

# ElektroStore

## **TERMS AND CONDITIONS**

*Last amended on 16 September 2022.*

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.**

#### **1. Our Contract**

- 1.1 These Terms and Conditions govern the supply of goods sold by Ekorad UK Limited (trading as The Elektrostore) under registration number 09566006 whose registered office is Granville Hall, Granville Road, Leicester, LE1 7RU (“we” and “us”) to the customer (“you”).
- 1.2 All orders placed by you and purchases of goods from us (whether by telephone, via our website or by such other means as we may permit) are on the basis of these Terms and Conditions. We reserve the right to accept or reject an order at our discretion. Your order will only be considered confirmed once you have received our acceptance of the order.
- 1.3 These Terms and Conditions are subject to change from time to time. The latest version of the Terms and Conditions can be found on our website at <https://elektrostore.co.uk/>

#### **2. Ordering**

- 2.1 On our website, you may place an order to purchase a product advertised for sale by following the onscreen instructions. You acknowledge that it is your responsibility to check that you are ordering the correct product.
- 2.2 All orders placed by you and the purchase of goods by you from us are subject to acceptance by us as set out in clause 1.2. We may choose not to accept your order or purchase for any reason and will not be liable to you or anyone else in such circumstances.
- 2.3 Where we accept your order, we have a legal duty to supply goods that are in conformity with these Terms and Conditions.

#### **3. Price & Payment**

- 3.1 The price payable for the goods by you is either: (i) set out on our website; (ii) given to you by telephone; or (iii) given to you by email, plus any charges for delivery as advised to you. All prices include the applicable VAT rate unless otherwise stated.
- 3.2 We reserve the right to change the price of the goods at any time and if we do, we will confirm any such change in price with you prior to our acceptance of your order or purchase.
- 3.3 Sometimes, we offer goods that attract a promotional price. In order to benefit from the promotion, you must quote the relevant promotion code (if applicable) otherwise you may be charged the full price.
- 3.4 Where an error occurs and the goods are incorrectly priced or described, we will not be obliged

to supply the goods at the incorrect price or in accordance with the incorrect description. We reserve the right to correct any errors. In this event and where an order has been placed and it becomes known that the price or description is incorrect, we may, at our sole discretion, either cancel your order and refund the price paid or contact you and ask you whether you wish to continue with the order at the correct price and/or description. If we are not able to contact you or you do not wish to agree, we will cancel your order and refund the price paid.

- 3.5 Unless we agree otherwise in writing, we must receive payment in full for the goods ordered prior to delivery. For the avoidance of doubt, this includes any delivery charges not included in the price of the goods and any other applicable charges that are notified to you.
- 3.6 Payment can be made using a credit or debit card and you will be required to input these details on the “checkout” page of our website or provide such details to us over the telephone.
- 3.7 By using a credit/debit card to make your purchase, you confirm that the card being used in yours or that you have authority to use it.
- 3.8 All credit/debit card holders are subject to validation checks and authorisation by the card issuer.
- 3.9 If you are a trade customer, you are responsible for all orders placed by your employees, agents or representatives.
- 3.10 If you are a trade customer, you may not withhold payment of any invoice or other amount due to us by reason of any set-off or counterclaim, which you have or allege to have.
- 3.11 We shall be entitled, at all times, to set-off any debt or claim we may have against you against any sums due from us to you.
- 3.12 The format of our invoice and statements (of any kind) to you will be solely dictated by us.

#### **4. Delivery & Title**

- 4.1 Unless otherwise specified and agreed in writing, we will aim to deliver the goods in accordance with your order usually within the stated delivery time (except in exceptional circumstances).
- 4.2 We reserve the right to deliver in instalments by separate delivery shipments.
- 4.3 Where we offer a next working day delivery service, orders must be placed by 12 pm Monday-Friday to be delivered the next working day. If an order is placed on a weekend or on a public holiday, the goods will be dispatched on the next working day.
- 4.4 For reasons of health and safety and to avoid property damage, goods can only be delivered to the ground floor location of the delivery address. It is your responsibility to make your own arrangements from thereon.
- 4.5 Before placing your order, you should refer to the delivery options set out on our website or otherwise advised to you, to check that we can deliver to your address and geographical area.
- 4.6 A valid signature may be required on delivery, and it is your responsibility to ensure that you have signed it.

