

Terms & Conditions of Sale For Twilight Zone Engineering

UK and European Laws govern all transaction of sales for Twilight Zone Engineering and their clients. By accepting goods and services from Twilight Zone Engineering or its agents, all clients accept and will adhere to these Terms & Conditions of Sale. Terms and conditions may vary from time to time. Clients may request a copy of terms and conditions in writing however the latest version will be available for download from the company website and these documents shall govern all terms of Sales for goods and services. Title for all goods and services remains with the Supplier until the invoice(s) and account(s) are settled in full. The supplier will allocate funds as they see fit for all monies paid to its clients account.

1. PAYMENT FOR GOODS OR SERVICES

- 1.1 Settlement for goods or services may be made by payment with order, credit card or by credit account (subject to approval and regular review).
- 1.2 Any order exceeding £2000 will only be accepted on a payment on delivery basis. Directors of Limited or PLC companies fully accept personal joint and several liability for all outstanding invoices in the event of liquidation.
Unless otherwise agreed in writing, credit accounts must be settled within 30 days from date of invoice. Failure to comply will result in suspension of credit facility and engineering services until such time as the overdue account is cleared. All engineering services will also automatically be suspended during any period where monies on the account are overdue.
- 1.3 Credit cards accepted: Switch, MasterCard, Visa, and American Express. All cards are subject to a premium uplift to cover agency fees, this is typically 2.5% however this may vary from time to time.
- 1.4 Late payment will incur a monthly charge of 2.5% above the rate set by National Westminster Bank. Interest will accrue on a daily basis until settlement is made in full.
- 1.5 Where payment is made by cheque, Twilight Zone Engineering shall not be deemed to have received payment until its bankers have cleared the cheque. Notwithstanding the foregoing, risk in the products pass to the client on delivery, except where the clients requires a special method of shipment, in which case risk shall pass to the customer when the products leave Twilight Zone Engineering's premises. Title will however still remain with Twilight Zone Engineering until the monies are cleared and full and free access to retrieve any and all goods is given without further notice.
- 1.6 Terms for online and engineering services may supercede those shown on this invoice and we recommend you request further information regarding our latest terms for all goods and services.

2. NEW CUSTOMERS

- 2.1 First orders are accepted on cash with order basis. This requires either credit card payment, cash, bankers draft or a cheque received and cleared. An application for a credit account can be made after your initial order has been processed and accepted.
- 2.2 Any order exceeding £2000 in value will only be accepted on a cash with order basis regardless of any previous agreed credit terms.

3. ORDERING

- 3.1 Orders are only accepted via fax, post and email, and must always bear a valid purchase order number.
- 3.2 Orders reaching us by 3:30pm Monday to Friday will usually ship the next working day although this is not guaranteed. Please call to check stock availability prior to placing an order.
- 3.3 Any provisions of the customer's order which conflict with, or are in addition to our General terms of Business or any special terms shall be excluded.

4. RETURNS

- 4.1 Damaged or incorrect orders must be advised in writing within 48 hours of delivery.
- 4.2 RMA's must be returned to our offices in their original condition within 5 working days of our RMA being issued.
- 4.3 Non-faulty returned or cancelled orders are subject to a 25% restocking fee.
- 4.4 Any goods wishing to be returned must receive an RMA number from Twilight Zone Engineering, prior to the return of the goods.
- 4.5 Goods must be boxed and in an unopened original packaging and in there original condition as per shipment from our offices or that of our suppliers.
- 4.6 Open software cannot be returned under any circumstances.
- 4.7 Returns are subject to stock rotation policy. All credits issued will be at either the original client purchase price or at the current pricing for the item at the time of credit being raised; the credit will be equal to which ever is the lesser of the two amounts at the time of credit being issued.
- 4.8 Goods returned to Twilight Zone Engineering not displaying a valid RMA number will be rejected without prior notification to the client.
- 4.9 Twilight Zone Engineering will incur no costs for goods rejected or damaged whilst being returned.
- 4.10 Goods cannot be returned after 14 days from original invoice, after which the manufacturers warranty and after care service policy, will supersede all Twilight Zone Engineering policies.

5. PRICING

- 5.1 Unless otherwise stated all prices quoted exclude Vat @ 17.5% and manufacturers delivery charges.
- 5.2 All prices are subject to change without notice; therefore please ensure that prices are checked prior to orders being placed. All quotations are valid for seven days unless otherwise agreed.
- 5.3 Credit card payments are subject to 2.5% uplift on total order value.
- 5.4 Any order of less than £100 excluding VAT will be subject to a small order handling charge of £15 plus VAT.

6. ENGINEERING SERVICES

- 6.1 When requesting use of our installation or time and material based engineering services, a date and time will be given as to when an engineer can be expected to arrive at your premises.
- 6.2 All timings indicated by our staff should be used as a guide only, as engineers may be delayed or may have to perform contractual obligations prior to your visit.
- 6.3 Our standard working hours are 09.00 to 17.00 Monday to Friday (excluding bank holidays and manufacturer training days).
- 6.4 All standard terms of Sale for goods also govern terms of Sale for engineering works undertaken in whatever format they maybe.

7. DELIVERY SERVICES

- 7.1 Standard delivery is charged at £14.95 per consignment up to a maximum of 10Kg, goods despatched will be delivered the following business day by 5:30pm subject to stock availability.
- 7.2 Designated A.M. deliveries can be arranged if required and are priced upon total consignment weight, please call for pricing prior to placing order.
- 7.3 Deliveries outside of our standard working hours will be upon request and subject to pricing agreed at the time of order.

8. INFORMATION

- 8.1 All information given by Twilight Zone Engineering staff or its representatives in the form of a quotation, invoice, engineering works sheet or in whatever medium that it may have been given, is only as a guide. Clients must seek manufacturers advice to ensure that the goods they are ordering are suitable to complete the tasks for which they are purchased. Technical specifications may vary from time to time.
- 8.2 Twilight Zone Engineering will not be liable in any way or form for items sold in agreement to a client's purchase order if the client then decides the items are not sufficient to be acceptable to complete the tasks for which the client has purchased them.
- 8.3 Terms for engineering services are deemed to act in accordance and in addition to the terms of Sale. Please ask for Terms and Conditions regarding our supply of engineering services.
- 8.4 If any of these terms is found to be unenforceable in English Law then all terms will be enforced to their ultimate limit as to restrict the clients working relationship with Twilight Zone Engineering.

9. LIMITATION OF LIABILITY

- 9.1 Twilight Zone Engineering will repair or, at its discretion, replace or credit the customer with the invoice value of any products found to be defective or faulty. In all circumstances whatsoever the liability of Twilight Zone Engineering in respect of any failure to comply with the contract, or other breach of duty shall be limited to such repair, replacement or credit. This shall be at the discretion of Twilight Zone Engineering and no third party advice will be taken on this matter.