
TERMS AND CONDITIONS

Introduction:

If you buy goods on our site you agree to be legally bound by this contract. You may only buy goods from our site for non-business reasons. This contract is only available in English. No other languages will apply to this contract.

When buying any goods you also agree to be legally bound by:

- (1) our Website Terms and Conditions and any documents referred to in them
- (2) extra terms which may add to, or replace some of, this contract. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this contract at any time by giving one month's notice if we tell you extra terms apply.
- (3) specific terms which apply to certain goods. If you want to see these specific terms, please visit the relevant webpage for the goods at any time during the online checkout process

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made.

If you want to see this key information, please go to Terms and Conditions or..

- (1) click on the 'Terms and Conditions' link
- (2) contact us by using the contact details at the top of this page The key information we give you by law forms part of this contract (as though it is set out in full here). If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

1. ORDERS:

All orders and contracts place with Nilvent Ltd shall be accepted and executed solely in accordance with the conditions set out below whether or not the Buyer's conditions or purchase order or acceptance purports to disclaim or negate any of the following conditions.

Below, we set out how a legally binding contract between you and us is made. You place an order on the site by going to nilvent.co.uk. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

- (1) When you place your order at the end of the online checkout process (eg when you click on the Confirm Order button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.
- (2) We may contact you to say that we do not accept your order. This is typically for the following reasons:.. the goods are unavailable we cannot authorise your payment you are not allowed to buy the goods from us we are not allowed to sell the goods to you. You have ordered too many goods there has been a mistake on the pricing or description of the goods



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(3) We will only accept your order when we email you to confirm this (Confirmation Email). At this point: a legally binding contract will be in place between you and us, and we will dispatch the goods to you. If you are under the age of 18 you may buy any goods from the site.

No variations or additions to these conditions of sale will be recognised by the Company unless specifically accepted and confirmed in writing by an officer of the Company. Quotations unless previously withdrawn shall be valid only for the specific period shown on the quotation. All orders verbal or written are accepted at the time that the Company's written acknowledgement has been dispatched to the Buyer. The Company may refuse to accept and execute any orders placed with it. All quotations made and all orders accepted by representatives or agents of the Company remain subject to confirmation by the company.

Blanket / Call-off Orders: Any agreed blanket purchase orders will be valid for up to a maximum of 12 months or the period agreed in writing by Nilvent Ltd. This period will commence from the initial date stated on the first Nilvent Order Acknowledgement. Once this time (i.e. 12 months) has expired, any outstanding quantities of goods will be immediately invoiced to the customer. The Company also reserves the right to invoice and ship goods held on stock on the customers' behalf in the event of a call-off order cancellation.

2. PRICES:

The price of the goods is in pounds sterling (£)(GBP) includes VAT at the applicable rate. Unless otherwise specified, packaging and carriage costs shall be in addition to the quoted prices.

3. DELIVERY:

The Company will not be responsible for non-delivery or for any delay in delivery or for any loss or damage whatsoever caused directly or indirectly by reason of fire or breakdown at the company's own premises or that of its suppliers, acts of God, war, strikes, lock-outs, shortages of raw materials or tools or by any other circumstances outside the Company's control. In such cases the Company may suspend orders or withdraw quotations.

Goods ordered will be dispatched on the quoted delivery date wherever possible, however date of delivery cannot be guaranteed and under no circumstances shall the Company be liable for any consequential loss or damage arising from delay in delivery or by any failure to deliver. Any time for delivery mentioned within a quotation shall date from the receipt by the Company of the Buyer's acceptance and written order to proceed and/or of all the information drawings and complete specifications needed to complete the order. In particular but without prejudice to the generality of the foregoing forward delivery dates are given in good faith. Delivery shall be affected and the risk shall pass to the Buyer or his authorized agent or any person whom the person effecting delivery reasonably assumes to be so authorized or in the event of delivery being undertaken by an independent contractor, when the goods shall be handed over to the independent contractor or his authorized agent.



Any claims regarding quantities and/or loss and/or damage in transit shall only be considered if made within 72 hours of receipt of the goods. In the case of damage in transit and on specific instructions from the company, the customer shall return the goods securely packed in the original packing carriage paid and quoting the customers advice note, giving the reason for return, the number and date of the company's invoice.

