

## **Terms and Conditions**

### **1.0 Definitions**

In these Terms and Conditions the following words shall have attributed to them the meanings specified

1.1 'Logan Electronics' shall mean Logan Electronics Ltd. whose principal place of business and registered office is at Old Charcoal Mill, Mill Yard, Ponsanooth, Truro, Cornwall, TR3 7EF UK.

1.2 'Customer' shall mean the person, company or any other body that purchases or agrees to purchase or places purchase orders for Goods whether a Consumer, Trade Customer or Credit Customer.

1.3 'Trade Customer' shall mean a Customer who buys Goods for the purpose of a business and not as a Consumer.

1.4 'Credit Customer' shall mean a Trade Customer to whom Logan Electronics allows credit in respect of Goods purchased or agreed to be purchased.

1.5 'Goods' shall mean all goods and services which the Customer agrees to buy from Logan Electronics including replacements for defective Goods.

1.6 'Contract' shall mean the Contract between Logan Electronics and the Customer for the sale of Goods by Logan Electronics to the Customer.

1.7 'Catalogue' shall mean any published promotional material produced by Logan Electronics.

1.8 'Working Days' shall mean Monday to Thursday inclusive but exclusive of Bank Holidays.

1.9 'Customer's Registered Address' shall mean the address of the Customer that is already registered with Logan Electronics or the address registered with the issuing company of any debit or credit card which is used as a means of payment for Goods.

**Logan Electronics Registration Number : 5394422**

**Logan Electronics VAT number : GB 383 719 422**

### **2 General**

2.1 All orders for Goods are accepted by Logan Electronics subject to these terms and conditions of sale which supersede any other terms and conditions previously published. These constitute the entire understanding between Logan Electronics and the Customer for the sale of Goods. Logan Electronics accepts responsibility under these terms and conditions for its commitments to the Customer, Logan Electronics also accepts responsibility by its duly authorized agents. Logan Electronics may record all communications for monitoring, training or legal purposes.

2.2 Goods will be supplied based on any information provided by the customer.

2.3 Any Catalogue published by Logan Electronics is an invitation to treat and not an offer to supply.

2.4 Subject to condition 2.5 any advice or recommendation given by Logan Electronics or its employees or agents to the Customer as to the storage, application or use of the Goods is followed or acted upon entirely at the Customers own risk (except in the case of manifest error, gross negligence or contractual misrepresentation by Logan Electronics).

### **3 Prices**

3.1 All prices for the Goods are in pounds Sterling and subject to Value Added Tax ("VAT") at the relevant rate ruling on the date of despatch and do not include the cost of carriage, packaging or other charges which becomes payable under any contract with Logan Electronics.

3.2 Any change in price of Goods found necessary will be communicated to the customer at the time of ordering.

### **4 Orders**

4.1 Where possible orders should be made using Logan Electronics order codes and a Customer number.

4.2 Written confirmation is required for a Customer telephone order. The written confirmation must be marked 'Confirmation Only' so as to avoid liability for a duplicated delivery. Any resulting duplication of delivery shall be the responsibility of the Customer.

4.3 Logan Electronics reserves the right to deliver part orders.

4.4 Authorisation for the return of goods must be obtained. In the event of the Customer cancelling part of an order Logan Electronics reserves the right to charge the Customer for any work in progress labour and material costs, any purchased parts in stock or on order which cannot be cancelled.

4.5 Logan Electronics reserves the right to decline to trade with any person or organisation. In addition, and notwithstanding any other provisions of these conditions of sale, Logan Electronics may decline to accept any order, by giving notice of non-acceptance to the Customer by email, facsimile or telephone within 24 hours (excluding Thursdays, weekends and public holidays) of receipt by Logan Electronics of an order.

### **5 Credit Account Orders**

Telephone orders to be charged to a Credit Account held by a Customer with Logan Electronics will only be accepted with an official purchase order number.

### **6 Carriage and Packing Charge**

Carriage and Packaging costs will be as agreed between the Customer and Logan Electronics at the time of a quotation being provided.

## **7 Payments**

7.1 Payment shall be made by the Customer for all monies owed to Logan Electronics in respect of orders placed for Goods.

