



INTRODUCTION

These terms and conditions govern the relationship between CA Clase (UK) Limited and the Client.

DEFINITIONS

In these terms and conditions the following expressions will have the following meaning:

CA Clase shall mean CA Clase (UK) Limited (registered number 3074862) whose registered office is at 2 Mornington Place, Waterberry Drive, Waterlooville, Hampshire, PO7 7XX, UK.

Client shall mean any company, partnership, practice or person requiring/obtaining the Goods or the Services offered/carried out.

Contract means any contract between CA Clase and the Client for the provision of the Goods and/or the Services together with these terms and conditions.

Goods means those goods to be supplied to the Client by the CA Clase (including any part or parts of them) as set out in the Schedule.

Schedule means the schedule to the Contract setting out the particulars of the Contract.

Services shall mean the scope of work identified in the Schedule and to be carried out in accordance with the Schedule.

Term means the period specified in the Schedule.

GENERAL

All quotations are made, and all orders are accepted, only subject to the following terms and conditions notwithstanding anything which may be stated to the contrary on customers order forms, or correspondence.

VALIDITY

Unless previously withdrawn, all quotations are open for acceptance within 30 days only from the date thereof and are subject to confirmation at the time of such acceptance.

DESCRIPTIVE MATTER

All descriptive specifications, drawings and particulars of weights and dimensions issued by us are approximate only and intended only to present a general idea of the goods to which they refer and none of these shall form part of the contract.

SPECIAL MATERIAL

Orders for goods that are built or non-stocking items ordered in to special requirements are only accepted on the condition that cancellation or return cannot be accepted.

PRICES

All prices in our catalogues and price lists are subject to alteration or withdrawal without notice. Where prices are quoted excluding VAT, the current rate will be charged.



TERMS OF PAYMENT

Payment is required on or before dispatch date, unless otherwise agreed at the time of order.

Any credit account will be established at CA Clase's discretion after receipt of two trade references and one bank reference. Such an account will be due for full settlement within 30 days from the date of invoice.

Without prejudice to any other rights available to CA Clase, if any invoice remains unpaid 14 days following the due date, then CA Clase retains the right to charge statutory interest on the outstanding balance (both before and after judgement) at the rate of 8% plus the current Bank of England base rate unless previously arranged.

Invoices will be raised in accordance with the agreed timetable as outlined within the Schedule.

CA Clase reserves the right to suspend in total the provision of the Services and/or the Goods or treat the Contract as terminated, should any invoices remain unpaid outside any agreed credit terms.

The Client shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by CA Clase to the Client.

DELIVERY

Where a period is named in the Schedule for delivery and such period is not extended by mutual agreement in writing then CA Clase reserves the right to require the Client to take delivery within the period.

Although CA Clase will use its best endeavours to deliver the Goods in accordance with the provisions of the Schedule, CA Clase shall not be liable for any loss or damage arising from its failure to do so and time of delivery shall not be of the essence of the Contract.

INSURANCE FOR GOODS IN TRANSIT

Insurance for Goods in Transit is to be arranged by the customer where orders are collected from CA Clase premises by the customer's courier.

DISPATCH AND FREIGHT/PACKING CHARGES

The time given for dispatch will date from our formal acknowledgement of a written order. We will use our best endeavours to dispatch on the date given but will accept no liability to do so. Freight and packing charges will be added to quoted prices, where applicable. Alternatively goods may be collected from CA Clase premises.

Goods must be inspected upon delivery and prior to signing. In the unlikely event that the shipment is damaged, goods must be signed for as damaged and documented evidence, including photographs of all external and internal packaging, should be submitted to CA Clase at sales@caclase.co.uk within 24 hours of goods being received.

Where Goods are dispatched by CA Clase to the Client, risk shall pass at the time of delivery. Where Goods are collected from CA Clase premises, risk shall pass at the time of collection. CA Clase does not accept any liability for any loss or damage caused by any courier.

LEGAL CONSTRUCTION

The contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall in all respects be constructed to operate as an English contract and in conformity with English Law.

CANCELLATION

Once orders have been accepted by us, they cannot be cancelled except with our written agreement. In this event we reserve the right to raise a cancellation charge. For returned goods a re-stocking fee of 25% applies.



TITLE OF GOODS

Title of goods shall not pass from CA Clase until full and final payment has been received.

WARRANTY

CA Clase passes on the full benefit of the Manufacturer's warranty for the products the company represents. The scope of the warranty is product specific – please see individual products for details.

With all Warranty Claims, where applicable, we require all the accessories and packaging to be returned with any faulty item to carry out full inspection and testing and to comply with manufacturers' terms of warranty.

The warranty specifically excludes damage or misuse by whatever means excluding product failure as defined by the manufacturer.

CA Clase accepts no responsibility for external satellite and/or cellular services outside of its control with the operation of equipment supplied.

CA Clase accepts no liability or responsibility for any third party supplied and/or manufactured product.

CA Clase accepts no liability for consequential losses incurred by any product failure.

CONFIDENTIALITY

This Contract shall be confidential, and no details shall be divulged by either party to any third party, other than external auditors, without the prior written permission of the parties to the Contract.

This provision shall apply both while this Contract is in force and afterwards.

PRIOR INSPECTION

Inspection at our Waterlooville premises is invited prior to dispatch when appropriate.

DISPUTES RESOLUTION PROCEDURE

In the event of any dispute over the quality of the Goods supplied or the Services received the Client will initially inform the C A Clase in writing. C A Clase will then undertake a full review of all complaints received and offer up a report within 4 weeks of receipt. All complaints with regards to quality or service delivery must be lodged within 4 weeks of the event.