



hearing products for a better life style

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Terms and Conditions of Sale and Supply – Business

1 General

- 1.1 What these Terms cover. Sarabec Limited ("we", "us" or "our") operate these Terms and conditions of sale and supply to sell its products to its business customers. These Terms in conjunction with our Privacy Policy, Website Terms of Use Policy and Website Acceptable Use Policy tells you information about us and the legal terms and conditions on which we supply products from us to you and how we deal with your information.
- 1.2 Who these Terms cover. These Terms will apply to any contract for the sale and supply of our products between us and any non-consumer group or organisation (charity, private business, public business or government organisation).
- 1.3 Where these Terms apply. These Terms apply to any orders placed directly with us or placed via our websites at www.sarabec.com or www.accesstosound.com.
- 1.4 Why you should read them. Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any products from us.
- 1.5 You should keep a copy of these Terms and our other policies for future reference.
- 1.6 These Terms and our other policies and contract between us are only available in the English language.

2 Information about us and how to contact us

- 2.1 Who we are. Sarabec Limited, a private limited company registered in England, company number 02125618. Our registered office is at 15C High Force Road, Riverside Park Industrial Estate, Middlesbrough, TS2 1RH, United Kingdom.
- 2.2 How to contact us. You can contact us by telephoning our customer service team at 01642 247789 or by writing to us at 15C High Force Road, Riverside Park Industrial Estate, Middlesbrough, TS2 1RH United Kingdom. If you wish to give us formal notice of a matter in accordance with these Terms, please see clause 14.
- 2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us with your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these Terms, this includes faxes, emails and postal mail.

3 Our contract with you

- 3.1 Placing an order with us. We accept purchase orders in writing from groups and organisations who have an account with us. Please ensure a purchase order reference is used. We will also accept orders by telephone using your account reference and a purchase order reference.
- 3.2 How we will accept your order. Our acceptance of your order will take place when we have verified that the requirements of your purchase order can be met. A contract will come into existence between you and us at that point.
- 3.3 If we cannot accept your order. If we are unable to accept your order, we will inform you of this as soon as practical and will not charge your account. We may not be able to accept your order because the product is out of stock, because we have identified an error in the price or description of the product, because we are unable to meet a delivery deadline you have specified or because of unexpected limits on our resources which we could not reasonably plan for. If we can agree with you on changes to your purchase order, we will continue to process and accept it. Should you have prepaid for your order and we cannot agree a remedy we will refund you in full the amount you had prepaid for the all or part of the order we cannot fulfil as soon as practical.
- 3.4 We will assign an order number to your order. If you have requested an order acknowledgement our order number will be shown on that. If you have a query about your order, please tell us your purchase order reference or our order number whenever you contact us about your order.
- 3.5 We will invoice your organisation within two working days of despatch of your order.
- 3.6 The person placing the purchase order on behalf of a business or organisation will have the authority to bind that business organisation to purchase products from us.
- 3.7 These Terms and our Privacy Policy, Terms of Use and Acceptable Use Policy constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 3.8 You acknowledge that in entering into a contract with us you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or our Privacy Policy, Terms of Use and Acceptable Use Policy.
- 3.9 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

4 Our products

- 4.1 Full descriptions of our products are given in our current catalogue or on our website.
- 4.2 Our products are only suitable for the intended uses described; any other use is at your own risk.
- 4.3 As part of a programme of product development we reserve the right to improve and update product designs. Products from organisations outside of our control may change without notice.
- 4.4 Products may vary slightly from their pictures. The images of the products shown in our catalogues or our websites are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.5 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website are approximate only.
- 4.6 Product packaging may vary. The packaging of the product may vary from that shown in our images.

- 4.7 Making sure your measurements are accurate. If we are making the product to measurements you have given us, you are responsible for ensuring that these measurements are correct.

