01474 534 251
info@sprint-uk.com
sprint-uk.com

SPRINT ENGINEERING AND LUBRICANTS

SALES TERMS

These Sales Terms, together with any Order (defined in clause 1), set out the agreement (this '**Agreement**') under the terms of which Sprint Engineering and Lubricants Limited (Company Number: 02343919) being a company incorporated in England and Wales with registered office address at Unit G3 Imperial Business Estate, West Mill, Gravesend, Kent, England, DA11 0DL (**Sprint E&L, we, us, our**) provides goods and services (**Supply Goods**) to you or the company which you represent (the **Customer, you, your**).

1 ORDER, THIS AGREEMENT

(a) These Sales Terms will apply to all the Customer's dealings with Sprint E&L, including being incorporated in all agreements, quotations or order forms under which Sprint E&L is to provide products and/or services to the Customer, including but not limited to any purchases made via our website www.sprint-uk.com (**Website**) (each an **Order**) together with any additional terms included in such Order (provided such additional terms are recorded in writing).

(b) The Customer will be taken to have accepted this Agreement if the Customer accepts an Order, or if the Customer orders, accepts or pays for any products and/or services provided by Sprint E&L after receiving or becoming aware of this Agreement or these Sales Terms.

(c) In the event of any inconsistency between these Sales Terms and any Order, the clauses of these Sales Terms will prevail to the extent of such inconsistency, except that any "Special Conditions" (being terms described as such in an Order) will prevail over these Sales Terms to the extent of any inconsistency.

(d) The Customer is responsible for confirming that the Order accurately specifies (if applicable):

(i) the quantity and specifications of the Supply Goods required; and

(ii) the agreed Fees and other rates.

2 ORDERS

2.1 ORDERS

(a) In consideration for the payment of the fees set out in the Order (**Fees**), Sprint E&L will provide the Customer the Supply Goods specified in the Order.

(b) Unless otherwise agreed, Sprint E&L may, in its discretion:

(i) not commence work on any Orders until the Customer has paid any Fees or Deposit payable in respect of such Order; and

(ii) withhold delivery of an Order until the Customer has paid an invoice in respect of such Order.

2.2 BESPOKE ORDERS

(a) Where the Supply Goods in any Order are bespoke, made to order, or not currently in stock (**Bespoke Order**) we reserve the right to require a Deposit to accept your Order.

(b) We do not accept cancellations, nor offer refunds, in respect of Bespoke Orders.

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2.3 INSTALLATION NOT INCLUDED

Unless otherwise agreed in writing, installation is not included in the supply and delivery of the Supply Goods under any Order. The Customer is solely responsible for the installation of any Supply Goods.

2.4 CONSIGNMENT AND BONDED STOCK

Additional terms and conditions shall apply to Supply Goods:

(a) Which we supply to you on a consignment basis; or

(b) Which we agree to stock for you.

3 PAYMENT

3.1 PAYMENT OBLIGATIONS

(a) The Price payable by the Customer to Sprint E&L for Supply Goods is set out in the Order.

(b) We reserve the right to require payment for certain Supply Goods upfront.

3.2 DEPOSIT

If a deposit is specified in the Order, the Customer must pay the Deposit to Sprint E&L prior to the Order being placed.

3.3 PAYMENT PROCESS

(a) Sprint E&L will provide the Customer with an invoice for amounts payable for Supply Goods supplied under this agreement.

(b) The Customer must pay an amount due under a correctly rendered invoice within the time specified in the invoice and, in accordance with the payment instructions set out on the invoice.

3.4 LATE PAYMENTS

If the Customer does not pay Sprint E&L the amounts due and payable under an invoice on or before its due date, without limiting any of Sprint E&L' other rights under this agreement, the Customer must pay Sprint E&L interest at the rate of 8% plus the Bank of England base rate (statutory interest) per annum on each amount outstanding, from the due date for payment to the date on which the payment is received by Sprint E&L, plus any other amount Sprint E&L is entitled to claim under law including The Late Payment of Commercial Debts (Interest) Act 1998.

3.5 ONLINE PAYMENT PARTNER

We may use third-party payment providers (**Payment Providers**) to collect payments for Supply Goods. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

3.6 PRICING ERRORS

In the event that we discover an error or inaccuracy in the price at which your order was purchased (including delivery prices), we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your Order at the correct price or cancelling your Order. If you choose to cancel your Order and payment has already been debited, the full amount will be credited back to your original method of payment.

4 TITLE AND RISK

(a) Until the Supply Goods are paid for in full, title in those Supply Goods will be retained by Sprint E&L.

(b) Risk in the Supply Goods will pass on delivery to the Customer. Delivery may not be refused by the Customer.

(c) If the Customer does not pay for any Supply Goods on the due date for payment, the Customer authorises Sprint E&L, its employees and agents to enter any premises occupied by the Customer (or any other place where the Supply Goods are located) and use reasonable force to retake possession of the Supply Goods without liability for trespass or damage.

(d) Sprint E&L may at its option keep or resell Supply Goods retaken from the Customer.

