

## TERMS AND CONDITIONS OF SALE – Refurbished Electrical Items

### Environcom England Limited

Seller means Environcom England Limited

Buyer means the purchaser of the Refurbished Electrical Items from the Seller

1. **Acceptance** — ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND UPON BUYER'S ASSENT THERETO. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON SELLER UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SELLER.
2. **Payment** — Terms of sale are payment in full in advance of release of product unless otherwise agreed. In the event of default by Buyer in the payment of the purchase price or otherwise, of this or any other order, the Seller, at its option, without prejudice to any other of Seller's lawful remedies sell any undelivered/ uncollected products on hand or under the Sellers control for the account of Buyer and apply such proceeds as a credit, without set-off or deduction of any kind, against the purchase price, and Buyer agrees to pay the balance then due to Seller on demand. Buyer agrees to pay all costs, including, but not limited to, reasonable legal and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof.
3. **Taxes and other charges** — Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore; or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.
4. **Pricing** — Prices shown are in Sterling (GBP) are subject to change. Please call us for current prices if you require this information prior to placing your order. We guarantee our written prices for 14 days unless otherwise agreed in writing.
5. **Price Changes** — We will endeavour to communicate price changes to our customers as they occur, however, please confirm prices prior to committing to any purchase
6. **Warranties** — Seller warrants that its products shall conform to the description of such products as provided to Buyer by Seller. **THIS WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OTHER THAN THOSE THE PRODUCT IS DESIGNED FOR.**
7. **Buyer's use of products** — Seller's products are intended primarily for domestic use and unless otherwise stated to the Buyer, are not to be used for any other purposes. The products are for use in the the EU only and the Buyer confirms the products will not be sold outside of this area.
8. Buyer shall notify Seller in writing within fifteen (15) days of Buyer's receipt of knowledge of any accident, or incident involving Seller's products which results in personal injury or damage to property, and Buyer shall fully cooperate with Seller in the investigation and determination of the cause of such accident and shall make available to Seller all statements, reports and tests made by Buyer or made available to Buyer by others. The furnishing of such information to Seller and any investigation by Seller of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by Seller.
9. **Returns** — Goods may not be returned for credit except with Seller's prior permission, and then only in strict compliance with Seller's returns policy and process. Returns will only be accepted in the event of the appliance developing a fault during the Warranty Period. The Buyer is responsible for the cost of returning the Appliances to Environcom. Certain items may not be returned for credit.
10. The Warranty Period is determined by the Grade of the product sold. Warranty Period commences on the date the appliances is purchased from the Seller by the Buyer. Warranties are non-transferrable.



Grade	Warranty Period
Gold	180 days from date of Purchase
Silver	90 days from date of Purchase
Bronze	Non-returnable

11. **Technical Assistance** — At Buyer's request, Seller may, at Seller's discretion, furnish technical assistance and information with respect to Seller's products. SELLER MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY SELLER OR SELLER'S PERSONNEL. ANY SUGGESTIONS BY SELLER REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SELLER.
12. **Miscellaneous** — Seller's failure to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.
13. **Governing Law** — All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed by the law of England.

I have read and agree to the above terms

Name

Company Name if applicable

Signature

Date

Terms & Conditions of Sale Re-furbished Electrical Items. 20.5.16 JP