

## **Pegasus Industrial Services Ltd General Terms of Sale**

**These terms and conditions apply to all companies and trading names under Pegasus Industrial Services Ltd including, but not limited to, Key Clamp Store, Pipe Clamp Store, and Industrial-Supply.**

**All orders are accepted by Pegasus Industrial Services subject to the Terms and Conditions of Sale set out below:**

### **1. General**

- All orders for products and services from Pegasus Industrial Services are accepted by Pegasus Industrial Services Ltd, Little Fields Way, Oldbury, B69 2BT ('Pegasus Industrial Services') subject to these terms and conditions of sale.
- No other terms will apply to the supply of products and services by Pegasus Industrial Services unless agreed in writing by an authorised signatory of Pegasus Industrial Services or expressly stated otherwise in these terms and conditions of sale.
- All descriptions of the products and services contained on the Pegasus Industrial Services website or otherwise communicated to the Customer (Phone, Facsimile, Email, SMS, or other communications methods.) are approximate only and shall not form any part of the contract between Pegasus Industrial Services and the Customer. Pegasus Industrial Services shall not be liable to the Customer for any errors or omissions.
- The advertising of products and services on the Pegasus Industrial Services website is not an offer capable of acceptance, it merely constitutes an invitation by Pegasus Industrial Services for the Customer to make an offer to purchase products and services.
- These terms and conditions of sale do not apply to export transactions, to which separate terms and conditions of sale apply.
- Pegasus Industrial Services is a business-to-business supplier. The Pegasus Industrial Services website, catalogue and mail order system is intended for use by business customers and not by consumers or private individuals. Notwithstanding the foregoing, nothing in these terms and conditions of sale shall affect the statutory rights of a Customer who deals as a consumer.

### **2. Prices**

- The prices of the products and services are as set out on the Pegasus Industrial Services website at the date of despatch of the ordered products or the date of provision of the ordered services. All prices exclude VAT, which Pegasus Industrial Services will add at the rate applicable at the date of order despatch. Pegasus

Industrial Services reserves the right to change prices without prior notice at any time.

### **3. Ordering**

- Pegasus Industrial Services reserves the right to decline to trade with any company or person. In addition, Pegasus Industrial Services may decline to accept any order, whether or not payment has been received, by giving notice of non-acceptance to the Customer by telephone or facsimile or email within seven (7) days of receipt by Pegasus Industrial Services of the order.

Pegasus Industrial Services executes orders to the Customer's requirements, and does not substitute one product for another unless requested by the Customer, or unless the product has been superseded by the latest version. To the extent that orders cannot be fulfilled completely from stock, the unfulfilled balance will (at the Customer's option) either be put on back order to be fulfilled when Pegasus Industrial Services next has available stock or be cancelled.

### **4. Delivery**

- Delivery prices apply per order, irrespective of the number of products ordered. Delivery will be made to the Customer's usual business address, unless otherwise agreed by confirmed notification. Times and dates for delivery quoted on the website or by employees are to be treated as approximations only and Pegasus Industrial Services shall not be liable for the consequences of any delay in delivery. It is recommended that contractual work or similar is not booked until the materials arrive in full, and are checked for loss or damage.

If any delivery is late, the Customer must notify Pegasus Industrial Services, and Pegasus Industrial Services will endeavour to ascertain if the product has been delivered Customer. Pegasus Industrial Services may also, at its discretion, refund the total delivery charge to the Customer. If a revised delivery time is not acceptable Pegasus Industrial Services may also, at its discretion, offer an alternative delivery option. These are the Customer's exclusive remedies for late delivery.

### **5. Inspection, Delivery Delays and Non-Delivery**

- The Customer must inspect the products as soon as is reasonably possible after delivery and shall, within seven (7) days of the date of delivery or, in the case of clause iv, the due date for delivery, give notice to Pegasus Industrial Services in detail of:
  - i. Any defect in the product that is apparent on reasonable examination. In this case Pegasus Industrial Services shall, at Pegasus Industrial Services' discretion, replace the products or refund the purchase price. In any event the Customer must refuse parcels delivered to it in a damaged condition;
  - ii. Any shortfall in products delivered. In this case Pegasus Industrial Services shall, at its discretion, deliver the undelivered products or refund the price of the undelivered products;
  - iii. Any delivery of products not in accordance with the order. In this case Pegasus Industrial Services shall, at Pegasus Industrial Services' discretion, replace the products or refund the purchase price;

- iv. Any non-delivery of the products (in which case the time limit is within seven (7) days of the estimated despatch date). In this case Pegasus Industrial Services shall deliver the undelivered products or refund the price of the undelivered products.