If the customer is notified that that any goods are due and ready for delivery and shall not thereupon accept delivery of the same, the goods shall (without prejudice to any other consequences) be stored at the Customer's risk and expense at a reasonable charge but for the purpose of determining the due dates of payment and the passing of the risk the goods shall be deemed to have been delivered when first tendered.

4. CLAIMS FOR DEFECTS:

All reasonable care will be taken by the Company to ensure that goods equipment and services conform to the Company's standards or to the appropriate specification within the limits of reasonable commercial accuracy and tolerance and are of good materials and workmanship. The Company will only accept responsibility if:

1. The goods have not been overloaded nor been misused.
2. The goods shall have been installed in accordance with the wiring instructions provided and any Assembly / Operation & Maintenance instructions issued by ACI. the Buyer shall have been given access to verify the same.
3. The correct electrical supply specified shall have been used.
4. No dismantling or repairs have been made to the goods otherwise than by the company or its authorized agent.

The goods shall have been returned carriage paid to the Company or its authorized agent. In addition to any other rights the Buyer may have and provided there are no exceptions to sub-clauses a. to e. inclusive above the Company shall at its discretion repair or replace the said goods free of charge to the Buyer apart from the cost of the goods being returned to the Company which shall be the liability of the Buyer if returned to the Company within (12) twelve months of the date of the delivery note for the goods.,

The Company will not accept any liability whatsoever for consequential loss or damage which may in any way arise out of goods, equipment or services supplied or any defects in them.

Notwithstanding anything hereinbefore contained, no claims in respect of any defect are received by the Company within 72 hours of delivery.

5. INDEMNIFY AND RISK:

The Buyer shall indemnify the Company against all claims in respect of any loss injury or damage



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sustained by a third party howsoever caused after receipt of goods or services by the Buyer or after the property has passed from the Company whichever is the earlier.

6. PAYMENT FOR GOODS AND SERVICES:

Payment shall be due agreement terms following month of invoice. The event of payment becoming overdue the Company reserves the right to charge interest on the invoice price or the balance from time to time outstanding at the compound rate of 5%. Should payment become more than 30 days overdue, the company reserves the right to pass the matter to collection agents and to charge any costs, including the collection agent's fees, back to the customer.

7. ADVERTISING:

Catalogues, price lists and other advertising matter are only an indication of the type and range of goods, equipment and services offered by the Company and no particulars therein shall be binding on the Company and they shall not form part of any order or contract between the Company and the Buyer.

8. SPECIFICATION BY THE BUYER:

The Buyer shall indemnify and keep indemnified the Company against all claims costs damaged and expenses incurred by or for which the Company may become liable as a result of the carrying out of any work required to be done on or to the goods in accordance with the requirements or specifications of the Buyer.

9. DEFAULT:

If the Buyer makes default in any payment or commits any breach of the terms and conditions of the order or agreement or suffers distress or execution or becomes insolvent or commits any act of bankruptcy or enters into any arrangement or composition with his creditors or is put into liquidation (other than solely for amalgamation or reconstruction) or if a Receiver is appointed over any part of the Buyer's business, the Company may without prejudice to any rights which may have accrued or that may accrue to it as is option inter alia:

1. Require payment in advance for all or any deliveries or
2. Suspend any further deliveries until such default or breach is rectified or
3. Cancel the order and/or
4. Cancel or procure cancellations of any other orders which the Buyer has placed with the Company so far as any goods remain to be delivered there under or
5. Refuse to execute any order or agreement.



10. TITLE:

1. Notwithstanding delivery and the passing of risk the property on the goods supplied to the Buyer shall remain with the Company and shall not pass to the Buyer until the amount due under the invoice for them has been paid for in full.
2. Until title passes the Buyer shall hold the goods as bailee for the Company and shall store or mark the goods so that they can at all times be identified as the property of the Company.
3. The Company shall be entitled at any time before title passes to repossess and dismantle without being liable for any damage caused by so doing and use or sell all or any of the goods and so terminate (without any liability to the Buyer) the Buyer's right to use or sell or otherwise deal in them and for these purposes to enter any premises of the Buyer.
4. The Company shall be entitled to maintain an action for the price of any goods notwithstanding that title in them has not passed to the Buyer.
5. Risk on the goods passes when they are delivered to the Buyer.
6. If the Buyer fails to take delivery of the goods or any part of them on the due date and fails to provide any instruction documents licenses or authorizations required to enable the goods to be delivered on the due date the Company shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the goods upon which risk in the goods shall pass to the Buyer and delivery shall have been deemed to have taken place and the Buyer shall have to pay to the Company all costs and expenses including storage and insurance charges arising from its failure.

