

1) General

All orders are accepted and service provided subject to the following express terms and conditions. Warranties and representations, express or implied and statutory or otherwise except as to title, are hereby excluded. No addition thereto or variation therefrom or waiver thereof shall be binding unless agreed in writing by the authorised representative of the company and the customer.

2) Definitions

"Company" refers to the trading name of A1 Power Engineering (UK)
"Contract" refers to any contract (purchase order) between the customer and the company
"Customer" refers to the company or individual whom enters into the contract with the company
"T&C" refers to A1 Power Engineering (UK) terms and conditions

3) Conditions

Upon receipt and acceptance of an order from the customer a contract will be deemed in place between the customer and the company with T&C in place as stated herewith. These T&C shall take precedence over any other terms either stipulated or implied by the customer.

4) Pricing

Unless fixed contract pricing has been agreed between the company and the customer previously, all repair charges will be based upon the company providing the customer with a quotation in writing either by fax or email. If a guide price has been provided either by phone, email or fax then this should be treated as an estimate only.

Upon receipt of an order, if after proceeding with the repair the company should find that the price quoted is not sufficient (i.e due to either the complexity of the fault, damage to circuitry including by attempted third party repair or subsequent pricing obtained for replacement or obsolete components) then the company will contact the customer and notify of any increased cost prior to completion of work. The customer will then have the option to either agree to this price increase (in writing) or terminate the repair with no penalty or cost to the customer (excluding return shipping costs if overseas).

All repair charges quoted exclude carriage, and V.A.T. and these will be added to the customer invoice where appropriate. The company will make its best endeavours to minimise any shipping charges and the customer has the option to arrange for collection of the item or provide own courier account details for the company to ship against. If special insurance is required then the customer must notify the company as otherwise the item will be shipped under the standard terms of our courier.

Items which we are unable to service will be returned to the customer at no charge for parts or labour. Providing that the shipment of the repair to the company has been authorised prior to receipt the customer will not be charged for return carriage, providing within the UK mainland (overseas customers are liable for return shipping charges) subject to a maximum weight of 10Kg.

Items which are sent in for evaluation but are found to be free from any apparent fault in the first instance may be charged a minimal cost to cover engineering costs incurred depending upon the level of evaluation required by the customer.

Unless otherwise agreed all quotations provided by the company are valid for 14 days from date of issue.

5) Payment

The Company's payments terms are Net 30 days (unless otherwise agreed) from date of invoice where the customer already has a credit account in place. Where the customer does not have a credit account with the company payment terms are usually to be on a proforma invoice but may offer credit terms under certain circumstances.

In the event that the company's payment terms are not met the company reserves the right to charge the customer an additional 2.5% of the original invoice value for each month thereafter.

In the event that an item has been repaired by the company upon receipt of authorisation to proceed from the customer and a proforma invoice has been issued payment must be received within 30 days of invoice issue date. If payment is not received within 30 days of invoice date then the company shall reserve the right to dispose of the item in any way it deems fit to recover costs incurred.

In the event that a product is received for evaluation and no communication is received from the customer within 6 weeks of receipt then the company shall reserve the right to dispose of the item in any way it deems fit.

In the event that an item is disposed of any costs incurred by the company may be passed on to the customer.

6) Warranty

The company warrants only the work carried out within any serviced product for the period as stated within the original quotation provided to the customer at time of initial product evaluation. The warranty period begins from the issue date of the company's invoice.

Products serviced under warranty will not incur any charges for labour or parts to the customer. Shipping costs from the customer to the company and from the company to the customer are not covered under the terms of the warranty.

In the event that the product has failed due to either faulty workmanship or components used then the company will rectify the fault at the companies premises or in certain circumstances, and at the company's discretion, may refund the customer for the sums paid to the company for the original work carried out.

In the event that a product returned for repair under warranty is found to have failed due to circumstances other than associated with the original repair (i.e customer mis-use or design issues) then the customer will be notified of any charges applicable prior to work being carried out. In the event that the customer does not accept these charges the product will be returned to the customer without incurring labour charges but will be charged for the return carriage.

Where possible all components will be replaced like for like but the company reserves the right to use equivalent components where necessary to facilitate the repair.

All warranty will be deemed null and void if the serialised warranty seal affixed to the serviced unit by the company is tampered with in any way.

All warranty terms will be deemed null and void if the customer fails to settle the company's invoice in full for work carried out within Net 30 days of date of invoice issue.

7) Credit accounts

Customers wishing to open a credit account with the company may be required to furnish the company with information as required such that the company may look to utilising third party credit reference agencies.

The company reserves the right to decline, withdraw or reduce credit facilities at any time without notice.

8) Carriage, Damage and Loss in transit

Unless otherwise stated any prices quoted will exclude carriage charges. Products will be return shipped by means of the companies designated courier unless specific shipping instructions are provided by the customer. If shipping insurance is required the customer should be notified in writing by the customer at time of order.

The customer is responsible for inspecting all items shipped from the company upon receipt and should report any damaged packaging to the courier immediately. Any subsequent loss or damage found to items shipped must be reported to the company within 48hrs of receipt.

Damaged items can only be returned after receiving an RMA from the company along with further shipping instructions.

Unless otherwise stated, the responsibility of risk of damage or loss to items will pass to the customer upon delivery.

9) Storage

Products may be stored at our premises up to a maximum of 3 months after receipt and may incur a storage charge, at our discretion, of £5.00 GBP per week for each week (or part thereof) for which the product remains on our premises after cessation of our quotation validation period. Customers will be advised after 3 months to either arrange collection of the product or cover the return shipping costs via advance payment within 7 days, after which the company reserves the right to dispose of the product in any which way it deems fit.

In the event that an item is disposed of any costs incurred by the company may be passed on to the customer.

10) Consequential loss and damage

Save as herein expressly provided, the Company shall not be liable for any indirect or consequential loss or damage of whatsoever nature or to whomsoever caused arising out of or in conjunction with any services provided by the company. The company's maximum liability shall be limited to the repair price quoted. The Customer shall indemnify the Company against all claims made against the Company by any third party in respect thereof.

11) Contingencies

The Company shall not be responsible for non-performance or delay in whole or in part of its obligations nor under any liability to the Customer in respect thereof if such non-performance or delay in performance is due to (but not limited to) unavailability of components, act of god, war, sabotage, civil disturbance, insurrection, government regulations, embargoes, strikes, labour, disputes, illness, Flood, fire, tempest, accident or any other cause beyond the control of the Company.

12) General

These terms and conditions are applicable for the power supply repair service offered by the company and replace all previous terms whether written or oral and shall be in lieu of and to the exclusion of all other warranties, conditions and other terms implied by statute or common law save implied terms which by law can not be excluded.

13) Legal construction

These T&C and the contract of which this document forms part shall in all respects be construed and operate in accordance with English law and the English courts shall have exclusive jurisdiction.