If the Customer fails to give any such notice, the products shall be conclusively presumed to be, in all respects, in accordance with the order and free from apparent defects, and the Customer shall be deemed to have accepted the products accordingly. Pegasus Industrial Services' record of the products despatched (including the quantity) shall be conclusive evidence of the products received by the Customer, unless proved otherwise by the Customer.

The remedies set out above are the Customer's exclusive remedies for non-delivery or short delivery of products, or for apparent defects in the products or delivery of products not in accordance with the order. Pegasus Industrial Services shall not be liable for any losses, consequential or otherwise, or for costs (including legal costs), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, damages, claims, demands, proceedings, judgments or otherwise arising from these circumstances.

## **6. Payment**

- If Pegasus Industrial Services has not granted credit to the Customer, payment terms are pro forma.
- Credit terms (subject to satisfactory references and at Pegasus Industrial Services' absolute discretion) are available. If credit has been granted, the Customer shall pay the price of the product or service by the 30th day following the day in which the products are despatched. All payments must be made without any set-off, deduction or counterclaim. Deposits may be required before credit is given.
- If any sum is not paid on the due date for payment then, without prejudice to any other right or remedy:
  - v. All sums then outstanding from the Customer will immediately become due and payable notwithstanding that such sums would not otherwise be due until a later date, and
  - vi. Pegasus Industrial Services may apply a compensation charge as an estimate of administrative and other wasted costs incurred by Pegasus Industrial Services to the Customer of £50 for outstanding sums up to £999.99; £100 for outstanding sums between £1,000 and £9,999.99 and £150 for outstanding sums of £10,000 or more; and
  - vii. Pegasus Industrial Services may also charge the Customer interest from the due date until payment is made in full (both before and after any judgement) on the amount unpaid at a rate which is 8 per cent per annum above the Bank of England base rate as set at 31 December for the period 1 January to 30 June inclusive in the following year and as set at 30 June for the period 1 July to 31 December inclusive, compounded monthly.

## **7. Risk and Ownership**

- Risk of loss of or damage to the products shall pass to the Customer on delivery. Ownership of all products supplied shall not pass to the Customer until full payment of the purchase price of the goods and of all other amounts owing to Pegasus Industrial Services has been made (in cash or cleared funds). If the Customer is late in paying any sum to Pegasus Industrial Services, then Pegasus Industrial Services shall be entitled to the immediate return of all products where the ownership has not passed to the Customer. The Customer authorises Pegasus Industrial Services and its agents to recover the products, and to enter any premises of the Customer for that purpose. Demand for or recovery of the products by Pegasus Industrial Services shall not of itself discharge either the Customer's liability to pay the whole of the price and take delivery of the products or Pegasus Industrial Services' right to sue for the whole of the price.

## **8. Product and Availability Information**

1. Pegasus Industrial Services reserves the right, without prior notice, to discontinue any product or to make design changes as part of its continuous programme of product improvement, or to assist product availability, and such changes may take place during the life of any Pegasus Industrial Services catalogue.

Unless otherwise confirmed, nothing in any Pegasus Industrial Services catalogue is to be taken as a representation of the source of origin, manufacture, or production of the products or any part of them.

## **9. Warranty**

- For products purchased from Pegasus Industrial Services warrants that if any product is defective, it will replace or repair the product or refund the purchase price. This warranty is subject to a claim being made in writing to Pegasus Industrial Services within 12 months of the original date of despatch, or such other longer period as may be indicated by Pegasus Industrial Services for specific products from time to time in writing.