11. DATA PROTECTION:

You acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and that your personal data will be processed by and on our behalf in connection with your order

12. PRIVACY POLICY:

What data we collect and when Nilvent Ltd collects information in several ways. We collect this information through secure registration forms, secure online payment forms, clickstream tracking and automatic logging files or by telephone or email conversations.

First & Last name: We will require your first and last name so that you can be identified. We gather this information to allow us to process your order.



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Email address: We store an email address against all orders placed online. This will be used for transactional and confirmation emails that relate to your order or account.

Your order history: We will keep a record of your historic placed orders with invoice receipts

Phone numbers: If you provide us with your mobile number, we may ring you to get additional information, or to update you on the progress of your delivery. This number may also be given to our courier services so that they can contact you in case of delivery difficulties.

Company name, invoice & postal addresses: This information is used to ensure goods and services are delivered to the address specified and is necessary to provide our service to you. If you place an order, we will require your payment card details e.g. credit/debit card number and expiry date but these details are shredded immediately after purchase so cannot be re-called. Any other relevant information supplied by you at the time of ordering by way of the notes section online or email/telephone contact is also stored.

Cookies:

We do employ cookies. A cookie is an element of data that a web site can send to your browser, which may then store it on your system. Cookies allow us to understand who has seen which pages and products, to determine how frequently particular pages are visited and to determine the most popular areas of our web site. Cookies also allow us to make our web site more user friendly by, for example, allowing us to save your password so that you do not have to re-enter it every time you visit our web site.

We use cookies so that we can give you a better experience when you return to our web site. Most web browsers automatically accept cookies. We also use Google analytics cookies to track website performance. You do not have to accept cookies, and you should read the information that came with your browser software to see how you can set up your browser to notify you when you receive a cookie, this will give you the opportunity to decide whether to accept it. You will also get an option to not accept the Google Analytics cookie the first time you visit the website. The other session-based cookies contain no personal information and are required by the website.

The information collected by Nilvent Ltd. will be used for internal business processes only. Users who provide information will receive, confirmation by email. Registered users will have the option to receive additional announcements from us about products, services, and special deals. Out of respect for the privacy of our users we present the option to not receive these types of communications. Here is how we will use your personal data and why:

To process any orders that you make with Nilvent, by phone or using our website. If we do not collect your personal data during checkout, we will not be able to process your order and comply with our legal obligations.

To respond to your queries, refund requests and complaints. Handling the information, you send enables us to respond.

To store address details on your account to enable easy re-ordering.

To provide couriers with enough information to deliver your goods.

To provide payment providers with enough information to process the transaction.





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To protect our business and your account from fraud and other illegal activities. This includes using your personal data to maintain, update and safeguard your account.

To process payments and to prevent fraudulent transactions. We do this on the basis of our legitimate business interests. This also helps to protect our customers from fraud. To send you relevant, personalised communications by email in relation to updates, offers, services and products.

To send you communications required by law or which are necessary to inform you about our changes to the services we provide you. For example, updates to this Privacy Policy, product recall notices, and legally required information relating to your orders. These service messages will not include any promotional content and do not require prior consent when sent by email or text message. We offer links to other web sites. Please note: When you click on links to other Web sites, we encourage you to read their privacy policies. Their standards may differ from ours. Our web site offers reviews. Please be advised that information posted in these venues becomes public knowledge.

Protection of your data:

We take security very seriously and make shopping online as safe as in any high street retail store. Your browser will go into secure mode as soon as you click to go into the payment page so before you enter any personal or payment details. You can check that you are shopping in a secure environment by looking for either a locked padlock icon, or an image of a key in the grey bar at the bottom of your browser screen. Being in secure mode means that all of your details are encrypted to help keep them secure.

