

# TERMS AND CONDITIONS

1. We only sell to bonafide electrical wholesalers.
2. All goods supplied by us are sold only upon the following conditions. Placing an order with us confirms acceptance of our terms. Unless agreed by us in writing, any other terms or conditions (including any which may be contained in your order) are excluded.  
**3.** Minimum UK carriage paid order £100 net. All orders under £100 will be subject to a charge of £8.50. Any special delivery instructions will be in addition to this. Before 10.00am £20 - Before noon £15 - Saturday before 12.00am £40. We offer next day delivery to 96% of the UK mainland, on orders placed before 1pm.  
**Acceptance,** the customer shall inspect the goods immediately on arrival. Short delivery must be notified within 24 hours, non delivery within 3 days. Unless notified in writing within these periods, that the goods are not in conformity with the contract you are deemed to have accepted the goods. Eire carriage paid order £400. Under £400 telephone for quotation (this also applies to some areas of the Scottish Highlands). Any times quoted for delivery are made in good faith and are subject to the availability of the product. The company shall not be liable for any costs or damages incurred due to the failure to deliver goods by a specified date.  
The customer will give full access to the premises to the company, its servant, agents and workmen at all reasonable times so that the company may deliver the goods and perform any services which it has contracted to carry out in accordance with this contract.  
**Force majeure.** If events beyond the control of the company, including, but without prejudice to the generality of the foregoing words: force majeure, action by HM factory inspectorate, strikes, lock-outs, industrial action, trade disputes, government interference, or action, shortage or lack of materials prevent, delay or hinder the delivery of goods or performance of services by the company, then the completion of the works or delivery of the goods by the company shall be postponed and the reason notified in writing to the customer. Such postponement shall continue so long as completion of the service and delivery of the goods to the customer is so prevented, delayed or hindered and the original time for completion of the services or delivery of the goods, if any, shall be extended by the length of the postponement.  
The company shall not be liable for any loss or damage whether financial or consequential or otherwise caused to the customer whether directly or indirectly out of such postponement.
4. Samples - All samples will be invoiced to the customer and credited to the customer when returned by the customer in a re-saleable condition, unless otherwise agreed.
5. Advance replacements - Emcogroup will charge for all products leaving our premises and will credit goods only when they are returned to our premises.
6. Retention of title - All goods remain the property of Emcogroup Ltd. until such time as full payment is received for the goods.  
All goods supplied by the company to the customer shall remain the sole and absolute property of the company both in law and equity until the customer shall have paid the company the whole of the price payable under this contract together with the full price of any other goods supplied or services rendered by the company to the customer pursuant to any other contract between them. Notwithstanding the retention of property in the goods by the company in accordance with the above provisions all goods supplied by the company shall be at the risk of the customer as soon as they are delivered by the company, its servants, or agents to the customers premises.  
Until full payment has been made the customer shall give full access to the premises to the company, its servants and agents at all reasonable times and shall permit the company to repossess the goods delivered under this contract.
7. Account customers - we require payment in full by the last day of the month following invoice date, for this a 2.5% settlement discount is allowed. Settlement will be disallowed for late payment. If payment is not made by the due date, then interest shall be payable on such sum at the rate of 2.5% per month or part thereof from the due date, until payment. The times stipulated by these conditions within which the customer is to pay for the goods supplied and/or services rendered shall be of the essence of this contract.
8. Trade description - In the interest of continued improvement the company reserves the right to alter specifications and prices without prior notice. But this clause shall not require the customer to accept the design or specification different in any material different from original. All pictures contained in this catalogue, finishes and measurements are intended to present a general idea of the product.  
Emcogroup accepts no responsibility or liability for their use. The installing electrician is responsible to ensure the product is used in the correct manner and it is good practice to check all measurement prior to installation.
9. Without prejudice to the other provisions hereof the liability of the company shall in no event exceed the price payable or paid by the customers for goods or services supplied. Without prejudice to the other provisions hereof the liability of the company shall in no event extend to any loss of profits, loss of business, economic loss or consequential loss or damage suffered by the customer. None of the provisions hereof are intended or shall be deemed to exclude the liability of the company in respect of death or personal injury resulting from the negligence of the company.
