



# Source UPS

Uninterrupted Power Solutions

## Terms and Conditions

**1a)** These conditions shall come into force on acceptance of your order by us.

**b)** In case of any conflict, variance or inconsistency between these conditions and the terms of your order or any correspondence relating thereto these conditions shall prevail to the extent that we do not specifically exclude them in writing.

**c)** No statements, documentation or correspondence, which is not specifically herein stated or referred to, shall apply to the Contract brought into being on acceptance of your order by us.

**2** Goods rejected by you as not complying with the Contract must be so rejected within 7 days of receipt by you.

**3a)** No claim for shortage, damage or loss can be allowed unless we are given notification of such shortage, damage or loss.

- Within 3 days of receipt of goods in the case of damage and/or shortage.
- Within 10 days of your order date in the case of loss.

**b)** In no circumstances should damaged goods be returned to us. Notify us of any damage and a written authorisation for such return will issued by us.

**c) )** In no circumstances should goods be returned to us for reasons other than the damage or loss and then only if authorisation for such return is issued by us.

**4. a)** We shall under no liability for any defect, which is due to accident, fair wear and tear, negligent use, tampering, improper handling, improper use, improper operation or improper storage or any other default on the part of any person other than us.

**b)** We shall not be responsible for the suitability of goods supplied by us when used otherwise than in accordance with instructions in writing supplied by us whether on product labels or howsoever.

**c)** In particular, we shall not be liable for any consequential loss or damage nor shall we have any liability in tort, when our products are used otherwise than in accordance with instructions supplied as aforesaid.

**5** Payment is to be made 30 days following the end of the month that the invoice is dated.

**6** The title of goods delivered shall not pass until we have received payment, in full.

**7** These conditions shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.