

Conditions of Sale

1. In these Terms the following expressions shall have the following meanings:
 - 1.1 "Buyer" the purchaser of the Goods from the Seller.
 - 1.2 "Seller" Hager Limited.
 - 1.3 "Contract" the contract for the sale and purchase of the Goods made pursuant to these Terms.
 - 1.4 "Delivery" delivery of the Goods in accordance with these Terms.
 - 1.5 "Delivery Address" the location for Delivery agreed by the Seller and the Buyer (save where it is agreed that the Buyer shall collect the Goods from the Seller's premises).
 - 1.6 "Delivery Date" the date for Delivery agreed by the Seller and the Buyer.
 - 1.7 "Force Majeure" any circumstances beyond the reasonable control of the Seller.
 - 1.8 "Goods" the products which the Seller has agreed to supply to the Buyer pursuant to these Terms.
 - 1.9 "Loss" all actions claims demands losses (direct, indirect, consequential or otherwise) expenses costs actions and proceedings.
 - 1.10 "Payment Terms" the terms of payment in respect of the Price (and where relevant any delivery order or handling charges) which unless otherwise agreed by the Buyer and the Seller shall require payment not later than the last day of the month following that in which the Seller notifies the Buyer that the Goods are ready for despatch or have been dispatched.
 - 1.11 "Price" the price of the Goods as set out in the Seller's current price list at the date of despatch.
 - 1.12 "Quotation" includes any quotation, estimate, or tender given or made by the Seller.
 - 1.13 "Terms" the terms and conditions set out herein including any special terms and conditions agreed in writing by the Seller and the Buyer.
 - 1.14 "Product Lifetime" is the reasonable lifetime of a wiring accessory product in this catalogue and is taken to be 25 years from the date of manufacture.
2. All orders are accepted and all contracts are made subject to the Terms which shall prevail and be effective notwithstanding any variations or additions contained in any order or other document submitted by the Buyer including without limitation any standard conditions of purchase of the Buyer. No modification, of these Terms shall be binding upon the Seller unless made in writing by a duly authorised employee of the Seller.
3. A Quotation does not constitute an offer by the Seller to supply Goods and every acceptance of any Quotation by the Buyer shall be deemed an offer by the Buyer to purchase Goods from the Seller and will not be binding on the Seller until the Seller has given written acknowledgement or acceptance of such order.
4. The Seller reserves the right by giving notice to the Buyer at any time before Delivery to increase the price of the Goods or any installment of the Goods to reflect any increase in their cost of production, delivery, provision or otherwise which is due to Force Majeure, including but not by way of limitation any fluctuations in the cost of raw materials.
5. Unless otherwise agreed by the Buyer and the Seller, the Price shall be for Delivery to the Delivery Address. The Price shall include carriage and transit insurance costs to the Delivery Address. The Price is exclusive of any VAT (which will be applied in accordance with the legislation in force at the tax point date) for which the Buyer will be additionally liable.
6. In addition to the Price, an order charge of £10 shall be payable by the Buyer on orders under the value of £150. The Seller reserves the right to charge the Buyer a reasonable handling charge for special deliveries made at the Buyer's request.
7. The Seller shall be entitled to send the invoice for the Goods to the Buyer immediately the Goods have been dispatched or when they are ready for despatch but are prevented or delayed from being dispatched due to Force Majeure.
8. The Buyer shall pay the Price plus any VAT strictly in accordance with the Payment Terms. The Seller will afford the Buyer a 2.5% discount on the Price if payment is made on or before the due date. Non-compliance with the Seller's terms of payment shall constitute default without reminder. In case of default the Seller may without prejudice to any other of its rights under these Terms charge interest to accrue on a daily basis at the rate of 3% per month from the date upon which payment falls due to the actual date of payment such interest to be paid monthly. Except where insolvency laws provide otherwise the Buyer shall not be entitled to withhold or set off payment for Goods for any reason whatsoever.
9. If the Buyer shall fail to fulfil the Payment Terms in respect of any invoice of the Seller the Seller may demand payment of all outstanding balances from the Buyer whether due or not and/or cancel all outstanding orders and/or decline to make further deliveries except upon receipt of cash or satisfactory securities.
