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## General Terms & Conditions

The information below provides the terms and conditions set out by Verso Electrical, to inform you, the customer, of the protocol that we follow to supply goods.

We encourage you to read this information prior to submitting any order with ourselves. The sections below will give you a breakdown of the following:

- How we define specific terms used in our terms and conditions.
- What to do if you have any queries or concerns with our products.
- Ways in which, Verso Electrical may amend or terminate a contract.

Please note that to ensure our terms are kept up to date and within the law, it may be necessary to alter our terms and conditions of trading. By signing any company documentation i.e., Delivery Note, Invoice, picking list, your company will be deemed to have accepted these terms.

### Definitions

1.1 "Buyer" the purchaser of the Goods from the Seller.

1.2 "Seller" Verso Electrical.

1.3 "Contract" the contract for the sale and purchase of the Goods made pursuant to these Terms.

1.4 "Terms" the terms and conditions set out herein including any special terms and conditions agreed in writing by the Seller and the Buyer.

1.5 "Delivery" delivery of the Goods in accordance with these Terms.

1.6 "Delivery Address" the location for Delivery agreed by the Seller and the Buyer (save where it is agreed that the Buyer shall collect the Goods from the Seller's premises).

1.7 "Delivery Date" the date for Delivery agreed by the Seller and the Buyer.

1.8 "Force Majeure" any circumstances beyond the reasonable control of the Seller.

1.9 "Goods" the products which the Seller has agreed to supply to the Buyer pursuant to these Terms.

1.10 "Loss" all actions, claims, demands, losses (direct, indirect, consequential or otherwise), expenses, costs, actions, and proceedings.

1.11 "Payment Terms" the terms of payment in respect of the Price (and where relevant any delivery order or handling charges) which unless otherwise agreed by the Buyer and the Seller shall require payment no later than the last day of the month following that the Seller notifies the Buyer that the Goods are ready for despatch or have been dispatched.

1.12 "Price" the price of the Goods as set out in the Seller's current price list at the date of despatch.

1.13 "Quotation" includes any quotation, estimate, or tender given or made by the Seller.

1.14 "Product Lifetime" is the reasonable lifetime of wiring accessories, and Connection and Termination in Verso Electrical catalogues and is taken to commence from the date of manufacture. Section 19.6.1. lists the product lifetime for each product group it sells.

1.15 "Writing" this is any correspondence that is sent by the Buyer or Seller via email or post.

2. All orders are accepted, and all contracts are made subject to the Terms which shall prevail and be effective, notwithstanding any variations or additions contained in any order or other document submitted by the Buyer, including without limitation any standard conditions of purchase of the Buyer. No modification of these Terms shall be binding upon

the Seller unless made in writing by a duly authorised employee of the Seller.

3. A Quotation does not constitute an offer by the Seller to supply Goods and every acceptance of any Quotation by the Buyer shall be deemed an offer by the Buyer to purchase Goods from the Seller and will not be binding on the Seller until the Seller has given written acknowledgement or acceptance (acceptance can be verbal) of such order. All quotations are subject to VAT at the current rate the goods are delivered. All prices quoted will stand for 30 days subject to seller's price ruling.

4. The Seller reserves the right by giving notice to the Buyer at any time before Delivery to increase the price of the Goods or any instalment of the Goods to reflect any increase in their cost of production, delivery, provision or otherwise which is due to Force Majeure, including but not by way of limitation any fluctuations in the cost of raw materials.

5. Unless otherwise agreed by the Buyer and the Seller, the Price shall be for Delivery to the Delivery Address. The Buyer will be liable for carriage and insurance costs to the delivery address unless order meets carriage paid requirements.

6. The Seller reserves the right to charge the Buyer an additional charge for special deliveries made at the Buyer's request. Special deliveries can be regarded as the following:

6.1. A.M. Delivery.

6.2. Goods to be delivered to Buyers customer address which includes:

6.2.1. Commercial Property

6.2.2. Building Site or

6.2.3. Domestic Address.

7. The Seller shall be entitled to send the invoice for the Goods to the Buyer immediately when the Goods have been dispatched or when they are ready for despatch but are prevented or delayed from being dispatched due to Force Majeure.

8. The Buyer shall pay the Price plus any VAT strictly in accordance with the Payment Terms. The Seller can offer at their discretion, the Buyer a 2.5% early settlement discount on total cost of invoices if payment made within credit terms. Non-compliance with the Seller's terms of payment shall constitute default without reminder. In case of default, the Seller may without prejudice to any other of its rights under these Terms charge interest to accrue daily up to a maximum of 0.1% per day from the date upon which payment falls due to the actual date of payment such. Except where insolvency laws provide otherwise, the Buyer shall not be entitled to withhold or set off payment for Goods for any reason whatsoever.

