

## FC Lane / Weald Electronics Conditions of Sale (“Conditions”)

### 1 INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

“Applicable Law”	means any law, statute, regulation, by-law or subordinate legislation in force from time to time in the United Kingdom, the European Union or the United States of America or any other jurisdiction where the Customer is domiciled and/or any End-User is located.
"Business Day"	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
"Conditions"	the terms and conditions set out in this document as amended from time to time in accordance with clause 13.6.
"Contract"	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
"Customer"	the person or firm who purchases the Goods from the Supplier.
"Force Majeure Event"	has the meaning given in clause 10.
"Goods"	the goods (or any part of them) set out in the Order, as confirmed in the Supplier’s acceptance of an Order as detailed in clause 2.3.
"Order"	the Customer’s order for the Goods, as set out in the Customer’s purchase order form, the Customer’s written acceptance of the Supplier’s quotation, the Customer’s email, the Customer’s order submitted through the Supplier’s website, or the Customer’s request over the telephone, as the case may be.
“Re-stocking Fee”	the cancellation fee being the greater of £5 or 10% of the value of the Goods being cancelled or returned, payable by the Customer in accordance with clause 2.8.2 and clause 2.19.
"Specification"	any specification for the Goods, including any related plans and drawings, that is issued by the Supplier from time to time.
"Supplier"	F.C. Lane Electronics Limited (registered in England and Wales with company number 00876597) or Weald Electronics Ltd (registered in England and Wales with company number 01256169).

1.2 **Construction.** In these Conditions, the following rules apply:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to **writing** or **written** includes faxes and e-mails.

### 2 BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate. If the Customer is acting as a consumer, then the Customer may only purchase Goods from the Supplier or through its website if the Customer is at least 18 years old.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order (including email confirmation as supplied by the Supplier’s sales team and/or generated through a website Order), at which point the Contract shall come into existence.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on

behalf of the Supplier which is not set out in the Contract.

- 2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures or on its website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 If provided, a quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue, after which period the quotation shall be open to revision by the Supplier.
- 2.7 **Clauses 2.8-2.18 only apply if the Customer is contracting as a consumer.**
- 2.8 An Order cannot be cancelled except by written agreement by the Supplier.

2.8.1 If the customer is contracting as a consumer then, subject to clause 2.9, the Customer may cancel an Order any time before the Supplier despatches the Goods by contacting the Supplier in accordance with clauses 2.10-2.18. If the Goods have already been despatched at the time of cancellation of the Order by the Customer, the Supplier will cancel the Order once the Goods have been delivered.

2.8.2 Subject to clause 2.9 and provided no cancellation exception is set out in the Contract, the Customer may cancel an Order after the period set out in clause 2.12 on written agreement by the Supplier. The Supplier reserves the right to charge a Re-stocking Fee to the Customer for cancellations in accordance with this clause 2.8.2.

In each case set out in clause 2.8.1 and clause 2.8.2, the Customer shall return the Goods to the Supplier at the Customer's cost and upon receipt the Supplier shall refund the Customer for the Goods themselves (less any Re-stocking Fee in accordance with clause 2.8.2), but not any charges for delivery of the Goods or any charge for collection by or return to the Supplier following cancellation.

