

Terms & Conditions of Business

For online, fax, email and telephone sales.

Your attention is specifically drawn to Clause 13.

1. About us

1.1 Company details. Cablecraft Limited (company number 02478297) (we and us), is a company registered in England and Wales and our registered office is at 12 Charterhouse Square, London, EC1M 6AX. Our main trading address is Cablecraft Limited, Cablecraft House, Circle Business Centre, Blackburn Road, Houghton Regis, Bedfordshire, LU5 5DD. Our VAT number is GB 639920900. We operate the website www.cablecraft.co.uk

1.2 Contacting us. To contact us telephone our customer service team at 01582 606033 or email sales@cablecraft.co.uk. How to give us formal notice of any matter under the Contract is set out in clause 16.2.

2. Our contract with you

2.1 Our contract. These terms and conditions (Terms) apply to the order by you and supply of goods by us to you (Contract). No other terms are implied by trade, custom, practice or course of dealing.

2.2 Entire agreement. The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 Language. These Terms and the Contract are made only in the English language.

2.4 Your copy. You should print a copy of these Terms for future reference.

3. Placing an order via our website and its acceptance

3.1 Placing your order. Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (Goods) subject to these Terms.

3.2 Correcting input errors. Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

3.3 Acknowledging receipt of your order and accepting your order. After you place an order, you will receive an email from us acknowledging that we have received it and at this point the Contract between you and us comes into existence.

3.4 If we cannot accept your order. If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

4. Placing an order via telephone, fax, or email and our acceptance

4.1 Placing your order: You may place an order over the telephone, by fax or by email. We usually require you to confirm any telephone orders in writing if you have not already received a quotation from us.

4.2 Acknowledging receipt of your order: After you place an order, you will receive an email from us acknowledging that we have received it and at which point the Contract between you and us will come into existence.

5. Our Goods

5.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. The colour of your Goods may vary slightly from those images.

6. Return and refund for orders placed online via our website

6.1 For Orders placed via our Website, you may cancel the Contract and receive a refund or exchange, if you notify us as set out in clause 6.2, within 14 days of the date of delivery and you have proof of purchase (invoice, delivery note, bank statement) and the Goods are in their original, unopened and sealed packaging are in new conditions and have not been used or installed. Returns are made entirely at your expense. You can either send them back, return them to us at our premises or use a carrier, although you should also ensure that the Goods are insured if you use a carrier, as we cannot accept damaged goods.

6.2 To cancel the Contract, you must complete the returns form available from us by email or on our website. If you use this method we will email you to confirm we have received your cancellation.

6.3 If you have returned the Goods to us under this clause 6 because they are faulty or mis-described, we will refund the price of the Goods.

6.4 We may, at our discretion accept returned Goods for a refund or exchange Goods which are ordered via our website up to 14 days following the delivery date, providing that the Goods are unused and are in the original unopened packaging and you have proof of purchase. Please contact us for a returns form as set out in clause 6.2.

7. Returns and refunds for Orders placed by phone, fax and email

7.1 We may, at our discretion accept returned Goods ordered by phone, fax or by email for a refund or exchange up to 14 days following the delivery date, providing that the Goods are unused and are in the original unopened packaging and you have proof of purchase. Please contact us for a returns form as set out in clause 6.2. You are responsible for the cost of delivering the Goods back to us.

8. Delivery, transfer or risk and title

8.1 We normally deliver Goods the next working day, although this depends on the time of your order and the time of delivery shall not be of the essence of the Contract. Occasionally our delivery to you may be affected by an Event Outside Our-Control. See clause 15 (Events outside our control) for our responsibilities when this happens.

8.2 Delivery is complete once the Goods have been collected by you or a carrier organised by you to collect them from us and the Goods will be at your risk from that time. If we agree, in writing to provide delivery to your premises (at your cost), the carrier selected by us shall be the your agent and in accordance with section 32 of the Sale of Goods Act 1979, delivery to the carrier, will in such circumstances constitute delivery to you.

8.3 We shall be entitled to make delivery of the Goods by instalments and to invoice you for each instalment dispatched.

8.4 Where Goods are not manufactured or supplied directly by us and are delivered direct to you, or collected by you from the manufacturer or supplier, we shall not be liable for any damage or loss of the Goods whatsoever, or howsoever occurring.

8.5 Title to the Goods shall not pass to you until the earlier of:

(a) we have received payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment; and

(b) you resell the Goods, in which case title to the Goods shall pass to the you at the time specified in clause 8.7; 8.6 Until title to the Goods has passed to the you, you shall:

- (a) store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify us immediately if you becomes subject to any of the events listed in clauses 15.1 (c), 15.1 (d) or 15.1 (e); and
- (e) give us such information relating to the Goods as we may require from time to time.