9. If the Buyer shall fail to fulfil the Payment Terms in respect of any invoice of the Seller, the Seller may demand payment of all outstanding balances from the Buyer whether due or not and/or cancel all outstanding orders and/or decline to make further deliveries except upon receipt of cash or satisfactory securities.

10. In addition to any right or lien to which the Seller may by law be entitled, the Seller shall in the event of the Buyer's insolvency or the Buyer failing to render payment for any Goods supplied by the Seller when due be entitled to a general lien on all goods of the Buyer in the Seller's possession for the unpaid price of any Goods sold and delivered by the Seller under the same or any other contract.

11. In addition, and without prejudice to its other rights the Seller may on 14 days' notice to the Buyer, sell any goods of the Buyer on which the Seller has a lien. The Seller may apply the proceeds of sale towards the satisfaction of sums due from the Buyer without prejudice to the Seller's right to recover the balance thereof from the Buyer.

12. If the Seller is prevented from delivering any Goods at the time provided for delivery by reason of Force Majeure. The period for delivery shall in any event be extended by the time lost due to such Force Majeure. This will include whereby the Buyer has not included a contact number.

13. Delivery shall be made by the Seller supplying the Goods to the Delivery Address and the Buyer shall be responsible for the unloading of the Goods at the Delivery Address and the cost thereof. Where the Seller and the Buyer agree either

in writing or verbally that the Buyer shall collect the Goods from the Seller's premises, the Buyer shall arrange at its expense unless otherwise agreed in writing for the carriage of the Goods (including cost of insurance in transit) and the Goods shall be deemed to have been delivered upon their loading upon the carrier and for the purpose of these Terms "Delivery" shall be construed accordingly.

13.1 Unless agreed between buyer and seller that goods are to be collected and invoiced on a set day, The Seller reserves the right to invoice the buyer after 5 working days if collection has not been made.

14. Should the Buyer fail to take Delivery on or before the Delivery Date, the Seller shall be entitled:

14.1 if it has not already done so to invoice such Goods forthwith and to take the invoice into account.

14.2 To treat the Contract as repudiated by the Buyer and without prejudice to any other right it may have against the Buyer, the Seller shall be entitled to resell the Goods and shall be entitled to be indemnified by the Buyer for any Loss which it suffers.

15. The Seller reserves the right to deliver the Goods by instalments and where it does so, each delivery shall constitute a separate contract and any failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

16. The Buyer shall store and transport the Goods in conditions that will preserve the Goods in good condition. The Buyer shall comply with all reasonable requests made by the Seller with regard to the conditions in which the Goods are to be stored and transported.

17. Packing cases and cartons in which the Goods are supplied are non-returnable and provided free of charge.

18. If the Goods are to be manufactured by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all Loss suffered by the Seller in connection with any claim by a third party that the manufacture and/or supply of the Goods to such specification infringes the rights of any third party.

18.1 Unless otherwise agreed in writing all copyright and design rights in any drawings created by the Seller in the performance of the Contract shall vest in the Seller and remain the property of the Seller notwithstanding the purchase of the Goods by the Buyer.

19. Subject as expressly provided for herein all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law and the Seller shall have no liability to the Buyer other than as expressly set out herein.

19.1 The Seller makes no warranty as to the accuracy of all weights and dimensions issued by the Seller. Any descriptions and illustrations contained in any catalogue, price list or other advertising material are for information purposes only and are a general description of the Goods and do not form part of any contract.

19.2 The Buyer shall be deemed to have inspected and quantified the Goods upon Delivery and the Seller shall have no liability to the Buyer in relation to short delivery or damage to the Goods in transit which was apparent on inspection or which would have been apparent on reasonable inspection unless such short delivery or damage is notified to the Seller and the carriers in writing within 3 working days of Delivery specifying (in such detail as the Supplier shall reasonably require) the shortage in or damage to the Goods.

19.3 The Seller shall have no liability to the Buyer in relation to non-delivery of the Goods unless such non-delivery is notified to the Seller in writing within 3 Working days of the Delivery Date.

19.4 Where any valid claim in respect of short delivery or non-delivery of or damage to the Goods is notified to the Seller in accordance with these Terms, the Seller shall be entitled to supply goods to remedy any short delivery or non-delivery or damage free of charge or, at the Seller's discretion refund to the Buyer the price of the relevant Goods but the Seller

shall have no further liability to the Buyer except in the case of death or personal injury caused by the negligence of the Seller.

