



Anglia Components Limited Standard terms for the sale of goods

Anglia Components Limited is a business-to-business supplier and as such our **angliaLive** (Anglia Live) Website is intended for use by business customers. Notwithstanding the foregoing, if the Buyer is a consumer nothing in these terms and conditions of sale shall affect the Buyer's statutory rights.

1. Interpretation

1.1 In these Terms:

"Buyer"	means the person whose Order for the Goods is accepted by the Seller or the person who places an order through the Website;
"Goods"	means the goods (including any installment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms;
"Seller"	means Anglia Components Limited (registered in England under number 04233823) trading as Anglia;
"Contract"	means the contract for the sale and purchase of the Goods;
"INCOTERMS"	means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made;
"Order"	means the Buyer's order for the Goods as set out in the Buyer's acceptance of the Seller's quotation or the Buyer's order for the Goods where there is not a Seller's quotation or the order submitted and purchased through the Website.
"Terms"	means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;

“Website”

means www.anglia-live.com

“Writing”

And any similar expression, includes facsimile transmission, electronic mail (E-mail) or other forms of electronic communication, but not text messages.

2. Basis of the sale

- 2.1 A credit account may be granted to the Buyer subject to an investigation by the Seller, which may include a company, director, sole trader or partnership search of the Buyer with a credit reference agency. The Seller will monitor and record information relating to trade credit performance and such records may be made available to other organisations to assess applications for credit and fraud prevention. A request for the purchase of Goods from the Seller will be treated as consent to this procedure. Any credit terms granted shall be at the discretion of the Seller and may be withdrawn at any time without prior notice.
- 2.2 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Buyer’s Written Order (if accepted by the Seller) or in the case of an order through the Website in accordance with such order (if accepted by the Seller by the dispatch of the Goods to the Buyer), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such Order is made or purported to be made, by the Buyer. The Order shall only be deemed to be accepted when the Seller confirms in writing or verbally its acceptance of the Order, at which point the Contract shall come into existence save that in the case of Orders through the Website the contract shall not come into existence until the dispatch of the Goods to the Buyer.
- 2.3 No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller. In the case of the Seller the authorised representative shall only be a director of the Seller.

- 2.4 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
- 2.5 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted on entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.6 Any typographical, clerical or other error or omission on the Website or in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller. In the case of products listed for sale on the Website, the prices payable for the items that the Buyer orders are clearly set out on the Website. If by mistake, the Seller has under-priced an item, the Seller will not be liable to supply that item to the Buyer at the stated price.

3. Orders and specifications

- 3.1 No Order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller's authorised representative. In the case of products ordered through the Website, the Buyer's order is an offer to buy from the Seller. There will be no contract of any kind between the Buyer and the Seller for orders through the Website until the Seller actually dispatches the Goods to the Buyer. At any point up until then, the Seller may decline to supply the goods to the Buyer without giving any reason. At the moment that the Goods are dispatched, a contract will be made between the Buyer and the Seller.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Buyer's Order (if accepted by the Seller).

- 3.4 Any minimum order quantities per line item shall be specified by the Seller at the time of the Order.
- 3.5 The Seller reserves the right to impose minimum order quantities per line item or minimum order values per order.
- 3.6 If the Goods are to be manufactured, supplied or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of, any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
- 3.7 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EU requirements or, which do not materially affect their quality or performance.
- 3.8 No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation. Save that if the Buyer is a consumer (i.e. not a business, sole trader, partnership, company or other incorporated or unincorporated organisation) then the remainder of this clause 3.8 will apply and the Buyer may cancel or change any of his/her current orders prior to dispatch by contacting the Seller at info@anglia-live.com. If the Buyer is a consumer then the Buyer may cancel the contract for its purchase of the Goods by contacting the Seller at info@anglia-live.com within seven working days of delivery of the Goods. If the Buyer is a consumer then the Buyer should keep all the original packaging and return the Goods to the Seller in secure packaging to Anglia Components Limited, Sandall Road, Wisbech, Cambs PE13 2PS. The Buyer will be responsible for the cost of returning the Goods to the Seller unless the Seller has delivered the item to the Buyer in error. The Goods should be returned to the Seller in their original condition. If the Seller does not receive the Goods back then the Seller may

arrange for collection of the Goods at the Buyer's cost. When the Seller receives notice of cancellation of the Buyer's contract for the Goods and receives the Goods, the Seller will refund the price paid by the Buyer for the Goods subject to the Buyer being a consumer. The Seller will not refund the delivery charge for sending the Goods to the Buyer unless the Buyer is returning an entire order. The Buyer (being a consumer) must contact info@anglia-live.com to obtain a returns authorisation number which needs to be shown visibly on the return packaging and the Buyer must return the Goods in their original condition with all original packaging and documentation to obtain a full refund. Any items that have been specifically ordered in for the Buyer or that have been modified or adapted for the Buyer or are manufactured for the Buyer as a special order item cannot be cancelled or returned by the Buyer.

