



C2i | TERMS AND CONDITIONS OF SALE

GENERAL

All orders for products and services are accepted by Utilivista subject to these Conditions. No other conditions will apply to the supply of products and services by Utilivista unless agreed in writing by an authorised signatory of Utilivista or expressly stated otherwise in these Conditions.

All descriptions of the products and services contained on the Site or otherwise communicated to the User are approximate and shall not form part of any contract between Utilivista and its customers. Utilivista shall not be liable to customers for any errors or omissions in its catalogue. The advertising of products and services on the Site is not an offer capable of acceptance; it merely constitutes an invitation by Utilivista to purchase products and services.

Utilivista is a business-to-business supplier. The Site is intended for use by Users acting on behalf of a business.

Nothing in these Conditions shall affect the statutory rights of any User.

PRICES

Prices of products and services are given on the Site. Products which are not stocked by Utilivista will be sold at the prices set out in the relevant quotation supplied by Utilivista. All prices exclude VAT, which Utilivista will add, if necessary, at the rate applicable on the date of purchase. Utilivista reserves the right to change prices at any time without prior notice.

ORDERING

Utilivista will fulfil orders according to the product information given on the Site. If a product is superseded by a newer version, customers will be notified before the order has been dispatched.

If orders cannot be fulfilled completely from stock, the unfulfilled balance will (at the customer's option) either be put on back order to be fulfilled when the stock becomes available or refunded.

If the customer orders the wrong product or number of products, or duplicates orders, see the Returns Policy.

Utilivista may decline to accept any order, whether or not payment has been received, by giving notice of non-acceptance to the customer within a reasonable period from the receipt of the order by Utilivista. Utilivista reserves the right to decline to trade with any company or individual.

SHIPPING

Shipping is free for orders exceeding £50. The cost of shipping orders totalling £49.99 or less will be communicated to the customer in each case. Shipping costs apply per order, irrespective of the number of products ordered. Delivery will be made to the customer's usual business address or selected account address, unless otherwise agreed in writing.

Times and dates for delivery quoted on the Site or by a Utilivista agent are approximate only and Utilivista shall not be liable for the consequences of any delay in delivery. If any delivery is late, the customer must notify Utilivista, and Utilivista will endeavour to ascertain the status of the delivery. Utilivista may also, at its discretion, refund the total shipping cost to the customer. If a revised delivery time is not acceptable, Utilivista may also offer an alternative shipping option, at its discretion. These are the customer's exclusive remedies for late delivery.

INSPECTION, DELIVERY DELAYS AND NON-DELIVERY

The customer must inspect purchased products as soon as is reasonably possible after delivery and shall, within 7 days of the date of delivery (or in the case of clause 4 below, the due date for delivery) give notice to Utilivista in detail of:

1. Any defect in the product that is apparent upon reasonable examination. In this case Utilivista shall, at its discretion, replace the products or refund the purchase price. In any event the customer must refuse parcels delivered to it in a damaged condition;
2. Any shortfall in products delivered. In this case Utilivista shall, at its discretion, deliver the undelivered products or refund the price of the undelivered products;
3. Any delivery of products not in accordance with the order. In this case Utilivista shall, at its discretion, replace the products or refund the purchase price;
4. Any non-delivery of the products (in which case the time limit is within 7 days of the estimated despatch date). In this case Utilivista shall deliver the products outstanding or offer a refund.

If Utilivista does receive any such notice, the products shall be conclusively presumed to be, in all respects, in accordance with the order and free from apparent defects, and the customer shall be deemed to have accepted the products accordingly. Utilivista's record of the products despatched (including the quantity) shall be conclusive evidence of the products received by the customer, unless proved otherwise by the customer.

The actions set out above are the customer's sole remedies for non-delivery or short delivery of products, or for apparent defects in the products or delivery of products not in accordance with the order. Utilivista shall not be liable for any losses, consequential or otherwise, or for costs (including legal costs), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, damages, claims, demands, proceedings, judgments or otherwise arising from these circumstances.

