



Phone: 01376 572 084 Email: info@kelvelec.co.uk Web: Kelvelec.co.uk
Unit L50 Leapingwells Farm, Hollow Road, Kelvedon, CO5 9DB

Kelvelec Electrical Supplies Ltd - Terms and Conditions of Sale (Trade Only)

1. Definitions and Application

These Conditions of Sale (“Conditions”) apply to all quotations, contracts, sales, supplies, and deliveries of goods, materials, services, or other products (“Products”) by Kelvelec Electrical Supplies Ltd (“the Company”) to any business customer purchasing in the course of trade (“the Buyer”).

The Company supplies strictly on a business-to-business (B2B) basis and does not supply consumers.

These Conditions shall apply to the exclusion of all other terms and conditions, including any terms the Buyer purports to apply, unless expressly agreed in writing and signed by a Director of the Company.

The placing of an order by the Buyer constitutes acceptance of these Conditions in full.

2. Formation of Contract

All quotations are issued subject to these Conditions and do not constitute a binding offer.

A contract shall only be formed upon the Company’s acceptance of the Buyer’s order, whether by written confirmation, dispatch of goods, or otherwise.

Once an order has been accepted by the Company, it shall be binding on the Buyer and may not be cancelled, amended, or varied without the prior written consent of the Company.

The Company reserves the right to accept or reject any order at its sole discretion.

3. Prices

All prices are subject to change without notice unless otherwise agreed in writing.

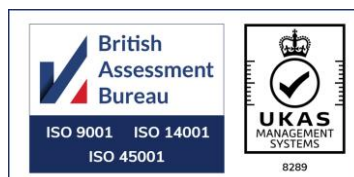
All prices are exclusive of VAT and do not include delivery, carriage, packaging, insurance, duties, or other applicable charges unless expressly stated.

4. Delivery

The Company will use reasonable endeavours to meet any quoted delivery dates; however, such dates are estimates only and time shall not be of the essence.

The Company shall not be liable for any delay or failure in delivery arising from circumstances beyond its reasonable control.

The Company reserves the right to deliver in instalments, and each instalment shall constitute a separate contract. Failure to deliver any instalment shall not entitle the Buyer to cancel the remaining balance of the order.





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Upon delivery, the Buyer must:

- Inspect all goods immediately
- Note any damage or shortage on the carrier's documentation
- Notify the Company immediately by telephone
- Provide full written details of any claim within 3 days of delivery

Failure to comply with the above will result in rejection of any claim.

5. Risk and Title

Risk in the Products passes to the Buyer upon delivery.

Title to the Products shall remain with the Company until full payment has been received for:

- The Products supplied; and
- All other sums due from the Buyer to the Company

Until title passes:

- The Buyer shall store the Products separately and clearly identifiable
- The Company may enter the Buyer's premises to recover unpaid Products
- The Buyer holds the Products as bailee for the Company

6. Payment Terms

Unless otherwise agreed in writing, all invoices are payable in full by the end of the calendar month following the date of invoice.

The Company reserves the right to:

- Charge interest on overdue amounts at a rate of 8% above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998
- Suspend deliveries and/or withdraw credit facilities in the event of late payment

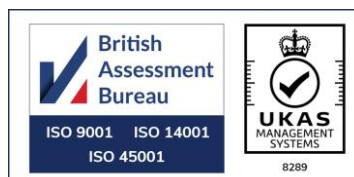
7. Warranty

The Company warrants that the Products shall, at the time of delivery, correspond with the manufacturer's published specifications when used under normal conditions.

The Buyer acknowledges that:

- The Company is a distributor and not the manufacturer
- The Buyer is responsible for ensuring suitability for its intended use

All warranties are limited to those provided by the manufacturer, to the extent permitted by law.





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The Company's warranty obligations are strictly limited to a period of 12 months from the date of delivery.

Any manufacturer warranty extending beyond this period is provided directly by the manufacturer, and the Buyer shall be responsible for pursuing such claims directly with the manufacturer.

The Company shall have no responsibility for administering, facilitating, or supporting claims made outside of the 12-month period.

8. Faulty Goods and Manufacturer Claims Procedure

8.1 Manufacturer-Controlled Process

All Products are supplied subject to the manufacturer's warranty, testing procedures, and technical requirements.

No credit, replacement, or refund will be issued unless the Product has been:

- Inspected and tested; and
- Confirmed as faulty by the manufacturer or its authorised agent

The manufacturer's decision shall be final.

The Company shall not be liable for any costs associated with removal, reinstallation, labour, or any third-party expenses.

