

Business TERMS AND CONDITIONS :

1. Supply of Goods

1. In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Goods to the Customer subject to and in accordance with the terms and conditions of the Agreement.
2. In supplying the Goods, the Supplier shall co-operate with the Customer in all matters relating to the supply of Goods and comply with all the Customer's instructions.
3. The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under the Agreement shall:
 1. be free from defects (manifest or latent), in materials and workmanship and remain so for the warranty period after Delivery;
 2. conform with the specifications within the technical literature provided by the Supplier;
 3. be free from design defects;
 4. be fit for any purpose held out by the Supplier, and in this respect the Customer relies on the Supplier's skill and judgement.
 5. and the Supplier itself shall, comply with all applicable laws.
4. On receipt of the Goods the Customer has 14 days to notify the Supplier energenie of any goods which were received damaged, or short or incorrect in any way. Claims made outside of 14 days will not be accepted. If such a claim arises please refer to clause 3 Returns of these Terms and Conditions and follow the procedure.

2. Charges, Payment and Recovery of Sums Due

1. The Charges for the Goods shall be as set out in the invoice of the Supplier in respect of the supply of the Goods. Unless otherwise agreed in writing by the Customer, the Charges shall include the cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods, including the costs of packaging, insurance, and delivery. The Supplier will only be responsible for the unloading of the Goods to kerbside and not to a location within the Customers premises.
2. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods.
3. Following Delivery of the Goods, the Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods supplied in the invoice period.
4. In consideration of the supply of the Goods by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than end of month plus 30 days from the invoice date.
5. If payment is not received by the Supplier within the specified period the Supplier will be entitled to charge interest at the rate of 4% on the invoice total.

3. Returns

1. Returns will only be accepted and a credit given if written notification is made to the Supplier, and the goods are received at the Suppliers specified address within 14 days of the invoice date. The customer must obtain an RMA from the supplier for goods to be returned for any reason. If the goods are being returned because of an ordering error by the customer, the supplier will charge 15% of invoice value of the returned goods as a restocking charge.

2. Written notification should be made to sales@energenie4u.co.uk
3. Goods should be returned to the address specified by the Supplier, which should be confirmed by the Customer prior to return.
4. The Customer will be responsible for arranging the physical return of the goods to the address specified by the Supplier.
5. The Customer will be responsible for the full cost of returning of the goods to the address specified by the Supplier.

4. General

1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
8. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

5. Notices

1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause Error! Reference source not found., e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

6. Governing Law and Jurisdiction

1. The validity, construction and performance of the Agreement, and all contractual and noncontractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.