

ORDERING INFORMATION

Placing an Order couldn't be easier
When ordering by telephone please:

1 Call our sales team on:
01873 852742
(Int'l: +44 1873 852742)

2 State the radio model(s) you use

3 Give the part number for the case style(s) you require

Remember, if you don't see here what you want please ask. Our sales team have in-depth knowledge of our very extensive range of radio cases.

If we don't already have exactly what you want we will be very pleased to make it for you.

4 Specify, if necessary, any optional features for the cases

For example, leather colour, logo embossing requirements, Klick Fast upgrade etc

We'll then ask you for:

1 Your Account Reference

If you do not have an account, a wide range of payment methods are available, please see below

2 Your Company's Order Number

3 Your Address details

We will need both a Delivery and an Invoice address

4 A Contact Name and Telephone Number for this order

To enable us to contact you should the need arise

5 Any special delivery instructions

For example, regarding your preferred packing and delivery methods (see below)

Or Fax your order to us on

01873 857573

(Int'l: +44 1873 857573)

PAYMENT OPTIONS

Payment methods include:

Account, BACS, CHAPS, Visa, MasterCard, Amex, Solo, Maestro, Cheque or by Pro-forma Invoice



PACKING AND DELIVERY OPTIONS

Packing Options

Unless otherwise requested, cases are packed in individual cells in boxes of 12, 25 or 50 items. We are always happy to meet any particular packing requirements that you might have.

Delivery Options

Next day delivery by Courier, Royal Mail Special Delivery or Recorded Post. Alternatively, we are happy for you to arrange your own collection.

CONDITIONS OF SALE

1 CONTRACT

- 1.1 Contracts with Peter Jones (ILG) Limited ("the Company") will be for the supply of the Company's products ("the Products").
- 1.2 A contract between the Company and the customer will only exist when the Company accepts the customer's order ("the Order")
- 1.3 Each contract shall consist of the Order, any written acceptance of the Order by the Company, these conditions of business ("the Conditions") and such other express terms as the Company and the customer agree in writing ("the Contract")
- 1.4 In the event that:-
 - (a) the terms of the Order are in conflict with any of the Conditions, the Conditions shall prevail.
 - (b) the express terms agreed between the parties are in conflict with any of the Conditions, the express terms shall prevail.
- 1.5 The customer acknowledges that it has not been induced to enter into the contract by any representation made by or on behalf of the Company other than those contained in the Contract.

2 QUOTATION AND PRICES

- 2.1 The Company will invoice the Customer at the Company's prices ruling on the date the Order is accepted.
- 2.2 Prices quoted in the Company's quotations or price lists:-
 - (a) are those then current and shall not be binding on the Company;
 - (b) do not include Value Added Tax
- 2.3 Packaging and carriage will be charged extra.

3 ORDERS

- 3.1 All orders by the customer must be numbered, identify the Products by reference to a catalogue number and a description of the Products, specify the address to which the Products are to be consigned and the address to which the invoice is to be sent.
- 3.2 Telephone Orders must be confirmed in writing by the customer within 48 hours on order forms marked "Confirmation of Telephone order".
- 3.3 By agreement between the Company and the customer Orders for the Products may be established for delivery by instalments. Where the Products are delivered by instalments in accordance with this Condition 3.3 each delivery shall be deemed to constitute a separate enforceable contract.

4 CATALOGUES, etc

Any description of the Product's appearing in the Company's catalogues, brochures and other publications is believed to be correct and up-to-date but is not warranted by the Company.

5 SPECIFICATION AND MATERIAL

- 5.1 All products will be supplied to the Company's specifications current at the date of commencement of manufacture of the Products.
- 5.2 Products will be made from the Company's standard materials but, if, for any reason, such materials are unavailable, the Company reserves the right to substitute the most suitable alternative that can be obtained at the time of manufacture.
- 5.3 The Company will repair or at its option replace any Products that, after proper use, prove to be defective in materials or workmanship within a period of 12 calendar months after the date of delivery provided that (a) the Company is notified of the defect by letter, fax or e-mail within 24 hours of the alleged defect becoming apparent and the Product and any garment the Product is attached too is returned to the Company within 7 days of notification; (b) the Product has only been used in conjunction with components sourced through the Company specifically for use with the Product; (c) only cleaning agents or other chemicals approved by the Company have been used on or have come into contact with the Product and/or garment to which it is attached; (d) the Product was attached to the garment in accordance with the Company's published guidelines.
- 5.4 The warranty in condition 5 shall not apply to Products which (a) have been cut, processed or interfered with other than by the Company or which have not been stored, handled or used in accordance with the Company's instructions and recommendations; and/or (b) were not orders by an official Order correctly detailing the goods supplied.

