



# Telexsus Ltd General Terms and Conditions of Sale

These Terms and Conditions ("Terms") govern the sale of goods and services by Telexsus Ltd ("the Supplier") to any business customer ("the Customer"). By placing an order, the Customer agrees to be bound by these Terms.

## 1. Application of Terms

- 1.1. These Terms apply to all contracts for the sale of goods between the Supplier and the Customer to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.
- 1.2. No variation of these Terms shall be binding unless agreed in writing by a director of the Supplier

## 2. Orders and Acceptance

- 2.1. All orders are subject to acceptance by the Supplier.
- 2.2. The Supplier reserves the right to reject any order prior to confirmation.
- 2.3. Once confirmed, orders are binding on the Customer and cannot be cancelled without the Supplier's written consent.

## 3. Delivery

- 3.1. Delivery dates are estimates only and time for delivery shall not be of the essence.
- 3.2. Delivery shall be completed when the goods are delivered to the Customer's premises or any other agreed location.
- 3.3. Risk in the goods passes to the Customer upon delivery. Title shall pass only upon full payment.

## 4. Terms of Payment

- 4.1. The Supplier shall be entitled to invoice the Customer for the cost of all Goods supplied on or at any time after Delivery of the Goods.
- 4.2. The Customer shall pay the price of the Goods as invoiced by the Seller within 30 days, unless otherwise stated in writing and agreed by both parties.
- 4.3. In the event of any late payment, the Supplier shall be entitled to charge the Customer statutory interest and, where applicable, fixed-sum compensation and reasonable recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended by subsequent regulations.

## **5. Taxes**

- 5.1. All prices are exclusive of VAT, customs duties, and any other applicable taxes, which shall be added to the invoice at the prevailing rate unless the Buyer provides a valid exemption certificate acceptable to HM Revenue & Customs (HMRC).

## **6. Inspection and Acceptance**

- 6.1. The Customer shall inspect the goods immediately upon delivery.
- 6.2. Any claims for shortages or visible damage must be notified to the Supplier in writing within 3 working days of delivery.
- 6.3. If no such notice is given, the goods shall be deemed accepted.

## **7. Returns and Non-Returnability**

- 7.1. The sale of goods and services under these Terms is strictly business-to-business. As such, consumer rights of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.
- 7.2. Once an order has been placed by the Customer, the Customer shall have no right to return the goods, whether for credit, refund, or exchange, unless expressly agreed in writing by the Supplier.
- 7.3. The Supplier is under no obligation to accept returns of surplus, unwanted, or incorrectly ordered goods.
- 7.4. Custom, made-to-order, or bespoke goods are non-returnable under all circumstances once the order has been accepted by the Supplier, irrespective of delivery or acceptance.

## **8. Warranty**

- 8.1. The Supplier warrants that the goods will conform in all material respects to their description and be free from material defects in design, material, and workmanship at the time of delivery.
- 8.2. Except as set out in this clause, all warranties, conditions, and terms implied by law, trade, or custom are excluded to the fullest extent permitted by law.

## **9. Limitation of Liability**

- 9.1. Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, or any other liability which cannot lawfully be excluded under UK law.
- 9.2. Subject to 9.1, the Supplier shall not be liable for:
- a) loss of profits, business, goodwill, or anticipated savings;

b) indirect or consequential loss or damage.

9.3. The Supplier's total liability in respect of any claim shall not exceed the price paid for the goods giving rise to the claim.

## **10. Governing Law and Jurisdiction**

10.1. These Terms, and any dispute arising under them, shall be governed by and construed in accordance with the laws of England and Wales.

10.2. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.