4.7 In the unlikely event that you have not received the goods within the stated delivery time, you must notify us immediately. You are advised by us that you should not schedule or commence any installation work until after you have received your order and have checked that the goods are suitable for your purposes, and do not have any defects or missing parts.

4.8 It is your responsibility to ensure that the delivery can take place on the date and time agreed upon. If delivery fails as a result of circumstances within your control, the cost of any re-delivery shall be borne by you. If we are unable to arrange a re-delivery date, we may cancel your order and refund you the price that you have paid for the goods, less any charges we have incurred as a result of your failure to accept delivery on the agreed date.

4.9 Upon delivery of the goods, the risk in the goods passes to you. Title in the goods remains ours until the goods are paid for in full and where other sums are payable to us, they are paid to us.

## **5. Collection**

5.1 Store collections will be agreed upon by us on a case-by-case basis. Suitable collection slots will be provided to you.

5.2 Collections are only available from Monday-Friday 09:00 – 16:30.

## **6. Availability of goods**

6.1 Any goods advertised are subject to availability. While we aim to hold sufficient stock levels to meet all orders, if we have insufficient stock to supply or deliver and you have already paid, we will attempt to contact you to ask how you wish to proceed. We may, in accordance with clause 4.2, deliver any part of your order that is available.

6.2 Where goods are out of stock and this is not reflected on our website in time, we will refund you the price paid for the same, within 14 days where possible.

6.3 Depending on the popularity of certain goods and subject to market conditions at the time, we may restrict the limit of sales that can be made by any one entity, corporate or consumer. Any such limitations will be notified to you prior to dispatch.

## **7. Warranty**

7.1 Some of our goods are sold with a warranty or other similar assurance. You should refer to the relevant product description on our website for the warranty length.

7.2 We offer a parts-only warranty across all products where a warranty is given. For the avoidance of doubt, labour and service is excluded.

7.3 Any complaint, query or claim under a warranty should be made directly to us in the first instance. Where we are the manufacturer, we will take the action that we consider necessary, viewing matters reasonably in the circumstances. Where we are not the manufacturer, we may refer you directly on to them as we will not accept liability or responsibility.

7.4 Any warranty applies in addition to your legal rights if you are a consumer.

7.5 Some products may be eligible for an extended warranty. If this is the case, such products may need to be registered within 28 days of purchase.

7.6 Cosmetic defects, ordinary wear and tear, failure to observe installation/ operating/maintenance instructions, buyer's abuse, improper use or neglect and unauthorised modifications are excluded from all warranties that we offer ("**Warranty Exclusions**").

## **8. Cancellations**

8.1 You may cancel your order and return the goods purchased to us by giving us notice of cancellation within 14 days of the date of delivery. Where you wish to cancel and the goods have been dispatched, you may need to take delivery of the goods if you want to cancel your order.

8.2 You will lose your right to cancel after the expiry of the 14-day period referred to in clause 8.1. This clause 8 does not affect your rights if there is any problem with the goods.

8.3 To exercise your right to cancel, you may inform us using any reasonable means such as by post, by email or by telephone.

8.4 Where you have received the goods and you cancel within the 14-day period referred to in clause 8.1, you must return the goods to us in the original condition together with the original packaging at your cost without undue delay and in any event within 14 days after the day of cancellation.

8.5 Following cancellation, subject to clause 8.7, we will refund you the price paid for the cancelled order less any cost of repackaging if the goods are not returned in the original packaging. We will not refund any delivery cost when you cancel your entire order. Any refund under clause 8.5 will be processed within 14 days after we have received return of the goods subject to clause 8.4.

8.6 We will refund you using the same means of payment that you used to pay for your order.

8.7 We reserve the right to make a deduction from the amount of the refund for loss in value of the goods returned where the goods show signs of unreasonable use. For the purpose of this clause, unreasonable use means handling the goods in a way beyond what is necessary to establish the nature, characteristics and functioning of the goods. Any deduction made under clause 8.8 is separate and in addition to clause 8.5 and 8.4.