10. In addition to any right or lien to which the Seller may by law be entitled the Seller shall in the event of the Buyer's insolvency or the Buyer failing to render payment for any Goods supplied by the Seller when due be entitled to a general lien on all goods of the Buyer in the Seller's possession for the unpaid price of any Goods sold and delivered by the Seller under the same or any other contract.
11. In addition and without prejudice to its other rights the Seller may on 14 days notice to the Buyer sell any goods of the Buyer on which the Seller has a lien and shall be deemed the Buyer's agent for the purposes of effecting such sale. The Seller may apply the proceeds of sale towards the satisfaction of sums due from the Buyer without prejudice to the Seller's right to recover the balance thereof from the Buyer.
12. Any date or period set out in a Quotation or the Seller's acceptance of order or which is otherwise agreed by the Seller and the Buyer for the delivery of the Goods or any part of them is approximate only and time shall not be of the essence of such delivery. If the Seller is prevented from delivering any Goods at the time provided for delivery by reason of Force Majeure then the period for delivery shall in any event be extended by the time lost due to such Force Majeure.
13. Delivery shall be made by the Seller supplying the Goods to the Delivery Address and the Buyer shall be responsible for the unloading of the Goods at the Delivery Address and the cost thereof. Where the Seller and the Buyer agree in writing that the Buyer shall collect the Goods from the Seller's premises the Buyer shall arrange at its expense unless otherwise agreed in writing for the carriage of the Goods (including cost of insurance in transit) and the Goods shall be deemed to have been delivered upon their loading upon the carrier and for the purpose of these Terms "Delivery" shall be construed accordingly.
14. Should the Buyer fail to take Delivery on or before the Delivery Date the Seller shall be entitled:
 - 14.1 if it has not already done so to invoice such Goods forthwith and to take the invoice into account;
 - 14.2 to treat the Contract as repudiated by the Buyer and without prejudice to any other right it may have against the Buyer the Seller shall be entitled to resell the Goods and shall be entitled to be indemnified by the Buyer for any Loss which it suffers.
15. The Seller reserves the right to deliver the Goods by installments and where it does so each delivery shall constitute a separate contract and any failure by the Seller to deliver any one or more of the installments in accordance with these Terms or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
16. The Buyer shall store and transport the Goods in conditions that will preserve the Goods in good condition. The Buyer shall comply with all reasonable requests made by the Seller with regard to the conditions in which the Goods are to be stored and transported.
17. Packing cases and cartons in which the Goods are supplied are non-returnable and provided free of charge.
 - 18.1 If the Goods are to be manufactured by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all Loss suffered by the Seller in connection with any claim by a third party that the manufacture and/or supply of the Goods to such specification infringes the rights of any third party.
 - 18.2 Unless otherwise agreed in writing all copyright and design rights in any drawings created by the Seller in the performance of the Contract shall vest in the Seller and remain the property of the Seller notwithstanding the purchase of the Goods by the Buyer.
 - 19.1 Subject as expressly provided for herein all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law and the Seller shall have no liability to the Buyer other than as expressly set out herein.
 - 19.2 The Seller makes no warranty as to the accuracy of all general drawings including weights and dimensions issued by the Seller and such drawings and any descriptions and illustrations contained in any catalogue, price list or other advertising material are for information only and are a general description of the Goods and do not form part of the Contract.
 - 19.3 The Buyer shall be deemed to have inspected and quantified the Goods upon Delivery and the Seller shall have no liability to the Buyer in relation to short delivery or damage to the Goods in transit which was apparent on inspection or which would have been apparent on reasonable inspection unless such short delivery or damage is notified to the Seller and the carriers in writing within 3 days of Delivery specifying (in such detail as the Supplier shall reasonably require) the shortage in or damage to the Goods.
 - 19.4 The Seller shall have no liability to the Buyer in relation to non-delivery of the Goods unless such non-delivery is notified to the Seller in writing within 10 days of the Delivery Date.
 - 19.5 Where any valid claim in respect of short delivery or non-delivery of or damage to the