PAYMENT

If Utilivista has not granted credit to the customer, the terms of payment are cash with order.

Credit terms (subject to satisfactory references and at Utilivista's absolute discretion) are available. If credit has been granted, the customer shall pay the price of the product or service by the 20th day of the month following the month in which the products are dispatched. All payments must be made without any set-off, deduction or counterclaim. If any sum is not paid on the due date for payment then, without prejudice to any other right or remedy:

1. All sums then outstanding from the customer will immediately become due and payable notwithstanding that such sums would not otherwise be due until a later date, and
2. Utilivista may apply a compensation charge as an estimate of administrative and other costs incurred by Utilivista to the customer of £40 for outstanding sums up to £999.99: £70 for outstanding sums between £1,000 and £9,999.99 and £100 for outstanding sums of £10,000 or more; and
3. Utilivista may also charge the customer interest from the due date until payment is made in full (both before and after any judgment) on the amount unpaid at a rate which is 8 per cent per annum above the Bank of England base rate as set at 31 December for the period 1 January to 30 June inclusive in the following year and as set at 30 June for the period 1 July to 31 December inclusive, compounded monthly.

Payment may be made by variable direct debit, BACS transfer, credit card or debit card as accepted by Utilivista.

RISK AND OWNERSHIP

Risk of loss of or damage to the products shall pass to the customer upon delivery.

Ownership of all products supplied shall not pass to the customer until full payment of the purchase price of the goods and of all other amounts owing to Utilivista has been made (in cash or cleared funds). If a customer is late in paying any sum to Utilivista, then Utilivista shall be entitled to the immediate return of all products where the ownership has not already passed to the customer. Utilivista reserves the right to recover goods from premises using means ratified by local law. Demand for or recovery of the products by Utilivista shall not of itself discharge either the customer's liability to pay the whole of the price and take delivery of the products or Utilivista's right to sue for the whole of the price.

PRODUCT AND AVAILABILITY INFORMATION

Utilivista reserves the right, without prior notice, to discontinue any product or to make design changes as part of its continuous programme of product improvement, or to assist product availability, and such changes may take place during the life of any Utilivista publication either printed or on-line.

Unless otherwise confirmed, no information on the Site or in any Publication is to be taken as a representation of the source of origin, manufacture, or production of the products or any part of them.

LIABILITY

Utilivista shall not be under any liability for damage, losses (whether direct, indirect or consequential), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, costs (including legal costs), claims, demands, proceedings, judgments or otherwise resulting from the failure to give advice or information or the giving of incorrect advice or information (including Utilivista technical advice from consultants) whether or not due to its negligence or that of its employees, agents or sub-contractors.

Utilivista shall not be liable for economic loss, punitive damages, loss of revenue, loss of profits or expected future business, damage to reputation or goodwill, loss of any order or contract or any consequential or indirect loss or damage, all as may result from, or be connected with: (i) any express or implied terms of the contract between Utilivista and the customer, or of any order accepted by Utilivista; (ii) any duty of any kind imposed on Utilivista by law arising out of or in relation to the contract between Utilivista and the customer or order; (iii) any defect in the products or services; (iv) intellectual property rights infringement; or (v) any other loss whatsoever arising out of these terms and conditions of sale.

Nothing in these Conditions including without limitation this clause shall exclude or limit the liability of Utilivista for death or personal injury caused by the negligence of Utilivista or its employees, agents or sub-contractors, or for fraud.

FORCE MAJEURE

A force majeure event is any event beyond the reasonable control of Utilivista (including strikes, traffic congestion, the downtime of any external line, or Utilivista's inability to procure services, materials or articles required for the performance of the contract except at enhanced prices). If Utilivista is prevented or restricted from carrying out all or any of its obligations under these Conditions by reason of any force majeure event, then Utilivista shall

be relieved of its obligations during the period that such event continues, and shall not be liable for any delay and/or failure in the performance of its obligations during such period. If the force majeure event continues for a period longer than fourteen days, Utilivista may cancel the affected order or cancel the whole or any part of these terms and conditions of sale, without any liability to the customer.

