

Terms & Conditions

Definitions:

Contract: any contract entered into between the Customer and the Supplier, for the sale of Goods and/or Services.

Customer/you: the person or firm who purchase the Goods and/or Services from the Supplier.

Goods: the goods (or any part of them) as set out in the Contract.

Services: the services supplied by the Supplier to the Customer, as set out in the Contract.

Supplier/we/us: Hall's Electrical Limited, registered in England and Wales, with company number 02036219.

1. The following are intended to be the terms of any Contract which may be entered into between the Supplier and the Customer, and no alteration or addition to the Contract shall be valid in law unless specifically agreed in writing by the Supplier.
2. (a) No Contract for the Goods and/or Services supplied herein shall come into existence until the Customer's order (however given) is accepted by the earliest of (i) the Supplier's written acceptance of the order (ii) the delivery of the Goods to the Customer's premises or (iii) the Supplier's invoice.

(b) These terms and conditions shall be incorporated into the Contract, to the exclusion of any terms or conditions stipulated or referred to by the Customer.
3. (a) For the purpose of section 12 of the Sale of Goods Act 1979, the Supplier shall transfer only such title or rights in respect of the Goods as it has and if it has purchased the Goods from a third party, shall transfer only such title and rights as that party had and has transferred to the Supplier.

(b) The risk in the Goods shall pass upon delivery of the Goods by the Supplier or its agent to the Customer's premises or upon the completion of the Services by the Supplier. The Customer shall both examine the Goods and/or Services upon delivery or upon the completion of the Services, and report to the Supplier immediately any discrepancy in quantity or quality.

(c) Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Supplier and shall not pass to the Customer until the amount due under the Supplier's invoice has been paid in full and, in the case of payment by cheque, the cheque has been cleared through the Supplier's bank account.

(d) Until title passes: (i) If the Contract is for fitting parts, and the Customer disposes of the vehicle to which the Goods have been fitted, the proceeds of such disposal shall be kept separate from other cash assets of the Customer, shall be identifiable as such, and shall not in any event be paid into an overdrawn bank account (ii) If the contract is for the supply only of Goods, the Customer shall hold the Goods as bailee for the Supplier, and shall store or mark them so that they are clearly identifiable as the property of the Supplier. If the Customer disposes of the Goods or, in breach of these provisions, incorporates them in any other article and disposes of the said article, the proceeds of such disposal shall be kept separate from the cash assets of the Customer, shall be identifiable as such, and shall not in any event be paid into an overdrawn bank account, and the Supplier shall, in any event, be entitled at any time before title passes to repossess all or any of the Goods and, for that purpose, to enter any premises of the Customer.

(e) The Supplier shall be entitled to maintain an action for the price of the Goods notwithstanding that title in them has not passed to the Customer.

4. (a) Invoices presented by the Supplier are due and payable within 30 days of presentation, time being of the essence.

(b) The Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any amount due in whole or in part to the Supplier.

(c) The Supplier reserves the right to off-set any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
5. Any dates quoted by the Supplier for the delivery of Goods are approximate only, and shall not form part of the terms of the Contract between the Supplier and the Customer.
6. (a) The Supplier may, without notice, suspend or curtail performance of its obligations hereunder in the case of events, circumstances or causes beyond its reasonable control.

(b) Where the Customer cancels the order, the Customer shall be liable to pay the Supplier's reasonable costs incurred in pursuance of the order or in consequence of its cancellation.
7. (a) Where the Contract is for the sale of Goods which are specially ordered by Supplier for the Customer, such Goods are not returnable.

(b) A handling charge will be made on any Goods which may be accepted by the Supplier for return against orders correctly executed by the Supplier.

(c) Any invoice for Goods/Services supplied to the Customer, but charged to a third party (in respect of a warranty claim or any other reason), will become payable by the Customer if, for any reason, full payment is not made by the third party within 60 days.
8. Where parts owned by the Customer are accepted as consideration for an exchange unit, those parts will only be credited to the invoice by the Supplier (notwithstanding anything appearing to be to the contrary therein contained) if the Customer returns them to the Supplier in clean condition within 14 days of the date of the Supplier's invoice.
9. **For Contracts where the Customer is a business:**
 - (a) Nothing in these Conditions shall limit or exclude the Supplier's liability for:
 - (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (iv) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
or
 - (v) defective products under the Consumer Protection Act 1987, and
 - (b) Subject to clause 9(a):
 - (i) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract ; and
 - (ii) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Customer to the Supplier for the Goods and/or Services.

- (c) The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- (d) This clause 9 shall survive termination of the Contract.

For Contracts where the Customer is a consumer:

- (a) As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.
- (b) If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.
- (c) If we are installing the Goods into your vehicle, we will make good any damage to your vehicle caused by us in the course of installation or performance. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of installation and/or performance by us.
- (d) We only supply the Goods and/or Services for domestic and private use. You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- (e) We do not exclude or limit in any way our liability for:
 - (i) death or personal injury caused by Our negligence or the negligence of our employees, agents or subcontractors;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (iv) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
 - (v) defective products under the Consumer Protection Act 1987.

For Contracts where the Customer is a business or a consumer:

- (a) No claim against the Supplier shall be entertained for any defect arising from any design or specification provided or made by the Customer or if any adjustment, alteration or other work has been done to the Goods by any person other than the Supplier.
- (b) In any case where the Customer has a valid claim relating to the quality of the Goods and has complied with the conditions thereof, the Supplier's liability shall be limited, where possible and to the fullest extent allowed by law, to the replacement of the defective Goods.
- (c) In the course of installing auxiliary equipment to a vehicle, the Supplier will endeavour to use any fixing points designed for the purpose, and made available by the manufacturer. However, it is sometimes

necessary to drill holes in the chassis/cab/cross members/fascia etc. and the Supplier cannot be held liable for any loss of manufacturer's warranty in respect of this action, or any loss of the vehicle resale value.

10. If the Customer is in breach of any of these conditions and the Supplier does not bring such breach (whether known to the Supplier at the time or not) to the Customer's attention, this shall under no circumstances constitute a waiver of the Supplier's rights hereunder and the Supplier shall be empowered to enforce those rights regardless of any previous concession to the Customer.
11. (a) The Supplier may sub-contract the performance of this contract in whole or in part.

(b) All prices listed or quoted in the Supplier's literature are subject to alteration without prior notice, and prices charged will be those current at the time of dispatch of the Goods.
12. (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
13. A person or firm who is not a party to the Contract shall not have any rights under or in connection with it.
14. This Contract shall be governed in all respects by English Law and the Customer consents to the exclusive jurisdiction of the English courts in all matters relating thereto.