

**1. Opening Statement**

These are the standard terms and conditions of our agreement which apply to all purchases of products and services by you from Trent Products (Trent Control Panels Ltd) you should read them carefully. We reserve the right to vary these terms and conditions from time to time and therefore it is your responsibility to check the terms and conditions that apply at the time of your purchase. Changes will apply to any subsequent orders received after the date of revision.

**2. General**

We will not be liable for any breach of our agreement, for delay or failure to perform if the delay or failure is due to force majeure. This includes, but is not limited to acts of God, civil commotion, riots, floods, drought, fire, legislation or other cause beyond our reasonable control. This does not affect your statutory rights. If we choose not to enforce a right under our agreement, that decision will not prevent us from enforcing other rights or the same right on a later occasion. Our agreement will be governed by English law and any disputes will be resolved non-exclusively by English Courts.

**3. Quotations**

Quotations are typically valid for a period of no more than 90 days; please check all details thoroughly if you are unsure, check before submitting your quotation or placing your order. We cannot be held responsible for any costs, charges or losses resulting from the misinterpretation or error contained within our quotation.

**4. Descriptions**

To the best of our knowledge and belief, the product descriptions offered are accurate and up-to-date. We are continually working to improve our products and services and therefore specifications or design changes may be made from time to time, which have not been reflected on our website or within our sales and marketing literature. We include images of products on our website and within our product literature to help you with your selection. However, slight variations, for example, in RAL colour, shape or style should be expected. All measurements and weights are approximate; details should be checked before purchasing for exact requirements.

**5. Order**

You can submit an order to Trent Products (Trent Control Panels Ltd) by e-mail to sales@trentproducts.com or phone to our office Tel. 01782 844688. All prices are reflected in the EUK Sterling and exclude VAT (unless otherwise stated). Delivery is charged as described. We are under no obligation to accept your order, but would normally do so where the product is available, the order reflects current pricing. For all customers in the UK and other European Union Countries, VAT is charged at the standard rate. Documentation is provided with our sales invoice to confirm that VAT has been charged.

**Our VAT registration number is GB 787 0725 93.**

**6. Acceptance of Order**

We will notify you of our acceptance of your order by e-mail shortly after we receive it and at that point a binding agreement between us will be in place on these terms and conditions. If we do not accept your order for any reason or the price of the product has increased between the time of the order and our acceptance of it (or if a supplementary delivery charge applies), we will either call or email you to advise you of the change. You will then need to resubmit your order. A proforma invoice will be raised on all first orders placed until a credit account has been requested and approved. Proforma invoices require payment prior to goods or services being received.

**7. Prices and Payment**

All prices quoted are strictly net and subject to VAT at the rate applicable at the time of invoice. Prices may vary from time to time and whilst we will always attempt to make you aware of any foreseen price increases to our product range, it is your responsibility to check current pricing at the time of placing an order. We cannot be responsible for any losses or additional costs that may be incurred for failure to check our current product pricing, prior to placing your order. We reserve the right to change a price in exceptional circumstances. If a price is corrected due to exceptional circumstances, customers will be informed of the charge before payment is processed and offered the opportunity to cancel the order. If an order is placed for an item with an erroneous price, and the erroneous price is less than the cost price of the item, we reserve the right to offer to process the order at the correct cost price or offer the opportunity for the customer to cancel the order. Prices on orders for out-of-stock or pre-release items are valid for one week after the order is placed. If the price changes when stock becomes available customers will be informed of the change before payment is processed and offered the opportunity to cancel the order. We will invoice your account for payment at the time when the goods are despatched. We take every reasonable care to ensure that your order and subsequent transactions are conducted via a secure link. As we are not responsible for the operation of the secure link we will not, unless we are negligent, be liable for any loss you may suffer if a third party obtains unauthorised access to any information you provide via such link. If products are not available for any reason after we have accepted your order, we will let you know. We will not charge you for these products and will refund any amounts already paid (if any).

**8. Credit Account**

Credit accounts are subject to the approval of our finance department. Our standard credit terms are Net 30, requiring invoices to be settled in full within 30 days of the invoice date. Your credit account balance should be checked before placing an order to ensure you are not exceeding your credit terms. Part or full payment of any subsequent orders placed after your account balance has been exceeded may be required by way of proforma payment. Failure to comply with this condition will incur liability for court fees, debt recovery costs and interest incurred. Should you not be able to meet the terms of your credit account, your earliest notification detailing the reason and how you intend to settle the account is required. Failure to correspond with us in this regard is likely to cause the matter to be escalated to our debt recovery team, incurring the aforementioned associated charges. Disputes must be valid and require our notification and acceptance prior to postponing a credit account payment. Any disputes that are deemed not to be within the confines of our offer or terms will not be upheld. Failure to meet your credit agreement terms may result in the withdrawal of your credit account and other extra to contract benefits such as telephone technical support and remaining warranties on unpaid items.