## **9. Faulty or Damaged Goods**

9.1 Where goods are reported as faulty, we will conduct our own analysis of the fault complained of and make our own determination, viewing matters reasonably.

9.2 If we agree the product is faulty following a reasonable investigation of the fault complained of, we will meet the cost of return delivery, but we ask that you allow us to nominate the carrier.

9.3 If you have notified us of a fault with the goods within 30 days and we agree, viewing matters reasonably, that a fault exists, you have the right to reject the goods and receive a full refund, or alternatively we are happy to provide a replacement.

9.4 If an item develops a fault after 30 days following delivery, we may offer to repair or replace the item, where a repair is not possible. Any replacement will be with an item the same or equivalent to that purchased.

9.5 Upon delivery of the goods, you will use reasonable endeavours to check that the goods are free from defects and damage.

9.6 If the goods are damaged from a visual inspection on delivery, you should note this on the delivery slip and contact us on the day of delivery bringing our attention to such matter and providing photographs of the damage in support. If you do not comply with this clause 9.6, we

are not under an obligation to accept any later accounts of reports of damage if such report relates to damage which would have been identifiable on delivery upon a visual inspection.

9.7 None of the provisions set out in this clause 9 are intended to affect your legal rights if you are a consumer.

## **10. Liability**

10.1 If you purchase goods from us as a consumer (which means anyone acting outside the course of their business, trade or profession), to the extent not prohibited by law, we accept no responsibility for:

10.1.1 Loss not foreseeable

10.1.2 Loss which arises when we are not at fault or in breach of these Terms and Conditions

10.1.3 Consequential loss (including but not limited to loss of profits, loss of business, contracts, goodwill or other similar losses)

10.2 If you are a trade customer, we shall have no liability to compensate you (whether in contract or tort (including in negligence)), or breach of statutory duty other than any refund we make under these Terms and Conditions or otherwise at our discretion.

10.3 If you are a trade customer, we shall not be liable to you (whether in contract, tort (including negligence) or breach of statutory duty for any:

10.3.1 Loss of profits

10.3.2 Business loss (including loss of profits, loss of business, contracts, goodwill, business opportunity and other such similar losses).

10.3.3 Business interruption

10.3.4 Indirect or consequential loss

10.3.5 Loss not foreseeable.

10.4 You acknowledge and agree that these Terms and Conditions constitute the entire and only agreement between us.

10.5 If you are a trade customer, you agree to indemnify us against any liability associated with any claim or allegation that we are responsible for any failings in the installation or use of the goods that we supply.

## **11. Termination**

11.1 We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation existing under these Terms and Conditions (which includes non-payment for any previous orders placed) or, if you are a trader, you become unable to pay your debts when they fall due or proceedings are or are reasonably likely to be commenced by or against you alleging bankruptcy or insolvency or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of your undertaking and assets. Upon termination, any payments you owe to us (for goods delivered) will be immediately due and payable and we shall be under no further obligation to supply goods to you.

## **12. General**

12.1 If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other provisions of these Terms and Conditions shall not be affected.

12.2 Our contract shall be governed by the laws of England and Wales, and you agree to submit to the exclusive jurisdiction of England and Wales in the event of a dispute (contractual or non-contractual) arising from any subject matter of this contract.

12.3 All images are for illustration purposes only.

12.4 Nothing in these Terms and Conditions is intended to affect your legal rights that exist by law.

### **13. Contact Us**

13.1 you can reach us:

13.1.1 by telephone on 0800 103 2709

13.1.2 by email at [info@elektrostore.co.uk](mailto:info@elektrostore.co.uk)

13.1.3 by post at our registered office (above) or at our place of business: Northbridge Place, Frog Island, Leicester, LE3 5AG.

### **14. Privacy Policy**

14.1 When you provide us with personal information (whether purchasing or registering with us), by doing so you agree to our Privacy Policy in its entirety. Our Privacy Policy can be found on our website using the following link <https://elektrostore.co.uk/privacy-cookie-policy/>