6 LIMITATIONS OF LIABILITY

- 6.1 The Company accepts no liability for any damage or loss arising from the use of the Products in hazardous conditions.
- 6.2 The Company excludes all liability permitted to be excluded by law. Specifically the Company shall not be liable for any consequential or indirect loss or for loss of profit whether in contract tort or otherwise as a result of the customer having entered into the contract and the Company's prices are set accordingly.
- 6.3 The Company's total liability under the Contract shall be limited to the price of the Product from which the liability stems and the total aggregate liability in any twelve month period shall be limited to £10,000 or the Contract price whichever is the lesser.
- 6.4 Nothing in this condition 6 or elsewhere in the contract shall be taken as limiting the Company's liability in respect of death or personal injury.
- 6.5 Due to the lack of legislation controlling the manufacture of cases, straps and belts, the use of the words 'intrinsically safe' is based on tests by an independent body who have classified one sample case in the Peter Jones (ILG) Ltd range as being suitable for use in zones 1, 2, 20, 21 and 22. However no warranty is provided in respect of such usage and customers should always carry out their own test to determine safety of usage in hazardous areas.
- 6.6 The customer acknowledges that all designs or artwork supplied by the Company from time to time or relating to the Products or their labelling or packaging and all intellectual property in respect of it belongs exclusively to the Company. The customer shall not use any of those designs, artwork or other intellectual property except as expressly permitted in these Conditions or in the Order.

7 SHORTAGE DAMAGE AND NON-DELIVERY

No claim against the Company for shortage, damage in transit or non-delivery will be entertained unless:-

(a) shortage of or damage to the Products is reported in writing to the Company and the carrier within seven days of receipt of the Products.

(b) non delivery of the Products is reported in writing to the Company and the carrier within seven days of the date of despatch as notified to the customer on invoice.

8 NON-ACCEPTANCE OF DELIVERY

If the customer fails to take or accept delivery of the Products the price shall nevertheless be paid in accordance with Condition 12 as if delivery had taken place. The Company shall be entitled to charge the customer for storage, insurance and other expense reasonably incurred or suffered by the Company as a result of such failure but the Company shall not be bound to take any steps for the custody or care of the Products or be liable for any loss or damage suffered by the customer arising there from.

9 DELAY

Any times quoted for delivery are to be treated as estimates only and will not involve the Company in any liability for failure to deliver the Products within such time. Where for any reasons delivery of the Products to the customer is delayed the customer shall take delivery of the Products sold within 3 days of being requested by the Company.

10 FORCE MAJEURE

The Company shall not be liable for failure to comply with the term of the contract owing to an event of force majeure including but not limited to Act of God, riots and civil commotion, war, disease, strike, lock-out, labour disputes, fire or any other cause whatsoever beyond the Company's control.

11 ACCEPTANCE

The customer will inspect all Products on receipt and in the event of any complaint will immediately notify the Company's in writing giving details of the nature of the complaint.

12 PAYMENT

- 12.1 Except where a credit account has been opened for the customer by the Company, payment shall be made in cash as soon as the Products have been delivered or against a pro-forma invoice.
- 12.2 Credit account invoices are due for repayment on the last day of the month following that in which the invoice is dated. All invoices are net of VAT or any other tax payable, which is to be paid by the customer.
- 12.3 Any failure by the customer to pay the invoices on the due date will entitle the Company to withhold fulfilment of the Company's further obligations under the Contract or any other contract then subsisting between the Company and the customer.

13 PASSING OF PROPERTY AND RISK

- 13.1 The risk in the Products supplied by the Company shall pass to the customer on delivery.
- 13.2 The Company will remain the sole and absolute owner of the Products until payment of the price has been made in full. Until receipt by the Company of such payment the customer will hold the Products for the Company as fiduciary bailee and will store them upon its premises separately from its own products or those of any other person and in a manner which readily identifies it as the Products of the Company.
- 13.3 When payment for the Products is overdue or the customer suffers distress or execution to levied against his or its effects, makes an arrangement to composition with creditors or, being a corporate body, enters into liquidation or has an administrator or a receiver appointed for the whole or any part of its undertaking or, being an individual, has a receiving order in bankruptcy made against him, then:-

(a) if the customer remains in possession of the Products, whether or not the customer has sold them, the Company shall be entitled to recover the Products from the customers; or
(b) if the customer has parted with the possession of the Products by way of sale, having sold them as fiduciary bailee, the customer shall hold in trust so much of the proceeds of sale of the Products as represents the customer's liability to the Company in respect of them.

- 13.4 The Company may for the purpose of recovery of its Products enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

14 INSOLVENCY

The Company shall have the right to terminate the contract forthwith by notice in writing where the customer becomes insolvent or bankrupt or makes any arrangement with its creditors or suffers a receiver to be appointed or being a body corporate enters into liquidation (other than in connection with a reconstruction or amalgamation) in any of which cases the Company shall have no further obligations here under and the price for all Products delivered shall become immediately due and payable.

15 CONSUMER SALES

In consumer sales (as defined in the Unfair Contract Terms Act 1977) nothing in the Conditions shall affect customer's statutory rights.

16 NO RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.