10. Emcogroup publishes a trade price list, which states the trade price, discount from the trade price will be quoted to account customers.  
All products are quoted excluding vat at the current rate. All fittings are supplied without lamps or shades unless stated.
11. Warranty - All products carry a 1 year guarantee (any lamps sold has its own expected life printed on box). Please note; for products where a battery pack is supplied, the battery is not covered by the manufacturer's warranty. Responsibility for the initial charge period and maintenance charge/discharge of batteries is with the installing electrician or site owner, the guarantee on transformers is null and void if the transformer is placed too close to the lamp and shows evidence of heat damage. Any Emcogroup product found to be faulty in materials or workmanship within the guarantee period, will be repaired or replaced without charge at Emcogroups discretion, on production of the original invoice. The companies obligation under this warranty shall not extend beyond the initial cost of the product and accordingly any consequential damages arising out of product defects are excluded. This warranty shall not apply to products which have been badly stored or incorrectly installed, or to products that have been altered or repaired outside the Emcogroup premises.
12. The company reserves the right to delay dispatch or cancel any order for reasons beyond the companies control, where the customer defaults in payment, or if the company reasonably believes the customer is not in a position to meet commitments.
13. If the customer shall make default in or commit breach of any of its obligations to the company, or if any distress or execution shall be levied upon the customer, his property or assets or if the customer shall make an offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if the customer shall be a limited company then any resolution or petition to wind up such customer shall be passed or presented otherwise than for reconstruction or amalgamation of if a receiver or administrator of such customer's undertaking, property or assets or part thereof shall be appointed, the company, shall have an immediate right to terminate any contract then subsisting with the customer and upon such written notice of such termination being posted by the company to the customers last known address or if the customer is a limited company to the customers registered office. Any subsisting contract shall be deemed to be terminated without prejudice to any claim or right which may have accrued to the company.
14. Returned goods will not be accepted without prior notification, (contact our sales office for a returns authorisation number). Goods returned to us without displaying this number will be refused, and Emcogroup will not be held liable for any costs involved. Any goods returned through no fault of Emcogroup Ltd. will be subject to a handling charge of 20% (subject to a minimum of £50) and must be in perfect condition, they must be current product and in their undamaged and unmarked packaging, otherwise they will be returned and a charge will be made.
15. Emcogroup will accept no responsibility or liability for incorrect use of a product and if we visit site, and no fault is found with a product, a charge will be made for the visit. For Emcogroup to arrange a site visit by an agent of the company, we require a covering order and a site visit agreement to be filled out in full.
16. The Company guarantees at its entire discretion either to replace or repair any of the Goods which within the guarantee period are shown to its satisfaction to be defective through faulty material or workmanship alone, provided that no attempt has been made by the Customer or a third party to rectify, dismantle or alter the Goods in any way and the faulty unit is returned to the Company.  
The installation of the Goods shall only be carried out by a qualified electrician in accordance with the instructions supplied with the Goods and relevant UK or European standards e.g. the latest edition of the I.E.E Wiring Regulations (BS7671). The Company will not be held responsible for failure of products due to installation in an improper environment, installation not in accordance with relevant regulations, improper working practice, misuse, negligent storage or accidental damage. All the Goods incorporating electronic components are protected against damage which may result from transient voltages on the mains supply. The level of protection incorporated is generally in excess of the minimum level specified in the current international standards. It is the installer's responsibility to ensure that electronic equipment is not subjected to transients above the international immunity standards. The Company does not take responsibility for damage to products caused by excessive mains transients.
17. **Price,** The quoted price may be increased by the company in accordance with the previous market conditions during the currency of the contract. If such an increase is necessary, the company will notify the customer in writing as soon as reasonable practicable. The customer shall pay the amount of increase in addition to them quoted price at the time when payment is due for the goods supplied, services carried out or for any one stage thereof in accordance with these conditions. Without prejudice to the generality of the foregoing "market conditions" shall include any increase in the cost of labour, materials, machinery, tools, operation, transport supply or currency fluctuations.