19.5 The company undertakes to replace or repair at its discretion, products should they become inoperable within the time periods as outlined below:

19.6.1

PRODUCT LINE	LIFETIME GUARANTEE	10 YEARS	2 YEARS	12 MONTHS
VERSO CIRCUIT PROTECTION		X		
VERSO WIRING ACCESSORIES	X			

19.6.2 In all cases defects shall be taken as arising solely from faulty materials and or workmanship. Defective goods must be returned to Verso Electrical and Verso Electrical must be notified of the defect or suspected defect immediately which must be done in Writing.

19.7 The Guarantee will be invalidated if the product has not been installed or maintained in accordance with the Company's instructions, has not been used appropriately or if any attempt has been made to rectify, dismantle or alter the product in any way.

19.7 The Seller shall not be liable to repair or replace defective Goods or part thereof if the Goods or part thereof have been subject to any misuse, unauthorised repair replacement modification or alteration.

19.8 The Seller shall not be liable for any Loss suffered by the Buyer due to the Seller's failure to meet its obligations under the Contract due to Force Majeure.

19.9. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall have no liability to the Buyer for any loss of profit, business, contracts, revenues or anticipated savings or for any special indirect or consequential damage or loss of any nature whatsoever and whether caused by the negligence of the Seller or its employees, or agents) which arises out of or in connection with the supply of the Goods and/or their use or resale by the Buyer, except as may otherwise be expressly provided for in these Terms.

19.10 For the avoidance of doubt nothing herein contained shall be deemed too exclude or restrict the Seller's liability for death or personal injury arising due to the Seller's negligence.

20. The risk in the Goods shall pass to the Buyer immediately upon Delivery.

21. The Buyer shall indemnify the Seller against all Loss (including without limitation the Price in respect of Goods completed, costs incurred by the Seller in respect of partially completed Goods, reasonable cancellation charges incurred by the Seller due to any subcontracts entered into to perform the Contract and estimated profits on the Goods under the Contract on which work by the Seller has not been started) suffered by the Seller which arises as a result of the cancellation of the Contract by the Buyer, the breach by the Buyer of any provision of the Contract or the negligence of the Buyer or any of its representatives.

22. Until payment by the Buyer in full of the Price of the Goods and any other monies due to the Seller in respect of all other products supplied or agreed to be sold by the Seller to the Buyer (including but without limitation any costs of delivery):

22.1 The property in the Goods shall remain in the Seller and the Buyer shall be deemed as a bailee for the Seller;

22.2 The Buyer shall store the Goods separately from other products in a manner which makes them readily identifiable as being the property of the Seller and shall keep them protected and insured but shall be entitled to resell or use the Goods in the ordinary course of its business.

23. Until such time as property in the Goods has passed to the Buyer (and provided that the Goods are still in existence

and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith the Seller or its agents may enter the premises of the Buyer and take possession of any Goods in which property remains in the Seller and remove and dispose of them as the Seller thinks fit. The Seller shall apply the proceeds of disposal (after deduction of all expenses) in discharge of the amount unpaid by the Buyer.

24. Where Goods are supplied for export from the United Kingdom, they shall be charged for and delivered Ex-Works for both air and sea shipments. The Seller shall not be obliged to give the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.

24.1 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon. In particular, if any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the Goods by the Buyer, the Buyer shall obtain the same at its own expense and if necessary, produce evidence of the same to the Seller on demand. Failure to do so shall not entitle the Buyer to withhold or delay payment of the Price. Any additional expenses or charges incurred by the Seller resulting from such failure shall be applied to the Buyer's account.

24.2 The Seller supplies the goods to the Buyer on the sole basis that goods are on-sold by the Buyer to suitably qualified, professional installers only.

25. If the Buyer:

25.1 Shall default in or commit any breach of any of its obligations to the Seller under these Terms; or

25.2 Shall be involved in any legal proceedings in which its solvency is in question; or

25.3 Being a company shall present a petition or have a petition presented for its winding up or convene a meeting to pass a resolution for voluntary winding up or have a receiver appointed over all or any part of its assets or call a meeting of or enter into any composition or arrangement with its creditors or being an individual shall be presented with a bankruptcy petition; or

25.4 Shall cease or threaten to cease to trade or if in the opinion of the Seller serious doubts arise as to the Buyer's solvency then in any such case the Seller shall immediately become entitled (without prejudice to its other claims and rights under the Contract) to suspend further performance of the Contract for such time as it shall in its absolute discretion think fit or (whether or not notice of such a suspension shall have been given) to treat the Contract as wrongfully repudiated by the Buyer and forthwith terminate the Contract (either with or without notice to the Buyer) and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

26. The Seller reserves the right to revise discounts, special prices and payment terms allocated to the Buyer, if they are deemed to be in breach of contract i.e., on overdue accounts Verso Electrical reserves the right to remove special discounts on future supplies until the account is settled. The buyer reserves the right to charge up to the Trade Price of the goods.

