

## **Terms and Conditions**

### **On-line, email and Fax. Orders**

This website is provided by Dansach to provide all customers with a selection of products available to purchase contained in our on line catalogue some of which is provided by our buying group AIEW.

Dansach reserve the right to refuse to accept orders from and/or supply products to any individual or company for any reason whatsoever.

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Dansach as well as AIEW liability under or arising in connection with this agreement, whether in tort (including negligence) or for breach of contract or otherwise howsoever arising shall in no event exceeds the price of the products supplied under this agreement.

Dansach will not be liable for any damages or loses, whether direct or indirect that you may suffer as a result of computer service or systems failure, including but not limited to server failure, access delays or interruptions data non-delivery or mis-delivery, domain name system failure, delays in provision of the "hacking" or otherwise, even if Dansach has been advised of the potential for such damages and even if Dansach may reasonably foresee the potential for such damages.

Dansach, hereby expressly exclude any rights of third parties who may who may otherwise be entitled to enforce the terms of this agreement as if they were a party to it or otherwise able to rely on the provision of the contracts (rights of third parties) Act 1999, as enacted or modified.

Dansach reserves the right at any time, to revise its prices without notice.

Prices where quoted are trade prices, you should contract Dansach for a quotation with latest price and delivery information. The price payable for the products that you order are as agreed with Dansach Electrical Supplies Ltd.

All orders for products featured are subject to availability. Dansach's acceptance of orders does not signify availability of products. You will be advised of any delays in delivery of the products relating to availability.

## Terms and Conditions

Any personal data provided by you to Dansach Electrical Supplies Ltd will be used for the purposes of processing your order. Such personal data will form part of your customer records and we will be entitled to use it for all purposes connected with the provision of the products and related services.

Dansach may wish to use the personal data to send you information about its products and/or services. If you do not wish to receive any such information you may send an email to [netsales@dansach.co.uk](mailto:netsales@dansach.co.uk), indicating you do not wish to receive such information.

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On all online transactions we will email a confirmation including delivery costs. This will be through Paypal or via our own email address. Payment must be made within 48 hours of this email. No delivery date will put in place until payment has been made and cleared. All goods remain the property of Dansach Electrical Supplies Ltd until payment is received and delivery acknowledged.

We accept Paypal and therefore all cards associated with this service. However we can also offer payment over the phone directly to us on credit or debit card as well as Bartercard. If you wish to pay by cheque, then this can be done but no delivery date for goods will be agreed until cheque has cleared in our account. For more information on the different options-please call our office on 02380677288 or fax us on 02380677289. Email: [netsales@dansach.co.uk](mailto:netsales@dansach.co.uk)

These conditions shall come into force on you submission of order and shall apply to all orders received whether it is on-line, over the phone, via email, fax or in person. In case of any conflict between these conditions and your conditions of purchase or the terms of your enquiry to order or any correspondence relating there to these conditions shall prevail except to the extent that these conditions are excluded by specific reference by us in writing. Written confirmation of on-line and email orders as well as telephone and fax orders should be clearly marked as such otherwise you will be responsible should orders be duplicated. We reserve the right to cancel your order/orders. No variation of your order will be recognised unless agreed by us in writing.

We normally make no charge for delivery from our warehouse within our van delivery area but reserve the right to charge carriage outside our usual delivery area. Where pursuant to your orders we specially order goods from manufacturers you shall pay us any charges made. Online orders and orders needing posting or dispatching via courier will require a quotation for dispatch which must be obtained and the carriage paid for before order is completed. Delivery dates are promises made in good faith by us to indicate an estimated delivery times shall not amount any contractual obligation to deliver at the times stated. We will accept no liability for direct or consequential loss or damage arising from the delay. Delivery dates shall be reasonably extended if delays are caused by industrial disputes or by any cause beyond reasonable control.

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We will accept no liability for direct or consequential loss or damage arising from delay.

We give no guarantee on goods supplied by us. However notwithstanding the foregoing, we hereby give you a guarantee equivalent to such unexpired portion of the guarantee or warranty (if any) received by us from the supplier of such goods. You shall properly use, care for and maintain the goods. The company will make available upon request information on the design, construction and installation to ensure that as far as reasonably practicable they are safe and without health risk to health when properly used. It is the responsibility of purchasers to take such steps as are necessary to ensure that that appropriate information relevant to the products is made available to the user. Our liability under these conditions shall be in lieu of any warranty or condition implied by law as to the quality fitness for any particular purpose or merchantable quality of the goods. No statement made or agreed and no liability undertaken orally shall be binding upon us unless confirmed in writing. Save as provided in these conditions we shall not be under liability whether in contract or arising out of statute or in tort or otherwise for any loss, damage, injury or death arising directly or indirectly from goods supplied by us.

Goods may not be returned without our prior agreement. Goods returned must be countersigned carriage paid accompanied by a packing note stating delivery note/ invoice number. In some instances of re-stocking or handling charge maybe made to you.

Any boxes, cases and drums will be credited unless the invoice is marked non-returnable. If returned to us in good condition carriage paid by yourself. All goods are carefully packed and consigned in good condition. They are signed for as such by the carriers who are then responsible. In event of any goods being damaged in transit, it is essential that customers sign for them and write damaged or unexamined. Notifying us within 24 hours with full details of the claims of damage. Customers should notify us as well as the carriers of all claims for damage as well as loss within three days of receipt of goods or any suspicion or indication that the goods may have been lost in transit. Failure to do so within the agreed three days will result in the claim not being recognised and goods transaction will be complete.

Unless otherwise agreed In writing by one of our directors the construction validity and performance of any contract arising hereunder shall in all respects be construed and operate in accordance with English Law and shall be subject to the jurisdiction of the English Courts. The terms and conditions shall also be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of English courts.

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