5 Your rights to make changes

- 5.1 If you wish to make a change to the purchase order you have sent, please contact us as soon as possible. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6 Our rights to make changes

- 6.1 We may amend these Terms from time to time. These Terms will show the date when they were issued by us. Please contact us if you need a copy of our latest Terms or refer to our website.
- 6.2 Every time you order products from us, the Terms in force at the time of your order will apply to the contract between you and us.
- 6.3 If these Terms change between your placing the order and our acceptance of your order, we will contact you to let you know how to cancel the contract if you are not happy with the changes. You may cancel either in respect of all the affected products or just the products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant products you have already received, and we will arrange a full refund of the price you have paid, including any delivery charges.
- 6.4 Minor changes. We may change the product and these Terms to reflect changes in relevant laws and regulatory requirements and change the product to implement minor technical adjustments and improvements (which will not affect your use of the product) but, if we do so, we will notify you and explain the effects of these changes before the changes take effect.
- 6.5 More significant changes to the products and these Terms. In addition, we may make more significant changes to these Terms or the product, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

7 Delivery

- 7.1 Delivery costs. The costs of delivery will be as per our current delivery charge tariff. If your purchase order does not itemise this, we will inform you what your options are before we accept your order.
- 7.2 When we will provide the product. We aim to despatch all goods within 2 working days of receipt of the purchase order. Delivery to UK addresses may take up to 3 working days from the date of despatch dependent on your geographical location. If a delivery is not possible within these timescales we will contact you with an estimated delivery date or to agree a delivery date.
- 7.3 Delivery is made by independent carriers. The independent carrier may require a signature from you on delivery of your order.
- 7.4 It is your responsibility to check the products upon delivery. If products do not appear to be in good condition, then please refuse delivery. If you are unable to check the contents of your delivery at the point of delivery, then please sign for the delivery as "Unchecked". Failure to do so may affect warranty or claims you make thereafter and any claim we have against the carrier.
- 7.5 We are not responsible for delays outside our control.

- 7.5.1 An event outside our control means any act or event beyond our reasonable control, including for example strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 7.5.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by an event outside our control. An event outside our control is defined above in clause 7.5.1. If an event outside our control takes place that affects the performance of our obligations under a contract:
- 7.5.2.1 we will contact you as soon as reasonably possible to notify you; and
 - 7.5.2.2 our obligations under a contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our delivery of products to you, we will arrange a new delivery date with you after the event outside our control is over.
- 7.6 Collection by you. If you have asked to collect the products from our premises, you can collect them from us at any time during our normal working hours on weekdays (excluding public holidays).
- 7.7 If you are not available when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we or our courier will attempt to leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.8 If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.
- 7.9 When you become responsible for the product. The product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.10 When you own goods. You own the goods once we have received payment in full.
- 7.11 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.12 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:
- 7.12.1 deal with technical problems or make minor technical changes;
 - 7.12.2 update the product to reflect changes in relevant laws and regulatory requirements;

- 7.12.3 make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.13 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 7 days in any 30-day period, you may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 7 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.14 We may also suspend supply of the goods or services if you do not pay. If you do not pay us for the goods or services when you are supposed to (see clause 11.5) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the goods or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods or services. We will not suspend the goods or services where you dispute the unpaid invoice (see clause 11.7). We will not charge you for the goods or services during the period for which they are suspended. As well as suspending the goods or services we can also charge you interest on your overdue payments (see clause 11.6).

8 Your rights to end the contract

- 8.1 You may cancel the contract with us, but you must apply in writing. We reserve the right to decline your request.
- 8.2 If we have not despatched the goods we reserve the right to charge any related expenses in preparing your order.
- 8.3 If on the date of your request we are already manufacturing products to your specification, we reserve the right to charge the full price of such products and pass on any related expenses.
- 8.4 If we have despatched the goods we may agree to the products being returned to us at your cost but we may charge you a fee as a result of your breaking the contract.
- 8.5 If you have paid for the products and you break the contract we will refund any money you have paid but we may charge you a fee as a result of your breaking the contract.