26. All Contracts shall be governed by English Law and the English Courts shall have nonexclusive jurisdiction for the hearing of any dispute between the parties.

27. These Terms supersede all previous Conditions of Sale of the Seller.

28. The Seller shall be entitled to assign or sub-contract all or any of its rights and obligations hereunder. The Buyer shall not be entitled to assign transfer sub-contract or otherwise delegate any of its rights or obligations hereunder.

29. It is a condition of any sale under these terms and conditions that both parties shall abide by the principles of The Electrical Installation Industry Charter adopted by the major electrical industry trade bodies and consequently shall avoid the distribution of counterfeit and/or non-compliant electrical products.

30. Under our terms, the distributor will market its products on a wholesale-level and agrees and not to actively sell Verso products to end-user customers, e.g. actively approach end users by direct mail, including the sending of unsolicited - emails, through advertisement in media, on the internet or other promotions specifically targeted at end-users or sell through a third party online store.

## Conditions of Use

Products belonging to Verso Electrical should only be installed by suitably qualified professional personnel in accordance with the company's instructions, requirements of relevant legislation, regulations (including IEE Wiring Regulations) and the accepted practice in the industry.

If you have any queries or concerns, please feel free to contact us on 02921303710. If you wish to write to us, please send email to [sales@versoelectrical.co.uk](mailto:sales@versoelectrical.co.uk).

## Returns Policy

Verso Electrical offers the opportunity for you, the customer, to return products for a variety of reasons.

The purpose of this policy is to ensure that Verso Electrical is transparent with its terms and conditions, so that you, the customer are aware of the options available when looking to claim against goods sold by Verso Electrical.

Verso Electrical will give full credit only if:

1. Goods are Faulty (See Section 1);
2. Goods have been damaged in (Premspec carrier) transit (See Section 2);
3. Goods have not been received (See Section 3);
4. Stock Cleanse (See Section 4);
5. Early Cancellation (See Section 5).

Please refer to Section 6 for goods value under £10.00. Also, please be aware that we cannot credit any items with personalised engravings. An exception however will only be made if photographic proof is sent to [sales@versoelectrical.co.uk](mailto:sales@versoelectrical.co.uk) showing that the engraving(s) did not match specification noted on initial request.

All Returns must be sent back to: Premspec House, Unit B7 & B8 Westpoint Industrial Estate, Penarth Road, Cardiff, CF11 8JQ, United Kingdom.

### 1. Goods are Faulty.

The customer must contact Verso Electrical via email ([sales@versoelectrical.co.uk](mailto:sales@versoelectrical.co.uk)) to request a Returns form. We will then supply you, the customer, with the form which will have its own specific Returns Authorisation Number (RAN). The RAN number will need to be on any collection we pick up or delivery you send back to ourselves.

Debit notes still need to be sent; however, goods will not be credited without completion of the returns form. If returns include ASCOT heaters being sent back, Verso Electrical. require photographic evidence of the heater prior to it being collected/returned. Failure to do so will result in any debit note value for the heater/s not being credited.

If you have any fault with any Verso Circuit Protection board, we request that the board is returned with all the devices/ components that you initially received it with. If there is anything missing upon the boards return, i.e., Main Switch or Breakers, Verso Electrical., WILL NOT action any credit on account.

PLEASE NOTE: Credits given, will only be in the form of credit on account. Cash refunds are prohibited and will be refused if requested.

We can organise collection, however this will only be for a total goods return value of £50 (Nett) and above. If the total goods value is less than this, you will need to organise delivery to our site. If damages are found to be faulty, then we will credit both the damaged items and carriage charge (We will credit carriage up to £6.50 Nett).

Once we have received the goods, all returns will be tested. If item(s) prove not to be faulty, the Seller will be charged. The table below shows the charges that will be applied.

#### 1.1.1

RANGE	TESTING FEE (% NETT COST CHARGED)	RE-STOCKING FEE (NETT)
VERSO	10%	50% Per Verso Item

## **2. Goods have been damaged in Transit.**

Customers will need to notify Verso Electrical of any damaged packaging within 3 working days of receiving goods. Photographic evidence of the carton/label and any damage will need to be sent to sales@versoelectrical.co.uk with subject title: "Damaged Good(s)" followed by your customer name.

