whatsoever.

In any event Critical Power Supplies Ltd does not accept any liability whatever for consequential loss or damage resulting from the use in any way of its products. All goods subject to claims under this Warranty must be returned and the process managed by our supply partners.

The terms of this Warranty do not apply where the buyer is in an overseas area where the quality of the main supply makes it uneconomical to provide this warranty or where spares are issued in lieu of warranty.

20. Specification: every effort has been made to ensure the accuracy of data published by Critical Power Supplies Ltd. However Critical Power Supplies Ltd does not accept liability for loss, damage or injury resulting from any error or omission in its published specifications. As part of the Critical Power Supplies Ltd policy of continuous product improvement Critical Power Supplies Ltd reserves the right to change designs and specifications without notice. Critical Power Supplies Ltd therefore recommends that customers verify all

published data together with future availability before incorporating products into their own designs or schemes.

21. Product Packaging: unless otherwise stated it is the responsibility of the customer to dispose of and recycle all recoverable packaging materials and unwanted items delivered with the product. Our supply partners take great steps to ensure an increasing amount of every product generation is recyclable.

These are additional clauses to our standard Terms and Conditions of Sale relating to e-commerce activities:

22. Account: to order from the Critical Power Supplies Ltd e-commerce website will require the setting up of a password protected account. During set up of the account you are responsible for the accuracy and legality of all the data provided to open it. Once established you are responsible for maintaining the accuracy of the information which you can update on-line or contact us to do so.

In setting up the account you accept that you are responsible for: managing access to the account, the confidentiality and security of both the account and password, restrictions of use and full responsibility for all activities that take place on the account. You also accept that you should inform us immediately if you have any reason to suspect that the password has been made known to unauthorised users or will be used in an unauthorised manner.

Critical Power Supplies Ltd reserves the right to remove access to the e-commerce facilities, terminate accounts, remove or edit content and cancel orders at its discretion.

23. Privacy: Critical Power Supplies Ltd operates a range of internet policies. Please review this document to understand its implications for you.

24. Pricing: in addition to section 1 of our standard Terms and Conditions of Sale re prices, those on the Critical Power Supplies Ltd e-commerce site are recommended current retail prices excluding VAT for the internet and are subject to change. All prices exclude carriage, delivery and siting, bank, customs, and any other associated charges. Critical Power Supplies Ltd distributors and power solutions partners are free to set their own prices for Critical Power Supplies Ltd products and services.

25. Order Placement: all orders placed on the Critical Power Supplies Ltd e-commerce website receive an order acknowledgment confirming receipt of the order and containing details of it. On shipment of the goods a full sales invoice is issued. Title to the goods remains with Critical Power Supplies Ltd until the payment transaction has been completed as per the standard Terms and Conditions of Sale.

26. Credit Card Payments: all credit card payments are taken in good faith. Fraudulent usage of this facility will be immediately reported to the relevant authorities and will be taken to have broken all contract terms. Deliveries to addresses other than the card holder's invoice address may be declined.

27. Returns and Cooling-Off Period: in addition to section 16 of the Critical Power Supplies Ltd standard Terms and Conditions of Sale re returns, Under the distance selling rules there is a seven working day cooling-off period which starts the day after delivery during which the order may be cancelled. A cancelled order within the distance selling rules timeframe will be processed through our return material authorization process. The sender is responsible for all return charges including freight and insurance and must take reasonable care in returning the goods and items included with the product when it was delivered. During the return material authorization process we require the following:-

- Confirmation of original order number.
- Contact details.
- Reason for return.
- Serial number confirmation.
- Working condition status of the product.

Note: Unfortunately we cannot accept returns of software which has been purchased and subsequently the seal has been broken on the box.

28. Purchase and Delivery: in addition to section 3 of the Critical Power Supplies Ltd standard Terms and Conditions of Sale re delivery, delays in processing orders may be beyond the control of Critical Power Supplies Ltd. Where more than one product or service is ordered Critical Power Supplies Ltd may part ship but will not make an additional delivery charge to complete the order. If Critical Power Supplies Ltd is not able to deliver within 28 calendar days of order placement then you will be notified by email and given the opportunity to cancel the order with a full refund without reasonable delay.

Ends.