7.2 Cheques and Postal Orders must be made payable to "Logan Electronics Ltd" and crossed "payee only".

7.3 Credit terms are available to Customers on request and subject to status, satisfactory references and acceptable trading history with Logan Electronics. Payment is due by the end of the month following the month of despatch without any deductions. Time is of the essence for payment. If the Customer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to Logan Electronics, Logan Electronics shall be entitled to:

- i) Cancel the order and suspend further deliveries of Goods.
- ii) Appropriate any payments made by the Customer to such of the Goods (or Goods supplied under any other order) as Logan Electronics may think fit.
- iii) Charge an administration fee for any legal or other collection processes required to recover all monies due.
- iv) Charge interest on the unpaid amount from the due date in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## **8 Ownership and Risk**

8.1 The risk of damage to or loss of Goods ordered from Logan Electronics will pass to the Customer when the goods are delivered.

8.2 Until property in the Goods passes to the Customer, the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for Logan Electronics. The Customer shall store the Goods (at no cost to Logan Electronics) separately from all other Goods in its possession and marked in such a way that they are clearly identified as Logan Electronics property. Notwithstanding that the Goods (or any part of them) remain the property of Logan Electronics the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value for the account of Logan Electronics. Any such sale or dealing shall be a sale or use of Logan Electronics property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property of the Goods passes from Logan Electronics the entire proceeds of sale or otherwise of the Goods shall be held in trust for Logan Electronics and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as Logan Electronics money. Logan Electronics shall be entitled to recover the price of the

Goods (including VAT and all other monies due to Logan Electronics from the Customer) notwithstanding that property in any of the Goods has not passed from Logan Electronics.

8.3 Until such time as the property in the Goods passes from Logan Electronics, the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to Logan Electronics. If the Customer fails to return Goods, Logan Electronics may apply to enter any premises owned occupied or controlled by the Customer where the Goods are situated and repossess the Goods. On the making of such request to deliver up the rights of the Customer contained in the preceding Condition shall cease.

8.4 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods that are the property of Logan Electronics. Without prejudice to the other rights of Logan Electronics, if the Customer does so all sums whatever owing by the Customer shall forthwith become due and payable.

8.5 The Customer shall insure and keep insured the Goods to the full value against 'all risks' to the reasonable satisfaction of Logan Electronics until the date that property in the Goods passes from Logan Electronics and shall, whenever requested by Logan Electronics, produce a copy of the policy of insurance and evidence of payment of premium. Without prejudice to the other rights of Logan Electronics, if the Customer fails to pay any sums whatever owing by the Customer on the due date, all sums due to Logan Electronics shall forthwith become due and payable.

## **9 Courier Delivery**

All items will be despatched either using a courier of Logan Electronics choosing or by a courier organised by the Customer. In either case all carriage costs will be the responsibility of the Customer.

## **10 Export**

10.1 Carriage will be charged on orders involving Export at the appropriate rate prevailing at the date of despatch.

10.2 The Customer is responsible at their own expense to obtain any import or export license or any other documentation deemed necessary by any compliant authority.

## **11 Transit Delays and Non Delivery**

11.1 The Customer must inspect the Goods as soon as reasonably practicable after delivery and shall within 5 days of such delivery or receipt give notice to Logan Electronics of any apparent physical or delivery damage in the Goods.

11.2 Queries regarding shortages of Goods must be made within 5 days of delivery date and must be accompanied by the despatch note. Queries regarding Goods invoiced but not delivered must be made to Logan Electronics within 14 days of invoice date and the invoice number must be quoted.

11.3 Logan Electronics shall not be liable to compensate the Customer by way of damages or

otherwise for non-delivery or late delivery of the Goods or any of them or for any loss consequential or otherwise arising from non-delivery or late delivery.

## **12 Order Cancellations**

In the event of cancellation of part of an order by the Customer Logan Electronics reserves the right to invoice for any work in progress labour and material costs as well as for any component parts purchased or parts on order that cannot be cancelled. Any component supply cancellation costs may also be invoiced to the Customer.

## **13 Warranty and Returns**

13.1 Logan Electronics warrants its products for 2 months from delivery to the Customer against failure to have manufactured the items against the Customer's drawings and specifications to the revision levels as detailed in the purchase order or modified by a formally accepted Change Request. Where the product contains faulty components that have been free issued by the Customer, Logan Electronics accepts no responsibility. Where the product contains faulty components sourced by Logan Electronics the warranty is limited to the supply and fitting of replacement components into the product returned to Logan Electronics.

