

**A. Contract**

- A1. When you place an order for Goods through our website, by phone, email, post, or as described in clause B1, you are offering to purchase the Goods under these terms and conditions (Conditions).
- A2. For vendor-managed inventory arrangements, an order is deemed placed when our system or personnel identifies the need for additional stock within the agreed limits. For consignment stock arrangements, an order is placed when stock is withdrawn from our storage at your premises.
- A3. Before submitting your order, please carefully review these Conditions and ensure all order details are accurate. A4. Acceptance of your order occurs when we issue a written acknowledgment (Order Acknowledgement), at which point a binding contract (Contract) is formed between you and us, Conro Electronics Ltd (Registered in UK No: 05469980), in accordance with these Conditions. We reserve the right to reject any orders at our discretion.
- A5. These Conditions are the exclusive terms governing the Contract, superseding any other terms you may propose or imply through trade practices.
- A6. Our quotations are not offers and are valid for 30 days from the date of issue unless otherwise stated.
- A7. The Contract represents the entire agreement between us, and you acknowledge not relying on any statements or promises not included in the Contract.
- A8. Any samples, illustrations, or descriptions of Goods provided by us are for reference only and do not form part of the Contract unless explicitly included.
- A9. If we process your personal data, it will be in accordance with our Privacy Policy, available at <https://www.conro.com/privacy-policy/>.
- A10. We sell only to businesses, and Goods must be used by qualified, insured professionals for their intended purposes. We are not responsible for misuse or consumer use of the Goods and may refuse or cancel sales if we believe you are not a business customer.
- A11. All quotations, proforma invoices, and orders are processed exclusively according to our terms and conditions. We do not process, action, or review any requests or requirements communicated through your orders, terms and conditions, quality documents, emails, or verbal communications, regardless of the position or authority of the person within your company. Our terms and conditions override any other terms and conditions presented by you or implied by your communications. By placing an order with us, you agree to be bound by our terms and conditions without exception.

**B. Delivery of Goods**

- B1. We will deliver Goods to the address specified in the Contract (Delivery Location), under DAP (Incoterms 2020) or another agreed Incoterm.
- B2. Delivery is completed when Goods arrive at the Delivery Location.
- B3. Delivery dates are estimates, and we are not liable for delays due to circumstances beyond our control or your failure to provide adequate instructions.
- B4. If you do not accept delivery within 7 days of notification, delivery is deemed completed, and we will store the Goods at your expense for up to 1 month before disposal without credit.
- B5. Additional delivery attempts will incur extra charges.
- B6. If you do not accept delivery within 14 days, we may resell or dispose of the Goods and charge you for any shortfall below the price.
- B7. You cannot reject Goods if the delivered quantity is within 5% of the ordered amount. Notify us within 48 hours of delivery for quantity discrepancies. Package discrepancies must be reported immediately.
- B8. We may deliver Goods in instalments, each treated as a separate contract.
- B9. If we fail to deliver, our liability is limited to the cost of obtaining replacement goods, less the price of the undelivered Goods, and we are not liable for delays caused by circumstances beyond our control or your inadequate instructions.

**C. Quality of Goods**

- C1. You are entitled to any manufacturer warranties we can enforce. For defective Goods, refer to clause H.

**D. Title and Risk**

- D1. Risk passes to you upon delivery or as per the relevant Incoterm.
- D2. Title to the Goods passes to you when we receive full payment or when you resell/use the Goods, whichever is earlier.
- D3. Until title passes, you must: (a) Store the Goods separately, identifiable as our property; (b) Not alter any identifying marks or packaging; (c) Maintain and insure the Goods at their full price; (d) Notify us if you become insolvent; and (e) Provide us with relevant information as requested.
- D4. You may resell/use the Goods in the ordinary course of business before paying for them. If you do, title passes immediately before resale/use.
- D5. Before title passes, we may terminate your right to resell/use the Goods and require you to return them. If you fail to comply, we may enter your premises to recover them.

**E. Charges and Payment**

- E1. The price of the Goods and any transport, packaging, and insurance costs are as stated in the Contract or otherwise notified.
- E2. We may increase the price before delivery due to incorrect pricing, external factors, your requested changes, delays caused by you, or supplier price increases.
- E3. If using your carrier, you are responsible for all charges.
- E4. We may invoice you upon receipt of your order.
- E5. If we extend credit terms, payment is due within 30 days of the invoice date. If no credit terms are offered, payment is required before order fulfilment.
- E6. All payments exclude VAT, which you must pay in addition to the Goods price.
- E7. Late payments incur interest as per the Late Payment of Commercial Debts (Interest) Act 1998, plus a £50 administration fee per overdue invoice.
- E8. Payments must be made in full without deductions. We may set off any amounts owed by you against amounts payable to you.
- E9. You warrant that any payment card used is your own or your business's, authorized for use, with sufficient funds available.