**9. Right to withdraw**

You have the right to withdraw from this agreement, but this right ends seven days after the date we deliver the products to you. You will not have to pay for any products and any amounts you have been charged will be repaid to you by way of a credit to your account within thirty days. HOWEVER, we may have delivered (or dispatched) the products you have ordered. In this circumstance, you must return the products to us and pay the costs in doing so. To avoid this, we recommend that you advise us as soon as possible if you wish to exercise this right to withdraw. For bespoke products or services whereby design time and materials have been expended against the order, we reserve the right to reclaim, cancellation costs. In this instance, an itemised invoice detailing cancellation costs will be provided requiring your prompt payment. If you wish to withdraw, please telephone our Customer Service Centre on 01782 844688 or write to our Customer Service Centre at Trent House, Dewsbury Road, Fenton, Stoke-on-Trent ST4 2TE. Any products returned must be received by us in the same condition and, to the extent possible in the same packaging as when we delivered them to you. If any returned goods are not faulty a standard 25% restocking fee will apply. Restocking is liable to be refused for goods received that are not in re-saleable condition.

**10. Design Liability**

The extent of our responsibility for design liability is limited to the selection of equipment based upon information received to the best of our ability. Where bespoke control panels are designed by us, we follow our own internal quality procedure. This procedure is based upon the relevant current standards and regulations applicable at the time of design and relies heavily on individual component manufacturers' specifications and technical input. Overall responsibility for the design is with the specifier or person who has accepted approval of the submitted design.

## Standard Terms & Conditions of Trent Controls Ltd. *Trading as Trent Products*

### 11. Delivery

We make every effort to deliver all standard products within the 10 days of acceptance of order for deliveries within the United Kingdom. Where this is not possible, we will notify you. Following the placing of your order, if you have not received an order acknowledgement from us, it is your responsibility to check to see if the order has been received and is being duly processed. We can accept no responsibility for late deliveries, service down time or other charges incurred for example, site engineer costs. All deliveries will be made to you at the address specified by you on your order or written instruction. We may, at our discretion and expense, deliver parts of your order separately. All deliveries must be signed for by you and you will be responsible for the products as soon as they are delivered. Ownership of the products shall pass to you once we have received payment in full. If we cannot deliver the products to you at the address you have specified for any reason (other than when we are at fault), we will notify you and store the products. If you wish us to redeliver the products to you, you will be charged for such re-delivery. If we do not hear from you within 28 days, we will cancel the order and refund your payment to you less any reasonable delivery charges and order processing fees we have incurred. Where an order for a bespoke panel or special (non-standard) system is cancelled, you will be liable for cancellation costs to cover work done and component restocking charges. In this instance a full breakdown of cancellation charges will be provided upon request.

### 12. Warranties

Our warranty agreement will not affect your statutory legal entitlements. Our CaterSense range of controllers, Power Monitors and Budgie products carry a two-year "return to manufacturer" warranty covering manufacturing defects. Ancillaries and control panels carry a standard one-year "return to manufacturer" warranty that runs back to back with our component suppliers'. To obtain this you must first register the suspected defect with our technical team on telephone number 01782 844688, at this point we may require your engineer to run through some diagnosis and checking procedures before authorising the return of the goods. At this point a returns form will be issued and a purchase order will be required to cover the cost of the replacement goods. Once this has taken place any items suspected to be defective should be returned to us, using the address below:

**Trent Control Panels Ltd**  
**Trent House, Dewsbury Road**  
**Fenton, Stoke-on-Trent**  
**ST4 2TE**

Following receipt of your purchase order for the replacement items, the goods will be despatched. Any refund due will be credited to your account following our testing and inspection procedure. Upon inspection of the returned unit, if it is reported that defects have occurred from excessive use (wear and tear), incorrect installation or set up, misuse, water, electrical or mechanical damage, we reserve the right to reduce or refuse to give any credit. We cannot reimburse postage or carriage costs for returns. Any costs associated with on site diagnosis, installation or replacement works are specifically excluded from our warranty agreement. Our manufacturer's warranty offers no responsibility for loss of service, service down time, diagnostic costs, engineers' costs or aborted visit charges. Responsibility for damage to other equipment, whether directly connected or not to our products is excluded from our warranty terms. There is a standard 25% restocking charge for units returned within 30 days of purchase, providing the unit is returned unopened, unused and undamaged. Restocking charges cover administration, testing and inspection costs and are subject to the condition of the returned goods. We reserve the right to refuse the restocking of goods if they are returned in excess of 31 days from the date of purchase or if they are returned in poor or damaged condition. Any project costs associated with engineering, special programming or special parts cannot be refunded.

### 13. Office Hours

As a manufacturer we operate within the hours of 8:30 to 16:30 Monday to Thursday and 8:30 to 15:30 on a Friday. We do not offer assistance outside of these hours, however on certain occasions we may make available assistance by prior agreement, on a specific project basis subject to availability. This 'out of hours' availability cannot be subsequently assumed and must be re-sought by prior agreement to avoid disappointment. Please note we do not offer reactive maintenance services and therefore require sufficient lead time to be available for attendance. The standard notice required for any site attendance is typically no less than five working days. We also require an official purchase order or proforma payment dependent upon account status. Before attending site we must receive a completed copy of our pre-site attendance paperwork and any site specific healthy and safety related documentation.