9 Our rights to end the contract

- 9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:
- 9.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
 - 9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, specifications, dimensions, or wording for personalised goods;
 - 9.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
 - 9.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services.
- 9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will endeavour to let you know at least 14 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10 If there is a problem with the product

10.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us at the address shown in how to contact us.

10.2 We warrant that on delivery any products shall:

10.2.1 conform in all material respects with their description;

10.2.2 be free from material defects in design, material and workmanship; and

10.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

10.3 Subject to clause 10.4 we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full if:

10.3.1 you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in clause 10.2;

10.3.2 we are given a reasonable opportunity of examining such products; and

10.3.3 you return such product to us at our cost,

10.4 We will not be liable for a product's failure to comply with the warranty in clause 10.2 if:

10.4.1 you make any further use of such product after you discover that a product does not comply with the warranty set out in clause 10.2;

10.4.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;

10.4.3 the defect arises as a result of us following any drawing, design or specification supplied by you;

10.4.4 you alter or repair the product without our written consent; or

10.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions.

10.5 Except as provided in this clause 10.2 to 10.6, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 10.2.

10.6 These Terms shall apply to any repaired or replacement products supplied by us under clause 10.3.

11 Price and payment

11.1 Where to find the price for the product. The price of the product will be that indicated in our current publications on the date when you placed your order. We use our best efforts to ensure that the price of product advised to you is correct. However please see clause 11.4 or what happens if we discover an error in the price of the product you order. The price of the product does not include delivery charges.

11.2 Inclusion of VAT. VAT is calculated at the prevailing rate at the date of invoice. Should the applicable rate of VAT change from that shown in our publications, calculations will be based on the new rates and charged to you accordingly.

- 11.3 If you have already paid for the products in full before the change in VAT takes effect, we will have to pass on those changes in the rate of VAT.
- 11.4 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 11.5 When you must pay and how you must pay. We accept payment by direct Bank Transfer or Corporate payment card. The goods must be paid for according to the Terms of your account with us which will be shown on your invoice.
- 11.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 11.7 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

12 Our liability to you

- 12.1 We only supply products to you for use in conjunction with your business.
- 12.2 Nothing in these Terms limits or excludes our liability for:
- 12.2.1 death or personal injury caused by our negligence;
 - 12.2.2 fraud or fraudulent misrepresentation;
 - 12.2.3 breach of the Terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 12.2.4 defective products under the Consumer Protection Act 1987.
- 12.3 Except to the extent expressly stated in clauses 10.2 to 10.6 all Terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 12.4 Subject to clause 12.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for:
- 12.4.1 any loss of profits, sales, business, or revenue;
 - 12.4.2 loss or corruption of data, information or software;
 - 12.4.3 loss of business opportunity;
 - 12.4.4 loss of anticipated savings;
 - 12.4.5 loss of goodwill; or
 - 12.4.6 any indirect or consequential loss.

12.5 Subject to clause 12.1, our total liability to you in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the products.

13 How we may use your personal information

13.1 How we will use your personal information. We will use the personal information you provide to us:

13.1.1 to supply the products to you;

13.1.2 to process your payment for the products; and

13.1.3 if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.

13.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

13.3 For full details of our how we handle your data please refer to our Privacy Policy.

14 Communications between us

14.1 Any notice or other communication given by you to us, or by us to you, under or in connection with the contract shall be in writing and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service or e-mail.

14.2 A notice or other communication shall be deemed to have been received; if delivered personally, when left at our address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.

14.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15 Other important terms

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

15.2 You need our consent to transfer your rights to someone else (except that you can always transfer any guarantee given by us). You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. We may not agree if we reasonably believe that the person to which you wish to transfer your obligations will not be able to fulfil the obligations to be transferred. However, you may transfer a guarantee given by us in relation to the product to a person who has acquired the product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

- 15.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.
- 15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.6 Which laws apply to this contract and where you may bring legal proceedings.
- 15.6.1 A contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.6.2 We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a contract or its subject matter or formation (including non-contractual disputes or claims).