RIGHTS IN PUBLICATIONS

The customer acknowledges that Utilivista and its licensors own the intellectual property rights in the Site, all Publications, the stock numbers, and that their whole or partial reproduction without Utilivista's prior written consent is prohibited.

ANTI-BRIBERY POLICY

Suppliers (and persons associated with it or other persons who are providing goods or services in connection with this agreement) shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010 (the Relevant Requirements) and shall:

1. Not (directly or indirectly) induce any employee, agent or subcontractor of Utilivista to make any concession to or confer any benefit on the supplier, refrain or withhold from doing any act, in return for any gift, money, or other inducement;
2. Not do or omit to do any act that will cause or lead Utilivista to be in breach of any of the Relevant Requirements
3. Promptly report to Utilivista any request or demand for any undue financial or other advantage of any kind received by the supplier in connection with the performance of this agreement
4. Have and maintain in place throughout the term of this agreement its own policies and procedures, including, but not limited to, adequate procedures to ensure compliance with the Relevant Requirements and shall promptly supply copies of or provide access to such policies on request from Utilivista.

Suppliers are informed that Utilivista employees are not permitted to:

1. Accept gifts of more than token value, loans, excessive entertainment or other substantial favours from any company or individual that does business with Utilivista or seeks to do so;
2. Solicit gifts or other favours from any company or individual that does business with Utilivista, or seeks to do so

Entertainment is acceptable only if it has a justifiable business purpose. It should be of a reasonable nature and such that Utilivista's employees, agents or contractors, can reciprocate.

Any breach of this clause shall be a material breach of this agreement which is incapable of remedy.

C2i | RETURNS POLICY

Utilivista endeavours that its products will meet its customers' satisfaction and accordingly will accept returns, subject to the guidelines below.

1-YEAR WARRANTY

Utilivista warrants that if any product it has sold is defective, it will replace or repair the product or refund the purchase price. This warranty is subject to a claim being made in writing to Utilivista within 12 months of the original date of dispatch.

This warranty shall not apply to any defect which arises from improper use, failure to follow the product instructions, or any repair or modification made without the consent of Utilivista. The customer must return or dispose of the products, or make them available for collection by Utilivista, in accordance with Utilivista's Returns Policy detailed below.

The customer must contact Utilivista before returning any products to notify of the return and obtain a Returns Material Authorisation (RMA) number, which is to be quoted on all correspondence and relevant documentation. Returning products must be carried out according to the Returns Policy.

Any products returned to Utilivista shall become the property of Utilivista. Ownership of replacement products shall pass to the customer upon delivery, and the period of the replacement product's warranty shall be the unexpired period of the defective product's warranty.

The remedies set out above shall be the sole liability of Utilivista and the customer's sole remedy for any breach of warranty and in respect of the supply or non-supply of products.

Customers shall have no remedy in respect of any false statement made to it upon which it relied in ordering products and/or services (unless such false statement was made knowing that it was untrue) other than any remedy it may have set out expressly in these Conditions. All implied warranties, terms and conditions (whether statutory or otherwise) concerning the supply or non-supply of products and/or services are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality, fitness for purpose and provision of services with reasonable care and skill), save those expressly provided in these Conditions. Utilivista will not be liable to the customer for any loss, damage or liability of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions (statutory or otherwise) or breach of any other duty of any kind imposed on Utilivista by operation of law. The customer acknowledges that it is responsible for ensuring

that the products and services it orders are fit for the purposes for which it intends to use them.

This warranty is exclusive and limited to repair or, at the discretion of Utilivista, replacement. Utilivista shall not be liable to the customer or any other individual or entity for any extra costs, expenses, losses, loss of profits, or any incidental, consequential or special damages resulting from any product defect or from the use or inability to use the product, whether arising in contract or warranty, statute, tort, strict liability, negligence, or otherwise.