4. Price of the goods

- 4.1 The price of the Goods shall be the Seller's quoted price, or where no price has been quoted (or is no longer valid), the price on the Seller's price list current at the date of acceptance of the Order by the Seller. The validity of quotations must be considered correct at the time of issue only. A quotation for the Goods shall not constitute an offer. In the case of Goods purchased through the Website the price shall be the price clearly set out on the Website. If, by mistake the Seller has under-priced an item, the Seller will not be liable to supply that item to the Buyer at the stated price.
- 4.2 The Seller reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the price of the Goods (whether the price of the Goods is a quoted price or not) to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increases in costs from suppliers, carriers or other subcontractors, significant increase in the costs of labour, materials or other costs of manufacture or product withdrawal which has been placed on the Seller), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 Except as otherwise stated in the Seller's Written quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller. However, in the case of Goods ordered through the Website all prices are expressed exclusive of any VAT payable unless otherwise stated and such VAT will be payable in addition (if applicable).

5. Terms of payment

5.1 In the case of purchasing Goods through the Website or otherwise payment in full (100%) must be given at the time of placing the order unless the Seller has granted a credit account to the Buyer and confirmed this in writing to the Buyer in which case payment for the Goods shall be made in accordance with clauses 5.2 and 5.3 below. The Seller shall send an invoice to the Buyer with the Goods and an emailed order acknowledgement prior to despatch of the Goods in the case of Goods purchased through the Website. The Buyer's credit/debit card details will be encrypted to minimise the possibility of unauthorised access or disclosure.

5.2 In the case of purchasing Goods either through the Website or otherwise from the Seller where the Seller has agreed to a credit account with the Buyer and notified the Buyer in writing of the terms of such credit account then the Seller may invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.3 Subject to clause 5.1 above, the Buyer shall pay the price of the Goods (without any deduction) in accordance with the credit terms agreed in writing between the Seller and the Buyer and in the absence of agreement as to the timing of payment the Buyer shall pay the price of the Goods within 30 days from the end of the month in which the Seller's invoice is dated, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only on request.

5.4 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:

5.4.1 cancel the contract or suspend any further deliveries to the Buyer;

- 5.4.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
- 5.4.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per cent per annum above Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 5.5 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.
- 5.6 Orders paid for by credit card will only be accepted up to a value of £2000, \$2000 or €2000. Proforma orders, where the values are greater than the above, must be paid for by bank transfer and will not be shipped until funds have cleared. Where credit card payments are made at point of order (excluding Anglia Live orders) or monies due on a credit account are paid using a credit card then service charges may apply.

6. Password and security

- 6.1 If the Buyer registers to use the member's area of the Website or at the Seller's discretion the Buyer sets up a credit account with the Seller, the Buyer will be asked to create password(s) to access the member's area and credit account. In order to prevent fraud, the Buyer must keep these password(s) confidential and must not disclose it/them or share it/them with anyone. The Buyer shall be responsible for all activities which occur under his/her/its password(s) and the Buyer's member's area and credit account. If the Buyer's membership and/or credit account is terminated the Buyer will destroy all copies of his/her/its password(s) and any information obtained from the Website. Only members are permitted to view, print and download any information within the membership areas of the Website. Members may not disclose or transfer this information to another person without the Seller's prior written consent.
- 6.2 If one of the Buyer's employees leaves the Buyer then the Buyer is responsible for terminating or amending his/her/its password(s) so that employee will no longer have access to the Buyer's member's area or the Buyer's credit account. If the Buyer knows or suspects that someone else knows his/her/its password(s) the Buyer should notify the Seller by email at info@anglia-live.com immediately.

- 6.3 If the Seller has reason to believe that there is likely to be a breach of security or misuse of the Website, the Seller may require the Buyer to change his/her/its password(s) or the Seller may suspend the Buyer's membership or credit account.
- 6.4 The Buyer will be responsible for and indemnify the Seller for all the Seller's losses, damages, costs and expenses (including without limitation our professional costs and expenses and our consequential losses, loss of profits and goodwill) resulting from the Buyer's breach of this clause 6.