- 2.9 For made-to-measure Goods, as these are made to the Customer's requirements, the Customer will not be able to cancel the Order once made, but this will not affect the Customer's legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. A Customer may also not cancel an order for Goods where those Goods become mixed inseparably with other items after their delivery.
- 2.10 Subject to clause 2.9, to cancel a Contract in accordance with the Customer's legal right to do so when it is contracting as a consumer (as set out in clause 2.11 below), the Customer will need to let the Supplier know that it has decided to cancel. The easiest way to do this is to complete the cancellation form on the Supplier's website. If the Customer uses this method, the Supplier will e-mail to confirm it has received the Customer's cancellation in accordance with its consumer rights. The Customer can also post, e-mail or telephone the Supplier, using the details set out in clause 11. The Customer must include details of their Order to help the Supplier identify it. If the Customer sends its cancellation notice by e-mail or by post, then the cancellation is effective from the date the Customer sends the e-mail or post the letter to the Supplier.
- 2.11 If the Customer is a consumer, then subject to clause 2.9, the Customer has a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 2.12. This means that during the relevant period, if a consumer Customer changes their mind or decides for any other reason that it does not want to receive or keep Goods Ordered, the consumer Customer can notify the Supplier of its decision to cancel the Contract and receive a refund. Advice about a consumer's legal right to cancel the Contract is available from local Citizens' Advice Bureau or Trading Standards office.
- 2.12 A consumer Customer's legal right to cancel a Contract starts from the date of on which the Supplier emails to confirm acceptance of a Customer's Order in accordance with clause 2.3, which is when the Contract is formed. A consumer Customer's deadline for cancelling the Contract then depends on what the consumer Customer has ordered/requested and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Your Contract is for a single item of Good (which is not delivered in instalments on separate days).	The end date is the end of <b>14 days</b> after the day on which you receive the Good. Example: if we provide you with a confirmation of Order email on 1 January and you receive the Good on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.

<p>Your Contract is for either of the following:</p> <ul style="list-style-type: none"> <li>- one Good which is delivered in instalments on separate days.</li> <li>- multiple Goods which are delivered on separate days.</li> </ul>	<p>The end date is <b>14 days</b> after the day on which you receive the last instalment of the Good or the last of the separate Goods ordered.</p> <p>Example: if we provide you with a confirmation of Order email on 1 January and you receive the first instalment of your Good on 10 January and the last instalment or last separate Good on 15 January you may cancel in respect of all instalments and any or all of the separate Goods at any time between 1 January and the end of the day on 29 January.</p>
<p>Your Contract is for the regular delivery of a Good over a set period.</p>	<p>The end date is <b>14 days</b> after the day on which you receive the first delivery of the Goods.</p> <p>Example: if we provide you with a confirmation of Order email on 1 January in respect of Goods to be delivered at regular intervals over a year and you receive the first delivery of your Good on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all Goods to arrive during the year.</p>

- 2.13 To cancel a Contract, the consumer Customer needs to let the Supplier know that it has decided to cancel. The easiest way to do this is to complete the cancellation form on the Supplier's website. If the consumer Customer uses this method the Supplier will e-mail the consumer Customer to confirm it has received cancellation notice. If the consumer Customer sends cancellation notice by e-mail or by post, then cancellation is effective from the date the consumer Customer sends the e-mail or posts the letter to the Supplier. For example, the consumer Customer will have given notice in time as long as the consumer Customer gets their letter into the last post on the last day of the cancellation period or e-mails the Supplier before midnight on that day.
- 2.14 If the consumer Customer cancels their Contract the Supplier will:
- 2.14.1 refund the price paid for the Goods. However, please note the Supplier is permitted by law to reduce a refund to reflect any reduction in the value of the Goods, if this has been caused by the consumer Customer's handling them in a way which would not be permitted in a shop.
- 2.14.2 refund any delivery costs the consumer Customer has paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method the Supplier offers (provided that this is a common and generally acceptable method). For example, if the Supplier offers delivery of Goods within 3-5 days at one cost but the consumer Customer chooses to have the Goods delivered within 24 hours at a higher cost, then the Supplier will only refund what the consumer Customer would have paid for the cheaper delivery option.
- 2.14.3 make any refunds due to the consumer Customer as soon as possible and in any event within the deadlines indicated below:
- 2.14.3.1 if you have received Goods and the Supplier has not offered to collect it from the consumer Customer: 14 days after the day on which the Supplier receives the Goods back from the consumer Customer or, if earlier, the day on which the consumer Customer provides the Supplier with evidence that the consumer Customer has sent the Goods back to the Supplier. For information about how to return Goods to the Supplier, see clause 2.17;
- 2.14.3.2 if you have not received the Goods or you have received them and the Supplier has offered to collect them from the consumer Customer: 14 days after the consumer Customer informs us of their decision to cancel the Contract.
- 2.15 If the consumer Customer has returned the Goods to the Supplier under clauses 2.10-2.14 because they are faulty or mis-described, the Supplier will refund the price of the Goods in full, together with any applicable delivery charges, and any reasonable costs incurred by the consumer Customer in returning the item(s) to the Supplier.
- 2.16 The Supplier will refund the consumer Customer on the credit card or debit card used by the consumer Customer to pay.
- 2.17 If Goods have been delivered to the consumer Customer before they decide to cancel their Contract:
- 2.17.1 then the consumer Customer must return it/them to the Supplier without undue delay and in any event not later than 14 days after the day on which the consumer