These warranties shall not apply to any defect which arises from improper use, failure to follow the product instructions, or any repair or modification made without the consent of Pegasus Industrial Services. The Customer must return or dispose of the products, or make them available for collection by Pegasus Industrial Services, in accordance with Pegasus Industrial Services' instructions and suitably packaged. All orders are accepted by Pegasus Industrial Services subject to the Terms and Conditions of Sale set out below:

The Customer must contact Pegasus Industrial Services to notify Pegasus Industrial Services of the return of any products prior to returning any products and obtain a returns number, which is to be quoted on all paperwork. Returned products must be accompanied by an advice note stating the original invoice number in respect of the products and the nature of any claimed defect. Where the Customer returns products otherwise than in accordance with these warranty provisions, Pegasus Industrial Services may refuse such products and return them to the Customer at the cost of the Customer.

Any products which are replaced by Pegasus Industrial Services shall become the property of Pegasus Industrial Services. Title to replacement products shall pass to the Customer on delivery, and the period of the replacement product's warranty shall be the unexpired period of the defective product's warranty.

The remedies set out above shall be Pegasus Industrial Services's sole liability and the Customer's sole remedy for any breach of warranty and in respect of the supply or non-supply of products and/or services.

The Customer shall have no remedy in respect of any untrue statement made to it upon which it relied in ordering products and/or services (unless such untrue statement was made knowing that it was untrue) other than any remedy it may have set out expressly in these terms and conditions of sale. Save as expressly provided in these terms and conditions of sale, all implied warranties, terms and conditions (whether statutory or otherwise) concerning the supply or non-supply of products and/or services are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality, fitness for purpose and provision of services with reasonable care and skill). Pegasus Industrial Services will not be liable to the Customer for any loss, damage or liability of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions (statutory or otherwise) or breach of any other duty of any kind imposed on Pegasus Industrial Services by operation of law. The Customer acknowledges that it is responsible for ensuring that the products and services it orders are fit for the purposes for which it intends to use them.

## **10. Limitations of Use**

- Products sold by Pegasus Industrial Services are not recommended or authorised for use in life support, surgical implantation, nuclear or aircraft applications or for any use or application in which the failure of a single component could cause substantial harm to persons or property.

## **11. Liability**

- Pegasus Industrial Services shall not be under any liability for damage, losses (whether direct, indirect or consequential), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, costs (including legal costs), claims, demands, proceedings, judgments or otherwise resulting from the failure to give advice or information or the giving of incorrect advice or information (including through the Pegasus Industrial Services technical helpline) whether or not due to its negligence or that of its employees, agents or sub-contractors.

Pegasus Industrial Services shall not be liable for economic loss, punitive damages, loss of revenue, loss of profits or expected future business, damage to reputation or goodwill, loss of any order or contract or any consequential or indirect loss or damage, all as may result from, or be connected with: (i) any express or implied terms of the contract between Pegasus Industrial Services and the Customer, or of any order accepted by Pegasus Industrial Services; (ii) any duty of any kind imposed on Pegasus Industrial Services by law arising out of or in relation to the contract between Pegasus Industrial Services and the Customer or order; (iii) any defect in the products or services; (iv) intellectual property rights infringement; or (v) any other loss whatsoever arising out of these terms and conditions of sale. If, notwithstanding any other provisions in these terms and conditions of sale including without limitation clauses 9, 10 and 11 any liability attaches to Pegasus Industrial Services, Pegasus Industrial Services' liability to the Customer arising out of or in

connection with these terms and conditions of sale or any order whether in contract, tort or otherwise in respect of one or more of (i) any express or implied terms of the contract between Pegasus Industrial Services and the Customer, or of any order accepted by Pegasus Industrial Services; (ii) any duty of any kind imposed on Pegasus Industrial Services by law arising out of or in relation to the contract between Pegasus Industrial Services and the Customer or the order; (iii) any defect in the products or services; (iv) intellectual property rights infringement; or (v) any other loss whatsoever arising out of these terms and conditions of sale shall be limited in the aggregate to £100,000 or the total value of the order, whichever is greater.

Nothing in these terms and conditions of sale (including without limitation this clause 11) shall exclude or limit the liability of Pegasus Industrial Services for death or personal injury caused by the negligence of Pegasus Industrial Services or its employees, agents or subcontractors, or for fraud.