7. Delivery

- 7.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the address specified by the Buyer in the Order or if no address is specified and at the discretion of the Seller delivery of the Goods may be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection. The Seller will deliver the Goods to the main entrance/goods inward dept. of the delivery address.
- 7.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date.
- 7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.4 The Seller reserves the right to deliver in bulk if in its opinion the quantity or value of the Goods is uneconomical to deliver in separate instalments.
- 7.5 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and if the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods (save that the Seller shall not be liable to the Buyer for failure to deliver the Goods or any instalment ordered through the Website unless the Goods have been dispatched to the Buyer and therefore the Contract has come into existence).
- 7.6 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without limiting any other right or remedy available to the Seller, the Seller may:

- 7.6.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 7.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
- 7.7 The Seller may in its sole discretion vary the dates of delivery if so requested to do so by the Buyer provided that the Buyer makes such a request in Writing at least 60 days before the due date of delivery and the revised delivery date is not more than one calendar month after the due date of delivery.

8. Risk and property

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer :
 - 8.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
 - 8.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 8.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.
- 8.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 8.5 The Buyer shall not be entitled to pledge, create a lien over or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

9. Warranties and liability

- 9.1 The Seller has not manufactured the Goods but will use its reasonable endeavours to pass on the benefit of any warranties relating to the Goods provided by the manufacturer. The Buyer may therefore only be entitled to the benefit of any warranty or guarantee as is given by the manufacturer of the Goods to the Seller.
- 9.2 USE OF PRODUCTS. Customer shall follow the manufacturers specified application guidelines for the use of components and must comply with the manufacturer's Product specifications as stated on their websites, terms and conditions or product literature. Customer acknowledges that such use, sale, or non-compliance is at Customer's sole risk. Customer shall indemnify, defend and hold Anglia harmless from any claims based on: (i) Anglia's compliance with Customer's designs, specifications, or instructions, (ii) modification of any Product by anyone other than Anglia, or (iii) use of Products in combination with other products or in violation of this clause.
- 9.3 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. If the Buyer is a consumer this does not affect his/her statutory rights.
- 9.4 If there is any defect in the quality or condition of then please contact us at either info@anglia.com or info@anglia-live.com for support. The manufacturer's warranty and any liability of the Seller (if any) under these Terms will not cover any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by the Buyer or any third party or if the Buyer uses the Goods in a way contrary to any of the Seller's or the manufacturer's recommendations, the Buyer's failure to follow the Seller's instructions or the manufacturer's instructions or any alteration or repair the Buyer carries out without the Seller's prior written approval.
- 9.5 The Buyer must notify to the Seller any loss or damage to the Goods in transit or if incorrect Goods are supplied within 7 days of receipt of the Goods. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any damage and the Buyer shall be deemed to have accepted the Goods. If there is any loss or damage to the Goods in transit or if incorrect Goods are supplied for any reason and if the Seller has been notified in accordance with the time limit stated above then the Buyer's sole remedy shall be limited to the Seller making good any shortage by replacing such Goods or, if the Seller shall elect, by refunding the part of the price paid in relation to the particular item.
- 9.6 Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition

or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

9.7 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

9.7.1 Act of God, explosion, flood, tempest, fire or accident;

9.7.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.7.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

9.7.4 import or export regulations or embargoes;

9.7.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

9.7.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

9.7.7 power failure or breakdown in machinery;

9.7.8 delay or failure of suppliers, carriers or other sub-contractors including without limitation the failure of suppliers to supply the Goods due to product withdrawal, deletion or modification.

10. Insolvency of buyer

10.1 This clause 10 applies if:

10.1.1 the Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the Insolvency Act 1986); or

- 10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - 10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
 - 10.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 10.2 If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability 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 or arrangement to the contrary.

11. Export terms

- 11.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of INCOTERMS shall have the same meaning in these Terms, but if there is any conflict between the provisions of INCOTERMS and these Terms, the latter shall prevail.
- 11.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 11 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Terms.
- 11.3 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 on them.
- 11.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered fob at the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 11.5 The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment. The Seller shall have no liability in respect of any damage during transit.
- 11.6 Payment for the Goods for export shall be made in accordance with clause 5 above. Clause 5.1 above shall apply to Goods purchased for export through the Website if and to the extent that the Seller permits Goods to be purchased for export through the Website.

11.7 The Buyer undertakes not to offer the Goods for resale in any country notified by the Seller to the Buyer or in respect of a country which the Buyer knows or ought to have known the sale is restricted by the manufacturers or the government of such country at or before the time the Order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country.

12. Data Protection

Where the buyer provides or the seller collects personal data, the seller will process such personal data in accordance with the terms of the seller's privacy policy which is available at www.anglia-live.com/privacyPolicy.pdf

13. General

13.1 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

13.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.3 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

13.4 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.