- Customer let the Supplier know that the consumer Customer wished to cancel the Contract. The consumer Customer can either send it back, return it to the Supplier in-store or hand it to our authorised carrier. If the Supplier has offered to collect the Goods from the consumer Customer (as confirmed to the consumer Customer by email from the Supplier), the Supplier will collect the Goods from the address to which they were delivered. The Supplier will contact the to arrange a suitable time for collection;
- 2.17.2 unless the Goods are faulty or not as described (in this case, see clause 5 below), the consumer Customer will be responsible for the cost of returning the Goods to the Supplier. If the Goods are one which cannot be returned by post, the Supplier estimates that if the consumer Customer uses the carrier which delivered the Goods to the consumer Customer, these costs should not exceed the sums the Supplier charged the consumer Customer for delivery. If the Supplier has offered to collect the Goods from the consumer Customer, the Supplier will charge the consumer Customer the direct cost to the Supplier of collection. Any charge for collection of specific Goods will be communicated to the consumer Customer at the time of cancellation.
- 2.18 When acting as a consumer (and because in such circumstances a Customer may be a consumer), the Supplier is under a legal duty to supply Goods that are in conformity with this Contract. In the instances where the Customer contracts as a consumer, the Customer would have legal rights in relation to the Goods where these are faulty or not as described, in accordance with clause 5. These legal rights are not affected by your right of return and refund in clauses 2.8-18 or anything else in these Conditions. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 2.19 If the Customer is contracting as a business, an Order cannot be cancelled except by written agreement by the Supplier, which may be subject to a Re-stocking Fee.
- 3 GOODS**
- 3.1 The Goods are described on the Supplier's website or in the Supplier's catalogue as modified by any applicable Specification.
- 3.2 To the extent that any Goods may be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
- 3.4 The Customer acknowledges that all Orders are accepted on the condition that the Customer has used its own skill and judgment to ascertain that the Goods are reasonably fit for any particular purpose for which they are being bought and the Customer has not relied on any skill or judgment of the Supplier.
- 3.5 Unless expressly otherwise agreed by the Supplier, the Customer shall be wholly responsible for ensuring the Goods are used in such a manner as to ensure compliance with all laws and regulations, including Directives on Electro-Magnetic Compatibility such as Directive 89/336/EEC and its equivalent for Telecommunications equipment (as it applies in the UK).
- 4 DELIVERY**
- 4.1 For deliveries outside of the UK, the Customer must contact the sales office prior to placing the Order. The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.2 Unless otherwise agreed by the Supplier deliveries are in accordance with EXW (Incoterms 2020).
- 4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 Clauses 4.6 to 4.8 apply if the Customer is contracting as a consumer.
- 4.6 If the Supplier fails to deliver any or all of the Goods within 30 days of the date of the Contract ("Delivery Deadline"), then the Customer may cancel the Contract if any of the following apply:
- 4.6.1 the Supplier has refused to deliver the Goods;
  - 4.6.2 delivery within the Delivery Deadline was essential (taking into account all the relevant circumstances); or
  - 4.6.3 the Customer told the Supplier before the Supplier accepted the Order that delivery within the Delivery Deadline was essential.
- 4.7 If the Customer does not wish to cancel the Contract straight away, or does not have the right to do so under clause 4.6, the Customer may give the Supplier a new deadline for delivery, which must be reasonable, and may cancel the Contract if the Supplier does not deliver the Goods by this new deadline.
- 4.8 If the Customer chooses to cancel the Contract for late delivery under clause 4.6 or clause 4.7, the Customer may do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods have been delivered to the Customer, the Customer will have to return them to the Supplier or allow the Supplier to collect them, and the Supplier will pay the costs of this. After the Customer cancels the Contract the Supplier shall refund any sums the Customer has paid to the Supplier for the cancelled Goods and their delivery.
- 4.9 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. The Customer shall notify the Supplier in writing of any non-delivery of consigned Goods within 7 days of the date of the invoice for the Goods.
- 4.10 If the Customer fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- 4.10.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
  - 4.10.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.11 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.12 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 4.13 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5 **QUALITY**  
**If you are contracting as a consumer, you have legal rights in relation to Goods that are faulty or not as described. We are under a legal duty to supply Goods that are in conformity with the Contract. The warranty set out in this clause 5 is in addition to, and does not affect, your legal rights. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Conditions will affect these legal rights.**
- 5.1 The Supplier warrants that on delivery, and for a period of 90 days from the date of delivery ("warranty period"), the Goods shall:

- 5.1.1 conform in all material respects with their description or any Specification;
  - 5.1.2 be free from material defects in design, material and workmanship;
  - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
  - 5.1.4 be fit for any purpose held out by the Supplier.
- 5.2 Subject to clause 5.3, if:
- 5.2.1 the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1. The Customer shall wherever possible, inspect the Goods immediately upon delivery. Where the Goods are not so inspected the Customer shall mark the carrier's note or other appropriate note "Not Examined";
  - 5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
  - 5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods, and for Goods damaged in transit, their wrappings, to the Supplier's place of business at the Customer's cost,
- the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
- 5.3.1 the Customer fails to notify the Supplier in writing of any shortages and Goods damaged in transit with full particulars within 7 days of delivery of the Goods;
  - 5.3.2 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
  - 5.3.3 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - 5.3.4 the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
  - 5.3.5 the Customer alters or repairs such Goods without the written consent of the Supplier;
  - 5.3.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - 5.3.7 the Goods differ from their description or the Specification (as appropriate) as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

## 6 TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 6.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
  - 6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
  - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - 6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.2; and
  - 6.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 6.4.1 it does so as principal and not as the Supplier's agent; and
  - 6.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2, then, without limiting any other right or remedy the Supplier may have:
- 6.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
  - 6.5.2 the Supplier may at any time:
    - 6.5.2.1 require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
    - 6.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7 PRICE AND PAYMENT**
- 7.1 The price of the Goods shall be the price set out in either:
- 7.1.1 the quotation (if provided) in writing, or the verbal quotation confirmed by the Supplier in its written acceptance of the Order; or, if no price is quoted,
  - 7.1.2 the price set out in the Supplier's published price list in force as at the date of delivery.
- 7.2 The Supplier may (where a Customer is not acting as a consumer), by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 7.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - 7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - 7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer, together with any value added tax ("VAT"). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier the price of the Goods together with such additional charges for packaging, insurance, transport and any applicable VAT as are chargeable on the supply of the Goods.
- 7.4 Unless the Supplier, at its sole discretion, requires payment by the Customer for the Goods in advance as notified to the Customer by the Supplier in writing, the Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery. If the Customer is contracting as a consumer, payment for the Goods must be made by debit or credit card in advance, through the website.
- 7.5 The Customer shall pay the invoice in full and in cleared funds by the end of the calendar month following the month the invoice was dated. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 7.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Lloyds Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 7.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 8 TERMINATION AND SUSPENSION**
- 8.1 If the Customer becomes subject to any of the events listed in clause 8.2, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer.
- 8.2 For the purposes of clause 8.1, the relevant events are:

- 8.2.1 the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- 8.2.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- 8.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- 8.2.4 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- 8.2.5 (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- 8.2.6 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- 8.2.7 (being an individual) the Customer is the subject of a bankruptcy petition or order;
- 8.2.8 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 8.2.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2.1 to clause 8.2.6 (inclusive);
- 8.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- 8.2.11 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- 8.2.12 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; and
- 8.2.13 if the Supplier has reasonable suspicion or actual knowledge that the Customer is using or selling the Goods in contravention of clause 13.10.
- 8.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.2.1 to clause 8.2.3, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.
- 8.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 8.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 9 **LIMITATION OF LIABILITY**  
**If you are contracting as a consumer, nothing in these Conditions will affect your statutory rights. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.**
- 9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 9.1.2 fraud or fraudulent misrepresentation;
- 9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 9.1.4 defective products under the Consumer Protection Act 1987;



- 9.1.5 where you are contracting as a consumer, breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); or
- 9.1.6 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 9.2 If the Customer is contracting as a consumer, subject to clause 9.1:
- 9.2.1 if the Supplier fails to comply with the Contract, the Supplier shall be responsible for loss or damage the Customer suffers that is a foreseeable result of the Supplier's breach of the Contract or the Supplier's negligence, but the Supplier shall not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Supplier's breach or if it was contemplated by the Customer and the Supplier at the time of entering the Contract; and
- 9.2.2 the Supplier shall only supply the Goods to the Customer for domestic and private use. The Customer agrees not to use the Goods for any commercial, business or re-sale purpose, and the Supplier shall have no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.3 If the Customer is contracting as a business, subject to clause 9.1:
- 9.3.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 9.3.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.
- 10 **FORCE MAJEURE**  
Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "**Force Majeure Event**" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
- 11 **INFORMATION ABOUT THE SUPPLIER AND HOW TO CONTACT THE SUPPLIER**
- 11.1 The Supplier is a company in England and Wales, with company registration number 00876597 and VAT number GB 849771569. The Supplier's registered office is 42 London Road, Horsham, West Sussex RH12 1AY and main place of trading is Slinfold Lodge, Stane Street, Horsham, West Sussex RH13 0RN.
- 11.2 If the Customer has any questions or complaints, please contact the Supplier by writing to the Supplier at F.C. Lane Electronics Limited, Slinfold Lodge, Stane Street, Horsham, West Sussex RH13 0RN, or by telephoning its customer service team on 01403 790661 or by e-mailing sales@fclane.com.
- 12 **HOW THE SUPPLIER USES PERSONAL INFORMATION**
- 12.1 The Supplier will use the personal information provided by the Customer to the Supplier to:
- 12.1.1 provide the Goods;
- 12.1.2 process the Customer's payment for such Goods; and
- 12.1.3 inform the Customer about similar products or services that the Supplier provides, but the Customer may stop receiving such information at any time by contacting the Supplier.
- 12.2 The Supplier will not give the Customer's personal data to any third parties.

**13 GENERAL****13.1 Assignment and other dealings.**

13.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

**13.2 Notices.**

13.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

13.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

13.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**13.3 Severance.**

13.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

13.3.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

13.6 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.

13.7 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

13.8 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

13.9 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider by submitting a complaint via the link below and if you are not satisfied with the outcome you can still bring legal proceedings. Disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution](#) platform.

**13.10 Customer Obligations.**

13.10.1 The Customer warrants that the Goods will be used or sold to its customers ("End-Users") in accordance with any Specification provided by the Supplier and in compliance with all Applicable Laws as relevant to the Customer.

13.10.2 The Customer shall not use or supply or sell the Goods in any form to an End-User to whom the Customer has reasonable suspicion to believe, or has actual knowledge, that such End-User is intending to: (i) use the Goods for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nuclear explosive activity or unsafeguarded nuclear fuel cycle unless permitted by all Applicable Law; and/or (ii) supply the Goods to any destination or in a manner that would be in breach of embargo or trade sanction.

The Supplier shall have no liability to the Customer and/or any End-User for any demands, fines, claims, penalties, actions, investigations or proceedings suffered by the Customer due to any breach by the Customer or an End-User of this clause 13.10.