8.7 Subject to clause 8.8, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before we receive payment for the Goods. However, if you resell the Goods before that time:

- (a) you do so as principal and not as the Supplier's agent; and
- (b) title to the Goods shall pass from us to you immediately before the time at which resale by you occurs.

8.8 If before title to the Goods passes to you, you becomes subject to any of the events listed in clause 15.1 (c) 15.1(d) and 15.1(e), then, without limiting any other right or remedy we may have:

- (a) your right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- (b) we may at any time: (i) require you to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and (ii) if you fail to do so promptly, enter any premises of yours or of any third party where the Goods are stored in order to recover them.

8.9 You are responsible to check the Goods on delivery to ensure that they comply with your order. Claims for shortages should be made at the time of delivery but in any event claims should be made within 48 hours of delivery. Claims should be sent to customerservices@cablecraft.co.uk

8.10 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.

8.11 If you fail to take delivery within 10 days after the day on which we notified you that the Goods were ready for delivery, we may resell part of, or all the Goods and after deducting any reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.

9. International delivery

9.1 We do deliver to addresses outside the UK, we request payment for Goods in advance for international orders.

10. Price of goods and delivery charges

10.1 The prices of the Goods will be as quoted on our site at the time you submit your order or as set out in our quotation. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 10.5 for what happens if we discover an error in the price of Goods you ordered.

10.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.

10.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

10.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order or as set out on our quotation.

10.5 We sell a large number of Goods through our site. It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

(a) where the Goods' correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Goods to you; and

(b) if the Goods' correct price is higher than the price stated on our site, we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

11. How to pay

11.1 (a) For Customers who do not have a credit account with us: You can pay for Goods using a debit card or credit card or by Paypal for online order. We accept the following cards: MasterCard and Visa. We accept payment by debit card, credit card or bank transfer for orders made by telephone, fax or email. Payment for the Goods and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your Goods.

(b) For Customers who do have a credit account with us: We shall send you an invoice for your order, which shall be payable by you within 30 days of the end of the month, or on such terms as previously agreed between us.

11.2 The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle us to suspend further performance of the Contract pending payment and in addition we shall be entitled without liability wholly or partially to cancel the Contract and any other contract between us and you without prejudice to any other remedies available to us.

11.3 Unless stipulated in writing, you shall not be entitled to set off against any monies due to us under the Contract, any amount claimed or due to you from us whether pursuant to the Contract or otherwise.

11.4 We shall be entitled to claim interest for any unpaid sums not paid by its due up to and including the date of judgement date from the date payment is due until actual payment at the rate of 4 percent per annum above the Base Lending Rate of the Bank of England prevailing from time to time.

12. Defective Goods

12.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

12.2 If:

- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with their description or are defective;
- (b) we are given a reasonable opportunity of examining the Goods; and
- (c) if we ask you to do so, you return the Goods to us at your cost, we will, at our option, replace the defective Goods, or refund the price of the defective Goods in full.

12.3 We will not be liable for breach of the warranty under clause 12.2, if:

- (a) you make any further use of the Goods after giving notice to us under clause 12.2;
- (b) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (c) you alter or repair the Goods without our written consent;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (e) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

12.4 We will only be liable to you for the Goods' failure to comply with their description or if they are defective to the extent set out in this clause 12.

12.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

12.6 These Terms also apply to any replacement Goods supplied by us to you.

13. Our liability: your attention is particularly drawn to this clause

13.1 We supply the Goods for internal use by your business and to wholesalers and distributors who are permitted to resell the Goods.

13.2 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) any other liability that cannot be limited or excluded by law.

13.3 Subject to clause 13.2, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue; or
- (b) loss or corruption of data, information or software; or
- (c) loss of business opportunity; or
- (d) loss of anticipated savings; or
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

13.4 Subject to clause 13.2, our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed £10,000,000.00.

13.5 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

14. Termination

14.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;

(c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

(e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

14.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. Events outside our control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).

15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

15.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

16. Communications between us

16.1 When we refer to "in writing" in these Terms, this includes email.

16.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

16.3 A notice or other communication is deemed to have been received:

(a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

(c) if sent by email, at 9.00 is the next working day after transmission.

16.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

16.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17. General

17.1 Assignment and transfer.

(a) We may assign or transfer our rights and obligations under the Contract to another entity.

(b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

17.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

17.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

17.4 Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.5 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

17.6 Governing law and jurisdiction. This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.