### 14. Emails

All emails to you will be forwarded to the address you specify to us. It is important that you provide an accurate and valid email address otherwise we will be unable to process your order. You must also ensure that if this address changes between submitting your order and delivery of the products by us to you, you advise us of the new address. We will not be responsible for failure to perform under this agreement where such failure is attributable to a change of address.

### 15. Technical Assistance

All technical assistance is offered in good faith and assuming that the recipient is suitably competent and qualified in the required field. All due care and attention to safety must be considered by the recipient before requesting technical support, as we can offer no responsibility for the safety of others, or property that is outside of our direct control. For safety reasons a minimum level of competence is required before we can offer technical assistance, we may refuse technical assistance if we believe the call recipient to be inexperienced, incompetent or unsafe. As a minimum in addition to all of the standard safety equipment required anyone requesting technical assistance should have an electrical lock-off kit, a multi-meter, a clamp meter a handheld CO<sub>2</sub> meter or CO monitor based on the system in question and all of the relevant technical manuals, drawings and data to hand.

### 16. Site Visits

Where an official order is not provided, your verbal instruction to attend site may be considered an official instruction. Where site attendance has been made a signature will be required, however if we are unable to obtain a signature we shall call you to let you know when we have left site, in the event a signature is not available this will constitute evidence of our attendance.

### 17. Commissioning

Correct commissioning of our products is essential for safe and proper operation. For this reason we offer our manufacturers' commissioning service, this will typically be noted as an additional cost option on our quotation. The prices for this are calculated based on increasing radius bands from our head quarters. Commissioning costs includes travel costs, engineers travelling time, engineers' time on site, premium time working, engineers' report compilation, equipment and consumables required to complete commissioning. Where commissioning is not ordered, this will still be required by a suitably trained and competent engineer. In these instances as a minimum we would typically insist that your engineer has received basic manufacturers training from us before attempting this task. Where this has not been carried out, the technical manual should be closely followed to complete the commissioning process. Telephone technical support is not authorised in lieu of following our written instruction. Any resultant costs from incorrect commissioning carried out by others will not be entertained.

### 18. Complaints

If you have any complaints or comments about our website or any of the products or services supplied or provided to you, please contact us on 01782 844688 or by writing to us at;

**Trent Control Panels Ltd**  
**Trent House, Dewsbury Road**  
**Fenton, Stoke-on-Trent**  
**ST4 2TE**

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### **19. Business Customers**

If you are a business or if goods are used wholly or in part for business purposes, we shall not be liable to you for any business loss including loss of profits, (whether direct or indirect) data, revenue, goodwill, or incidental, or consequential loss that you may suffer as a result of the purchase of goods from us. Any other liability shall be limited to the price paid for the goods. You will not export any goods purchased from us in contravention of United States of America export controls. If you have a credit account you must comply fully with the terms of your credit agreement and clause 8 of these standard terms and conditions.

### **20. Product Recalls and Latent Defects**

Should we exercise our right to recall a product determined by us to be unsuitable, unsafe or due to latent defect, we shall offer an alternative replacement where feasible or a refund the specific item in question. We offer no responsibility for replacement costs, engineers' time or costs incurred as a result of loss of service. The limit of our warranty conditions is 'return to manufacturer' only.

### **21. Technical Advice and Presentations**

Any information distributed in our technical presentations is given in good faith by an employee deemed suitable and competent in the associated field. It is your responsibility to check any information received adequately before acting up on it. This may be in the form of a quotation, an installation or the recirculation of advice received. We accept no responsibility for misinterpretation of information received or failure to check the validity of information or advice before acting upon it.

### **22. Final Terminations**

Final terminations refer to the checking of electrical wiring circuits and final termination at the control panel of wiring installed by others. When installing wiring please check that you are using the latest revision drawing officially submitted by us and that you are installing to the current electrical wiring standard. Care should be taken to provide suitable segregation of wiring in accordance with the Low Voltage Directive.

### **23. Installations**

Installations carried out by Trent Control Panels Ltd will be subject to the confines of the quotation. Any items not described as specifically included within the quotation will be assumed to be excluded. Installations carry a twelve-month defects warranty from the date of installation. This warranty covers the repair of and the replacement of defective materials; it does not cover damage, wear and tear, incorrect operation. This warranty may be void if the resultant issues are found to be following modification, maintenance or other work on the installation by others. Please check with us the impact of the aforementioned works upon your remaining warranty before proceeding.

### **24. Privacy and GDPR**

We take your privacy very seriously and will treat all of your personal information in accordance with all applicable data protection laws in the UK. Please read our GDPR privacy statement located on our website, this is also available upon request.

### **25. Trading Name**

Trent Products is the trading name for Trent Control Panels Ltd.

**Registered Company Number 4313650.**

**VAT Number UK 787 0725 93.**

We recommend you print out a copy of these terms and conditions to retain on file for your future reference.