Utilivista reserves the right to change, modify or improve the design of the product without assuming any obligations or liabilities relating to any product previously manufactured or sold by Utilivista.

RETURNING PRODUCTS

Prior to returning any products to Utilivista for any reason, the customer must contact Utilivista to obtain a Returns Material Authorisation (RMA) number. All products returned must be securely packaged and returned in equivalent packaging to that in which they were received. Utilivista cannot accept returns if the products have been damaged in transit as a result of inadequate packaging.

Utilivista's Return Policy is valid for 14 days after the date of dispatch. Thus, to be accepted for return, products should be received by Utilivista within 14 days of the data of dispatch.

Products that are specially constructed or contain any of the hazardous substances referred to in Directive 2002/95/EC on the Restriction of the Use of Certain Hazardous Substances in Electrical or Electronic Equipment ('RoHS') may not be returned. Any products which are not in the Store catalogue or are non-stock items may not be returned. Any static-sensitive products or moisture sensitive components (MSL) supplied in sealed packaging may not be returned if the blister or 'peel' packs in which they are supplied have been opened, tampered with or damaged.

- The customer should return the products as directed once an RMA has been obtained, clearly quoting the RMA number, account number and order number on the outside of the package.
- Any products returned after 14 Days as 'unwanted' or 'incorrectly ordered' may be accepted at the discretion of Utilivista but will be subject to a minimum restocking fee of up to 30% of the invoice value of the products.

RMA NUMBER

You must obtain an RMA number before making any returns. To obtain an RMA number please contact Customer Services on 0845 450 7899 and provide the following information:

- Your Utilivista Account Number
- The Order Reference
- The Part Number(s) to be returned
- The reason for returning the products (including a full fault description if there is a problem with the product).

The method of return should be confirmed with Customer Services whilst obtaining an RMA number. If we are unable to support your requested method we will contact you to arrange a suitable alternative

RETURNS PERIOD

After the delivery of products there is a 14 day “cooling off” period. Utilivista offers a 14 day return option to all customers in any event. Such items must be returned in resaleable condition and in accordance with the packaging requirements below. Products must be returned at your cost with proof of delivery being available upon request. Utilivista may request that certain items are returned using Utilivista’s pre-paid label or courier in which case the cost will be deducted from the value of the return. Products returned under this option after the 14 day period will be subject to a 30% restocking fee.

FAULTY GOODS

If the items are being returned as faulty or due to a Utilivista error, Utilivista will pay for the return. You will need to give a full and detailed description of the fault or error before an RMA number can be issued. If returning by post you must obtain proof of postage from the Post Office. For larger items, a collection will be arranged for a date and from a location of your choice. Please keep the collection receipt from the courier for your records. Certain items are covered by the manufacturer’s warranty, details of which will be given when you ring for your RMA number. The quickest option is for you to return such items direct to the manufacturer. If you prefer, Utilivista can facilitate the return. We will however ask you to obtain an RMA number from the manufacturer before sending the product back to Utilivista.

PACKAGING

All products returned must be securely packaged and returned in equivalent packaging to that in which they were received. Utilivista cannot accept returns if products have been damaged in transit as a result of inadequate packaging. Please clearly mark the RMA number on the outer transit packaging of your return. Do not write on or mark the product packaging. Please enclose a copy of your invoices.

LAW AND JURISDICTION

The Terms, Policies and Conditions outlined here as well as contracts between Utilivista and its customers based on these Terms, Policies and Conditions shall be governed by and interpreted in accordance with English Law. The customer submits to the non-exclusive jurisdiction of Her Majesty's Courts of Justice of England and Wales, but Utilivista may enforce the contract in any court of competent jurisdiction.

These conditions supersede all previous issues.

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Registered office: 18 Hyde Garden, Eastbourne, Sussex, BN21 4PT
Telephone: 0845 450 7899
Registered Number: 04957971
VAT Registration Number: 826 7889 68

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