8.2 Return for Testing

Where required by the manufacturer:

- The Product must be returned for inspection
- The Buyer must comply with all return instructions

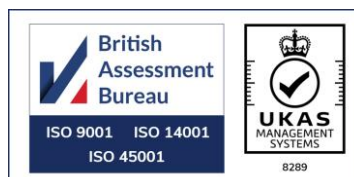
Failure to return goods when requested may result in rejection of the claim.

Where Products are returned and no fault is found, the Company reserves the right to charge handling, inspection, and carriage costs.

8.3 Smart, Connected and EV Charging Equipment

Where Products include smart, connected, or remotely diagnosable equipment (including but not limited to EV chargers):

- The Product must remain installed, powered, and connected to enable remote diagnostics
- The Buyer must ensure that installers and end users do not remove, replace, or interfere with the Product unless instructed





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If the Product is removed, tampered with, or replaced prior to manufacturer authorisation:

- The claim will be rejected and no credit, replacement, or refund will be issued

Only where the manufacturer confirms that:

- The Product is faulty; and
- Removal or replacement is authorised

will the Company proceed with further action.

8.4 Buyer Responsibility

The Buyer is responsible for:

- Communicating these requirements to installers and end users
- Ensuring compliance with manufacturer procedures

The Company accepts no liability where claims are invalidated due to actions of installers or third parties.

8.5 Notification of Faults

The Buyer must:

- Notify the Company immediately upon discovery
- Provide full written details within 7 days
- Allow access for inspection or investigation

Products must not be used once a fault is suspected.

9. Limitation of Liability

To the fullest extent permitted in a B2B transaction:

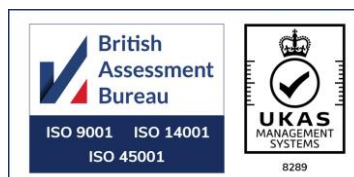
The Company's liability shall be limited to:

- Replacement
- Repair
- Refund of the purchase price

The total liability of the Company shall not exceed the price paid for the Products.

The Company shall not be liable for:

- Loss of profit
- Loss of business
- Indirect or consequential losses





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Nothing in these Conditions shall limit or exclude liability for death or personal injury caused by negligence or for any liability which cannot be excluded by law.

10. Returns Policy

No goods are supplied on a sale or return basis and the Company is under no obligation to accept returned goods.

At the Company's sole discretion, returns of standard stock items may be accepted subject to the following conditions:

- A written request must be submitted within 30 working days from the invoice date, including photographs demonstrating the goods in resaleable condition
- A restocking fee will apply, being the greater of £25.00 or 25% of the invoiced value
- Goods must be complete, unused, and in a condition suitable for resale as new, including all original packaging, manuals, accessories, and fixings
- No labels, tape, or markings may be applied directly to the manufacturer's packaging

Products identified as special order or non-stock items are strictly non-cancellable and non-returnable once ordered.

11. Cancellation

Orders may not be cancelled without prior written consent.

If accepted, the Buyer shall indemnify the Company against all resulting losses and costs.

12. Export

Without prejudice to these Conditions, Products supplied for export shall be at the Buyer's risk from the time of collection by the freight carrier from the Company's premises.

All prices are exclusive of taxes, duties, insurance, packing, and freight unless expressly agreed in writing.

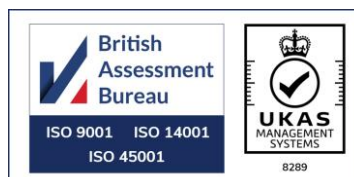
12.1 Export Warranty and Compliance

The Company's warranty obligations shall not apply to Products exported outside the United Kingdom. Any warranty shall be provided solely by the manufacturer, and the Buyer shall deal directly with the manufacturer for all such claims.

The Company shall have no responsibility for the compliance, suitability, or performance of Products outside the United Kingdom.

13. Intellectual Property

No warranty is given that the Products do not infringe intellectual property rights.





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14. Force Majeure

The Company shall not be liable for any failure or delay in performance caused by events beyond its reasonable control.

15. Assignment

This agreement may not be assigned without prior written consent from the Company.

16. Use of Products

The Buyer shall ensure that all Products are installed, commissioned, and used in accordance with manufacturer instructions and applicable regulations.

The Company shall not be liable for any defect, damage, or failure arising from incorrect installation, misuse, or failure to follow manufacturer guidance.

17. Governing Law

These Conditions shall be governed by and construed in accordance with English law.

The Buyer submits to the exclusive jurisdiction of the English courts.

