

TERMS AND CONDITIONS OF SALE

Terms & Conditions

This Agreement should be read carefully as it contains the terms and conditions which form a contract between E-TECHSAT Ltd (We, Us, Our, Ours) and the customer (You, Your, Yourself)

All orders are subject to these Conditions:

Ordering

You can order by phone, computer, post, pay by link, pay by invoice, pos online from our website and other media, in our shop or by email.

Payment

Payment is due at the time of ordering, unless specific other arrangements have been made. Prices quoted are exclusive of VAT and are current. However, we reserve the right to change prices without notice.

Ownership of the Goods

Ownership will only be transferred to you when you have paid cash or have cleared funds in payment of all sums due to us in respect of the goods.

Until payment is made to us you must store the goods in a secure way. The goods including the packaging must be kept in new condition and remain our property until paid for in full. We retain full legal and beneficial title to the goods and reserve the right at any time to require you to deliver the goods to us and, failing to do so, we retain the right to enter your premises or of any third party where the goods are stored and repossess the goods.

Until payment is made you shall be entitled to sell the goods or incorporate them into other products acting as our agents but then the title to the goods shall remain with us, and you shall remain fully accountable for the proceeds of the sale.

-Description of Goods:

We reserve the right to supply goods of substantially the same quality or better than those described. The seller accepts no responsibility whatsoever for the accuracy of data or the description of goods supplied in contract tort or otherwise or for any damages or injuries arising directly or indirectly from any errors or omissions. Electronic component data may be derived from one of many manufacturers and data may vary from one manufacturer to another.

Despatch of Goods:

We despatch Goods by Carrier or Post to UK based customers. Exports are made by prior arrangement.

Delivery time is not guaranteed and shall not form a basis of any agreement. We shall use reasonable means to deliver by a specified date but shall be under no liability whatsoever for delivery delays or their consequences, however caused and you hereby waive irrevocably all your rights and remedies (if any) in respect of any loss or damage suffered or incurred directly or indirectly as a result of any late delivery of the Goods.

Export:

Freight is charged extra. Please ask for a quotation. Payment may be made by PayPal, Credit Card, Debit Card, Bank Draft or TT or other means. Details on request. Additional charges bank charges may occur.

Returns:

Other than goods returned under guarantee in accordance with our terms and conditions, or for damage reasons, returns will require our agreement and will only be accepted undamaged and in the original packaging. A handling charge may apply.

Non business customers wishing to return goods under consumer contracts regulations must inform us within fourteen days from receipt of the order. Goods will only be accepted under these terms if in original condition and with original packing intact. Business customers are not included in our returns policy..

Exclusions to Returns:

Software, passive and active components including semiconductors, capacitors, resistors, valves, loudspeakers, headphones, earphones, microphones, batteries, cut cable, sensitive items.

Shortages & Damages:

Claims for shortages or damages must be notified to us within 7 days from the date of delivery, giving full details.

Order Cancellation:

Cancellation of an order can only be accepted by negotiation and agreement. On no account can cancellation be accepted for special orders.

Guarantee:

Unless otherwise stated, goods are guaranteed free from defect caused by faulty materials or workmanship for a period of twelve months from the date of despatch. Semi conductors and other sensitive devices are generally not given a guarantee. Goods must be returned to us (return to base). The customer must pay for the transport of the goods to us. We should be notified promptly in writing upon discovery of faulty goods. Guarantee claims must be made within 12 months from the date of despatch and accompanied by proof of purchase (delivery note or invoice) and details of the nature of the defect. We reserve the right to inspect, test and assess the goods to confirm that the alleged defect has not been caused by other factors than faulty materials or workmanship, such as neglect, misuse, storage method, wrong installation, wrongful handling, testing, or repair, by alteration or accident.

We are not liable under this Guarantee if:

The full price has not been paid for the goods.

Defects arising from fair wear and tear, wilful damage, negligence, misuse, repairs without our approval, using the goods in an unsuitable way.

The guarantee shall not be affected by and no obligation or liability shall result from providing technical advice or service in connection with your order for the Goods.

Our liability under the Guarantee shall be limited to replacing, repairing or issuing credit-notes.

Limitation of liability:

All warranties, conditions or other terms whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law. In particular we make no representation or warranty that the Goods are either of satisfactory or merchantable quality or fit for any purpose or that they conform to any description. You acknowledge and agree that you have used your own judgement in selecting the

goods.

We exclude all liability for any loss, damage or expense howsoever suffered or incurred by you as the direct, indirect or consequential result of the goods either not being of satisfactory or merchantable quality, or fit for any purpose, or conforming to any description and you hereby irrevocably waive all rights which you may have in respect of such loss, damage or expense and/or in respect of any breach or default of any warranty implied by statute, equity or common law concerning the quality, fitness or description of the goods.

The conditions do not apply where you deal as a consumer in accordance with section 12 of the Unfair Contracts Terms Act 1977 and to the extent that that such exclusion is not permitted in accordance with the provisions that Act. Your statutory rights remain unaffected by anything in these Conditions.

Nothing in these Conditions shall limit our full liability in respect of death or personal injury caused by our own negligence or under Part 1 of the Consumer Protection Act 1987.

We shall not be liable for incidental or consequential damages for any breach hereof, including but not limited to costs of removal and re-installation of goods, loss of goodwill, loss of profits or loss of use.

Miscellaneous:

Product design and specification changes may be made without notice. Goods may be discontinued by the manufacturer, by the supplier or by us without notice.

Specifications, data and descriptions are correct to the best of our knowledge. All images are used for illustration purposes only. We shall not be for any delay or failure to perform any of our obligations hereunder due to circumstances beyond our control, including (without limitation) acts of civil or military authority, national emergencies, fire or flood, acts of God, war or riots, actions or omissions of third parties.

This agreement shall be governed by and in accordance with the laws of England and Wales.