**F. Limitation of Liability**

- F1. We do not limit our liability for death or personal injury caused by our negligence, fraud, or any other matter where exclusion is unlawful.
- F2. This clause survives termination of the Contract.
- F3. We are not liable for indirect or consequential losses, and our total liability is limited to the price paid under the Contract.
- F4. Implied terms of the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982 are excluded to the fullest extent permitted by law.
- F5. Refer to clause A10 for specific liability provisions.

**G. Termination**

- G1. We may terminate the Contract immediately if you: (a) Breach the Contract and fail to remedy it within 7 days of notice; (b) Become insolvent; (c) Cease business operations; (d) Undergo a change of control; or (e) Your financial position deteriorates, jeopardizing your ability to fulfil obligations.
- G2. We may terminate the Contract for non-payment.
- G3. We may suspend deliveries if you fail to pay or become insolvent.
- G4. Upon termination: (a) All outstanding payments are due immediately; (b) You must return our property, or we may enter your premises to recover it; (c) Accrued rights and remedies are unaffected; and (d) Certain clauses remain effective.
- G5. If you terminate without our consent, you indemnify us against all losses.

**H. Return of Goods**

- H1. If you believe any Goods to be defective, please complete our online discrepancy form on our website and email it to us at [info@conro.com](mailto:info@conro.com) within 7 days of delivery. Photographic evidence of both the product and the outer packaging must be emailed for your claim to be considered. We reserve the right to reject any claim that omits such evidence. If we can enforce a warranty or guarantee from the relevant manufacturer, we will provide you with a Return Materials Authorisation (RMA) number. Returned Goods will not be accepted without an RMA number. Do not write directly on the manufacturer's packaging. Instead, write the RMA number on an address label and attach it to the returned package. Any defacement of the manufacturer's packaging or damage caused by inadequate packaging may result in the rejection of the return or an additional restocking fee, at our sole discretion.
- H2. We are not liable for damage during transit. Ensure adequate packaging.
- H3. Use recorded delivery, registered post, or courier and insure the Goods.
- H4. If returned Goods are not defective, we will return them at your expense.

H5. We have a Return Policy and in exceptional circumstances, we may accept returns of unwanted Goods at our sole discretion. We would also only consider accepting a return if the request is made within 5 working days of the delivery date. If accepted, all returns would have to be made within 5 working days and the goods must be in pristine resalable condition. We shall be entitled to apply a handling fee of 30% of the price of the Goods or £50 (whichever is the greater) and provide any refund in the form of a credit note only. Any refund shall not include the original delivery charges.

H6. Special order, shelf life controlled, made to order, or supplied to order materials cannot be cancelled or returned.

H7. We will not accept return requests based on shelf life if these requirements were not indicated in the "Order Notes" section on our website at the time of ordering.

#### **I. Events Beyond Our Control**

I1. Events Beyond Our Control include strikes, utility failures, natural disasters, pandemics, wars, civil unrest, legal compliance issues, and third-party defaults.

I2. We are not liable for delays caused by such events.

I3. If such events prevent us from supplying Goods for more than 4 weeks, we may terminate the Contract.

#### **J. General**

J1. We may record or monitor communications for quality and training.

J2. Assignment: (a) We may assign or subcontract our rights and obligations. (b) You need our written consent to assign or subcontract your rights and obligations.

J3. Notices: (a) Must be in writing, delivered personally, by post, courier, or email. (b) Considered received upon personal delivery, two business days after posting, upon courier delivery, or one business day after email transmission.

J4. If any part of the Contract is invalid or unenforceable, it will be modified or deleted as necessary without affecting the remainder.

J5. A waiver of rights must be in writing and does not affect future rights.

J6. The Contract does not create a partnership or agency relationship.

J7. Only parties to the Contract have rights to enforce its terms.

J8. Variations to the Contract must be in writing and signed by us

J9. The Contract is governed by English law, and disputes are subject to the exclusive jurisdiction of English courts, subject to clause 10.10.

J10. At our option, disputes may be resolved by LCIA Arbitration in London, with proceedings conducted in English.