



## **TERMS AND CONDITIONS HAV SOLUTIONS LTD ( HERINAFTER REFERRED TO AS THE COMPANY)**

**The Customer's attention is drawn to the clauses hereof which excludes or limits the Company's liability and those which require the Customer to indemnify the Company in certain circumstances. The placing and acceptance of an order implies acceptance of the terms and conditions of the Company.**

### **PRICES AND PAYMENT**

All prices on this site are shown in UK pounds sterling. They exclude delivery charges that are charged at cost per order. The total price of your order will be the price of the products that you order, plus the applicable delivery charge. Prices, offers and products are subject to availability and may change before (but not after) we accept your order. We try very hard to ensure that all the information on this site is accurate. However, just occasionally, an error may occur. If we discover an error in the price or description of a product or system design you have ordered, we will tell you and ask you whether you wish to continue with your order. If a product, service or system design is listed at an incorrect price due to typographical error or an error in the pricing information received by us from our suppliers then we reserve the right to cancel our contract. In these circumstances you will not be entitled to seek compensation for disappointment incurred. We accept payment by cash, cheque supported by a bankers card, and accept all major credit cards. A surcharge of 2.5% will be applied when using credit cards. 50% deposit is normally required on acceptance of any design and installation contract. When purchasing a single product full payment is taken when the order is processed.

### **INDIVIDUAL DESIGN CONTRACTS.**

All designs are copyright to Hav Solutions Ltd and a separate fee is charged for designs submitted with payment being made on submission. The Company will only accept responsibility for products it supplies and installs. Products supplied and installed by contractors or sub-contractors working for the same customer on any contract are the responsibility of the said contractor or sub-contractor.

### **VAT**

All prices quoted are exclusive of VAT which will be charged at the rate in force at the time of despatch.

### **TITLE OF GOODS**

Immediately upon delivery to the customer of any goods or system designs agreed to be sold by the Company to the customer the customer shall become the bailee thereof and the legal title thereto shall be retained by the Company as Bailor. Legal title to any goods or system designs supplied by the Company shall not pass to the customer until all indebtedness is discharged the Company has the right to re-possess the goods or system designs and reserves licence to enter the customer's premises for that purpose.

### **DELIVERY**

Unless otherwise agreed in writing, goods and system designs shall be delivered to the customer's nominated address on the UK mainland by post or the Company's carrier or representative. Some products could be despatched directly from the manufacturer or supplier to the customer's nominated address on the UK mainland. All prices are quoted on this basis. In the event that the Company agrees to delivery outside the UK mainland it reserves the right to charge for the carriage and/or insurance in addition to the prices quoted for the goods. The Company reserves the right to deliver goods in instalments.

### **SHORT DELIVERY**

Claims for short delivery or delivery where the goods do not conform to the delivery note, defective or damaged goods must be notified to the Company within 48 hours of receipt of goods.

### **DELAY / NON DELIVERY**

If the customer does not receive the goods within 5 days from the date of the order being accepted the Company must be notified immediately by telephone followed by confirmation in writing. This does not apply to system designs. No responsibility can be accepted by the Company for transit losses but every assistance will be given in making claims on carriers providing non receipt is notified within the time limit. If the Company is unable to deliver the goods for any reason other than the default of the Company, the Company shall be entitled to consider that the goods have been tendered to the customer and acceptance refused.

### **RETURN OF GOODS**

The Company is unable to accept return of goods or system designs without prior consent. Before returning merchandise the Company must be notified, with full details of the merchandise, the invoice number and the date. Authorisation for return, if appropriate, will then be given. In relation to systems products authorisation will only be given if the unit is complete with all accessories, cables, manuals etc is in brand new condition and in it's original pristine packaging

### **GENERAL**

The Company shall not be liable for any failure to perform its obligations when such failure is due to any cause beyond its reasonable control

### **EXCLUSION OF THIRD PARTY RIGHTS**

Notwithstanding any other provision of these terms and conditions, nothing in these terms and conditions shall confer nor is it intended to confer benefit on any 3<sup>rd</sup> party for the purpose of The Contracts ( Rights of Third Parties) Act 1999 or for any other purpose.

### **CANCELLATION**

The customer shall be liable for any non-recoverable costs incurred by the Company should the customer cancel any order placed with the Company. All cancellations must be confirmed in writing within 48 hours of any oral notification.