If we are satisfied that packaging is damaged, we will send the Returns form for you to complete. We will organise collection (total goods value must be £50 or greater). If smaller than £50.00 you will need to organise collection for which you will be credited the value of goods found to be damaged as well as carriage up to £6.50 (Nett).

Please be aware that should products be in working conditions, fees listed above will be applied.

## **3. Goods have not been Received.**

Please notify us within 3 days of making your order that you have not received goods. This can be done via email (sales@versoelectrical.co.uk) or by phone. We will check our systems to make sure item(s) missing were placed on order.

If error found to be fault of Verso Electrical, or our couriers, we will issue full credit and replacement for goods.

We will not issue credit if the following happens:

- Delivery address given by customer is incorrect.
- Not informed by customer within 3 working days of goods ordered, that goods have not been received.

## **4. Stock Cleanse**

Verso Electrical have created a stock cleanse policy to accommodate our customers (refer to section 4.2 for offer). We understand that stock held needs to be saleable and reflective of the current market demands, therefore we provide this agreement under the following terms and conditions:

- The customer must notify us that they wish to do a stock cleanse and request a Returns form. Delivery of goods will have to be arranged by the customer.
- Verso Electrical WILL NOT credit any carriage for any goods delivered with respect to a stock cleanse;
- Verso Electrical, will not consider the following items for a stock cleanse.
  - Items with personalised engravings;
  - Items we perceive as not in saleable condition, for instance items that have visible breakages, products that are no longer functional etc.
  - ASCOT Heating – we will not accept a return on this product unless damaged/faulty, and we will not issue any ASCOT product in exchange for items you wish to cleanse.

If items that fall under this list are sent to us, we will not credit and expect you to organise collection. Failure to do this within 7 days of being notified will lead to us disposing of the items.

### **4.1 Number of Returns**

Stock cleanse will not exceed one per calendar year unless otherwise agreed with a member of staff.

### **4.2 Stock Cleanse Offer**

- Two for One – The Seller must submit an order amount which must be two times the amount of the value of goods being returned. Products being returned must be those that the Seller originally purchased from Verso Electrical .

Each stock item will be credited to its full value (please note however that Verso Electrical will only credit the goods that are received, if not packed, then please do not expect the full credit listed on the debit note); however, the compensating replacement order must be placed in the same calendar month as the goods returned to Verso Electrical .

## **5. Early Cancellation**

The purpose of this policy is to explain the conditions under which Verso Electrical will accept cancellation of a customer order. We appreciate that as a business there will be certain instances where you might wish to cancel orders. This service is subject to the following terms being adhered to:

1. Customer cancellation prior to dispatch will be accepted and no charge applied. Due to orders being next day delivery, customer cancellations must be done via phone. Cancellation must be made before 2pm.
2. If you the customer change your mind about the product/s when you receive them, you must notify us within 3 working days. You will be expected to return the goods at your own cost. You will then need to request a Returns form and send this back with your debit note. Pending goods come back in the same condition they were dispatched in; your account will be credited.

Please be aware that customer returns after three days can be accepted at the Managing Directors discretion. Unless agreed with the MD, goods will only be credited if they come back in a saleable condition.

#### **6. Returns for Goods Under £10**

If value of goods is less than £10, we will make an exception. You the customer will not have to send the product back to us however, you must provide the following (please note that Verso Electrical reserves the right to organise collection for all items irrespective of price, and if goods are found not to be faulty, the charges listed above will apply):

- A full description on the Returns Form as to why credit needs to be given.
- If goods visibly damaged, then image of damaged product needs to be sent via email to [sales@versoelectrical.co.uk](mailto:sales@versoelectrical.co.uk)
- If goods have internal issues, then you will need to contact us to discuss. A representative will make the decision as to whether to accept and credit. Once decision made, this will not be reviewed.

#### **Non-Standard (Special) Product/s**

Please be aware that all products manufactured to specific requirements which are cancelled prior to dispatch will be subject to the full charge, irrespective as to what stage the production is at.

#### **Contact Us**

If you have any queries, or anything further you wish to discuss, please feel free to give us a call on 02921303710 (Option 9). Failing that please send any emails to: [sales@versoelectrical.co.uk](mailto:sales@versoelectrical.co.uk)

For any written communication please use our head office address below:

Verso Electrical .  
Verso Electrical House (Floor 1),  
West Point Industrial Estate  
Penarth Road  
Cardiff, CF11 8JQ