- Goods is notified to the Seller in accordance with these Terms, the Seller shall be entitled to supply goods to remedy any short delivery or non-delivery or damage free of charge or, at the Seller's discretion refund to the Buyer the price of the relevant Goods but the Seller shall have no further liability to the Buyer except in the case of death or personal injury caused by the negligence of the Seller.
- 19.6 Where the Seller does not manufacture the Goods or any part thereof the Seller shall have no liability in relation to any defect in or failing of the Goods other than to use its reasonable endeavours to pass to the Buyer the benefit of any guarantee given in respect of the Goods or part thereof by their manufacturer.
 - 19.7.1 The company undertakes to replace or repair at its discretion products should they become inoperable within the time periods as outlined below:

Brand	Product lifetime	10 years	2 years
Ashley*		✓	
Kliik**		✓	
Tehalit		✓	
Hager			✓
*Ikon & metalclad ranges		✓	
**dimmer switches shaver units, portable lamps			✓
**Occupancy sensors			✓

- 19.7.2 In all cases defects shall be taken as arising solely from faulty materials and or workmanship and the defective goods must always be returned to Hager Ltd and Hager Ltd must be notified of the defect or suspected defect immediately the same became known to the Buyer. The Guarantee will be invalidated if the product has not been installed or maintained in accordance with the Company's instructions, has not been used appropriately or if any attempt has been made to rectify, dismantle or alter the product in any way.
- 19.8 The Seller shall not be liable to repair or replace defective Goods or part thereof if the Goods or part thereof have been subject to any misuse, unauthorised repair replacement modification or alteration.
- 19.9 The Seller shall not be liable for any Loss suffered by the Buyer due to the Seller's failure to meet its obligations under the Contract due to Force Majeure.
- 19.10 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall have no liability to the Buyer for any loss of profit, business, contracts, revenues or anticipated savings or for any special indirect or consequential damage or loss of any nature whatsoever and whether caused by the negligence of the Seller or its employees, or agents) which arises out of or in connection with the supply of the Goods and/or their use or resale by the Buyer, except as may otherwise be expressly provided for in these Terms.
- 19.11 For the avoidance of doubt nothing herein contained shall be deemed to exclude or restrict the Seller's liability for death or personal injury arising due to the Seller's negligence.
20. The risk in the Goods shall pass to the Buyer immediately upon Delivery.
21. The Buyer shall indemnify the Seller against all Loss (including without limitation the Price in respect of Goods completed, costs incurred by the Seller in respect of partially completed Goods, reasonable cancellation charges incurred by the Seller due to any subcontracts entered into to perform the Contract and estimated profits on the Goods under the Contract on which work by the Seller has not been started) suffered by the Seller which arises as a result of the cancellation of the Contract by the Buyer, the breach by the Buyer of any provision of the Contract or the negligence of the Buyer or any of its representatives.
22. Until payment by the Buyer in full of the Price of the Goods and any other monies due to the Seller in respect of all other products supplied or agreed to be sold by the Seller to the Buyer (including but without limitation any costs of delivery):
 - 22.1 the property in the Goods shall remain in the Seller and the Buyer shall hold the same as the fiduciary agent of and bailee for the Seller;
 - 22.2 the Buyer shall store the Goods separately from other products in a manner which makes them readily identifiable as being the property of the Seller and shall keep them protected and insured but shall be entitled to resell or use the Goods in the ordinary course of its business.
23. Until such time as property in the Goods has passed to the Buyer (and provided that the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith the Seller or its agents may enter the premises of the Buyer and take possession of any Goods in which property remains in the Seller and remove and dispose of them as the Seller thinks fit. The Seller shall apply the proceeds of disposal (after deduction of all expenses) in discharge of the amount unpaid by the Buyer.
24. 24.1 Save as may be otherwise agreed in writing between the Seller and the Buyer where Goods are supplied for export from the United Kingdom they shall be charged for and delivered FOB the air or sea port of shipment and the Seller shall not be obliged to give the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.
- 24.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon. In particular, if any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the Goods by the Buyer the Buyer shall obtain the same at its own expense and if necessary produce evidence of the same to the Seller on demand. Failure to do so shall not entitle the Buyer to withhold or delay payment of the Price. Any additional expenses or charges incurred by the Seller resulting from such failure shall be for the Buyer's account.
- 24.3 The seller supplies the goods to the buyer on the sole basis that goods are on-sold by the buyer to suitably qualified, professional installers only.
25. If the Buyer:
 - 25.1 shall default in or commit any breach of any of its obligations to the Seller under these Terms; or
 - 25.2 shall be involved in any legal proceedings in which its solvency is in question; or
 - 25.3 being a company shall present a petition or have a petition presented for its winding up or convene a meeting to pass a resolution for voluntary winding up or have a receiver appointed over all or any part of its assets or call a meeting of or enter into any composition or arrangement with its creditors or being an individual shall be presented with a bankruptcy petition; or
 - 25.4 shall cease or threaten to cease to trade or if in the opinion of the Seller serious doubts arise as to the Buyer's solvency then in any such case the Seller shall immediately become entitled (without prejudice to its other claims and rights under the Contract) to suspend further performance of the Contract for such time as it shall in its absolute discretion think fit or (whether or not notice of such a suspension shall have been given) to treat the Contract as wrongfully repudiated by the Buyer and forthwith terminate the Contract (either with or without notice to the Buyer) and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement to the contrary.
26. All Contracts shall be governed by English Law and the English Courts shall have nonexclusive jurisdiction for the hearing of any dispute between the parties.
27. These Terms supersede all previous Conditions of Sale of the Seller.
28. The Seller shall be entitled to assign or sub-contract all or any of its rights and obligations hereunder. The Buyer shall not be entitled to assign transfer sub-contract or otherwise delegate any of its rights or obligations hereunder.

Conditions of Use

The products listed in this publication should be installed by suitably qualified professional personnel in accordance with the company's instructions, requirements of relevant legislation, regulations (including IEE Wiring Regulations) and the accepted practice in the industry.