## **12. Cancellations and Returns**

- The Customer may not cancel orders once accepted by Pegasus Industrial Services. Pegasus Industrial Services may, at its discretion and in writing, allow an order to be cancelled subject to Pegasus Industrial Services recovering from the Customer the costs incurred by Pegasus Industrial Services. In the event of cancellation of part of any order only, Pegasus Industrial Services may invoice the Customer any difference in selling price per unit applicable to the quantity actually despatched up to the time of cancellation compared to the quantity ordered.

The Customer may only return products to Pegasus Industrial Services, and receive a credit or refund and on the following conditions:

- i. The Customer must contact Pegasus Industrial Services prior to the return of any products and obtain the prior consent of Pegasus Industrial Services and obtain a returns number (to be quoted on all returned paperwork);
- ii. Return must be made within 30 days of the date of delivery (as stated on the delivery documentation). Products must be returned to Pegasus Industrial Services in their original condition and packaging and in a condition which will enable them to be immediately fit for resale. Products must be returned to Pegasus Industrial Services adequately packed and despatched freight prepaid, clearly labelled to: CUSTOMER RETURNS DEPARTMENT, Pegasus Industrial Services Ltd, Littlefields Way, Oldbury, B69 2BT.
- iii. The Customer must follow any specific instructions which appear on the Pegasus Industrial Services website or with any product regarding its return to Pegasus Industrial Services;
- iv. The Customer must quote the invoice details or the Pegasus Industrial Services reference number on the Pegasus Industrial Services Customer Returns Form from the original despatch note, otherwise any credit given for the returned products will be based upon the lowest sales price; and
- v. For products returned due to Customer error or no longer required and returned in accordance with (i) - (iii) above a handling charge will be applied. This handling charge is set out on the Pegasus Industrial Services website.

Where the Customer returns products to Pegasus Industrial Services not in accordance with (i) - (iii) above (for example, after 30-days from the date of despatch or in an unfit state) Pegasus Industrial Services will refuse delivery and return the products at the Customer's expense or may apply a handling charge which relates to the actual cost of reprocessing (subject to the minimum charge set out on the Pegasus Industrial Services website).

This returns policy excludes software, calibrated products, production packaging products, non-catalogue products, extended range products and specially manufactured products. In addition, Pegasus Industrial Services will not accept returned ESD sensitive devices where the integrity of the original Pegasus Industrial Services ESD shielding packaging has been compromised e.g. the bag has been opened and resealed or multiple bags have been stapled together.

Pegasus Industrial Services accepts no responsibility for any loss of or damage to products in transit from Customer to Pegasus Industrial Services or for any items received by Pegasus Industrial Services with them.

### **13. Force Majeure**

- A force majeure event is any event beyond the reasonable control of Pegasus Industrial Services (including strikes, traffic congestion, the downtime of any external line, or Pegasus Industrial Services inability to procure services, materials or articles required for the performance of the contract except at enhanced prices). If Pegasus Industrial Services is prevented or restricted from carrying out all or any of its obligations under these terms and conditions of sale by reason of any force majeure event, then Pegasus Industrial Services shall be relieved of its obligations during the period that such event continues, and shall not be liable for any delay and/or failure in the performance of its obligations during such period. If the force majeure event continues for a period longer than fourteen days, Pegasus Industrial Services may cancel the affected order or cancel the whole or any part of these terms and conditions of sale, without any liability to the Customer.

### **14. Data Protection and Customer Information**

- All customer information is kept in line with the privacy policy set out on our website <http://www.pegasus.gb.net/>

### **15. Law and Jurisdiction**

- The contract between Pegasus Industrial Services and the Customer based on these terms and conditions of sale as applicable to each Customer order shall be governed by and interpreted in accordance with English Law and the Customer submits to the non-exclusive jurisdiction of the High Court of Justice in England, but Pegasus Industrial Services may enforce the contract in any court of competent jurisdiction.

**Acceptance of Terms & Conditions**

Signature

By using our website, placing an order and receiving this email communication, you are considered to have accepted these terms.

If you disagree, please contact us immediately to cancel your order.