13.2 All authorised returns are to be received within 14 days of the Returns Number being issued and any Goods received after that period will be dealt with on an individual basis. The Customer must take all reasonable care to ensure that all returned items be suitably packaged, and that the Goods are protected when being returned. The Customer must provide to Logan Electronics proof of despatch to Logan Electronics. In the event of Goods being returned without a previously allocated Return Number the goods will not be accepted.

## **14 Quality Assurance**

Logan Electronics manufacture to the BS EN ISO 9001; 2008 standard.

## **15 Copyrights, Patents, Intellectual Property & Information**

Where any designs or specifications have been supplied by the Customer for manufacture of Goods by Logan Electronics the Customer warrants that the use of such designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party and the Customer shall indemnify Logan Electronics against all costs claims and demands of whatsoever nature arising out of the use of such designs or specifications.

## **16 Data Protection**

16.1 By placing an order with Logan Electronics the Customer agrees to data relating to the transaction being retained and processed by Logan Electronics in accordance with the Data Protection Act 1998 or any statutory modification thereof. The data so retained will be used by Logan Electronics for the purpose of accounting and will not be disclosed to any third party without the previous consent in writing of the Customer.

16.2 The Customer may, by writing to Logan Electronics, request that all data relating to them should be deleted from its records. Customers may also, in accordance with the provisions of the Data Protection Act 1998, obtain copies of such data that is held in respect of them by Logan Electronics.

## **17 Limitation of Liability**

17.1 The Customer will be responsible for ensuring the fitness for purpose of the Goods for the Customer's application.

17.2 To the extent permitted by law, Logan Electronics accepts no liability whatsoever or howsoever arising in respect of loss, damage or expense arising from errors in information or advice provided whether or not due to Logan Electronics negligence or that of its employees, agents or sub-contractors.

17.3 To the extent permitted by law, Logan Electronics shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of any Contract with the Customer, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Logan Electronics, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer.

17.4 The entire liability of Logan Electronics under or in connection with the Contract with the Customer shall not exceed the price of the Goods except as expressly provided in these terms and conditions.

## **18 Force Majeure**

Logan Electronics shall not be liable to the Customer or deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any obligations of Logan Electronics in relation to the Goods, provided that the delay or failure was due to any cause beyond reasonable control of Logan Electronics. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond reasonable control of Logan Electronics: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Logan Electronics or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

## **19 Law**

All contracts between Logan Electronics and the Customer shall be governed by and interpreted in accordance with English Law and both Logan Electronics and the Customer submits to the exclusive jurisdiction of any competent Court in the United Kingdom.

## **20 Insolvency**

20.1 If the Customer fails to make payment for the Goods in accordance with these Terms and Conditions or permits any other breach of any contract for sale or if any distress or execution shall be levied upon any of the Customers goods or if the Customer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Customer or the Customer is unable to pay its debts as they fall due or if any petition in bankruptcy is presented against the Customer or if being a limited company any resolution or petition to wind up the Customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a Receiver, Administrative Receiver or Manager shall be appointed over the whole or any part of the Customer's business or assets or if any petition for the appointment of any administrator is presented against the Customer or if the Customer shall suffer any actions or proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately.

20.2 Logan Electronics may in its absolute discretion and without prejudice to any other rights which it may have suspend all future deliveries of Goods to the Customer and/or terminate any contract without liability upon its part; and/or exercise any of its rights pursuant to this Terms and Conditions.

## **21 Headings**

All headings in these Terms and Conditions are for ease of reference only and shall not affect the construction of any contract between Logan Electronics and a Customer.

## **22 Severance**

Any provision of any contract with Logan Electronics which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of any Contract.

## **23 Waiver**

No waiver or forbearance by Logan Electronics (whether expressed or implied) in enforcing any of its rights under any contract shall prejudice its right to do so in the future.

## **24 Rights of Third Parties**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed by Logan Electronics and the Customer that nothing in any contract shall confer on any third party any right to enforce or any benefit of any term of any contract that may be concluded by them.