(e) If the Customer sells the Supply Goods or sells items into which the Supply Goods are incorporated before payment in full has been made to Sprint E&L, the Customer acknowledges that such sale is made by the Customer as bailee for and on behalf of Sprint E&L, to hold the proceeds of sale on trust for Sprint E&L, in an account in the name of Sprint E&L, and must pay that amount to Sprint E&L on demand.

5 SPECIFICATIONS AND QUALITY

(a) Sprint E&L endeavours to ensure that the descriptions and specifications in relation to the Supply Goods on its website or in catalogues are accurate. However, photographs, drawings, illustrations, weights, volumes, dimensions and any other particulars accompanying, associated with or given in a quotation, descriptive literature, catalogue or our Website are based on information provided by manufacturers and suppliers and, as such Sprint E&L does not guarantee that those descriptions and specification are accurate or free from errors or omissions, except to the extent required by applicable law. Sprint E&L reserves the right to make any necessary corrections to the descriptions or specifications without notice.

(b) Sprint E&L will use reasonable commercial efforts to ensure Supply Goods supplied to the Customer under this agreement meet the specifications set out the corresponding Order (**Specifications**), however:

(i) the Customer acknowledges that the numerical values included in the Specifications depend on a variety of factors beyond Sprint E&L' control and are provided as a guide only; and

(ii) Sprint E&L cannot guarantee that the Supply Goods will be consistent with the Specifications and will not be liable for any failure of the Supply Goods to meet the Specifications.

6 DELIVERY

(a) Unless otherwise indicated, the Price for the Supply Goods does not include delivery.

(b) Sprint E&L will charge the Customer for delivery to the Delivery Address in addition to the Price, as set out in the Order.

(c) Subject to clause 6(d), Sprint E&L will deliver the Supply Goods ordered by the Customer under this agreement to the Delivery Address set out in the Order, or any other delivery address agreed between the parties in writing.

(d) If the delivery address for Supply Goods is different to the Delivery Address set out in the Order, Sprint E&L may charge the Customer additional delivery fees.

(e) If Sprint E&L is unable to complete the delivery within the agreed time schedule due to the Customer's absence or other fault of the Customer, the Customer will be liable for all

charges and costs incurred, including but not limited to warehousing, transportation and redelivery.

(f) If the Customer organises delivery independently of Sprint E&L, Sprint E&L shall not be held liable for non-delivery, lateness of delivery or loss or damage of Supply Goods during transit.

(g) Sprint E&L may, at its discretion, deliver the Supply Goods to the Customer in any number of instalments.

7 CHANGES TO YOUR ORDER

7.1 CANCELLATION BY US

We reserve the right to cancel your Order for any reason and will notify you of this as soon as possible. Where payment has already been debited, the full amount will be credited back to your original method of payment.

7.2 CANCELLATION BY YOU

Your Order is binding and cannot be changed by you, subject to the rest of this clause 7 - our refunds and exchanges process may apply.

7.3 CONTRACTS THAT CAN BE CANCELLED FOR CHANGE OF MIND

(a) Where the Customer is a consumer for the purpose of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel these terms (as they relate to the Supply Goods) within 14 days without giving any reason.

(b) This cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the relevant goods.

(c) To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement to us in writing, for example by emailing us using the contact details available on our website.

(d) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

(e) Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this agreement will survive and be enforceable after such termination or expiry.

(f) We do not offer change of mind cancellation for contracts for goods that are Bespoke Orders.

(g) For these goods, we are under no obligation to offer a refund under the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*.

(h) This does not affect your statutory rights in relation to faulty goods, as set out in clause 7.4.

7.4 FAULTY GOODS

(a) For all goods purchased, you may have statutory rights if your order has been damaged in transit or the goods were not of satisfactory quality or as described, which may entitle you to a replacement or refund.

(b) For businesses, you must notify us within 3 days of receiving your Order, if any goods are damaged, missing or faulty.

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(c) Nothing in this clause 7.4 will require us to provide a refund, repair or replacement in respect of loss or damage to goods caused by you, or otherwise caused to the goods after they entered your possession.

(d) If you do have the right to cancel these terms due to the relevant Supply Goods(s) being faulty, we will reimburse to you all payments received from you in respect of the relevant Supply Goods, including the cost of delivery (except for any supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

7.5 NOT FAULTS

(a) Supply Goods that have been subject to regular wear and tear will not be considered to be defective.

(b) Supply Goods which have not been used, maintained, stored, or installed as specified in the instruction manuals provided by us with the Supply Goods, will not be deemed defective if the defective is due to the misuse of the Customer.

7.6 RETURNS PROCESS

(a) If you wish to cancel this contract:

(i) due to change of mind, in accordance with clause 7.3; or

(ii) due to the goods being faulty, in accordance with clause 7.4,

we will reimburse you all payments received by you, including the cost of delivery (subject to clause 7.4(d)) and the process set out in this clause 7.5 will apply, provided that:

(iii) clause 7.3 applies to the relevant good; or

(iv) the relevant good is faulty in accordance with clause 7.4,

and if neither apply, then we may refuse your refund/cancellation request.

(b) We will use the same method of payment for issuing any refund owed to you using the method you used for your initial payment, unless we have expressly agreed otherwise.

(c) We may make a deduction from any reimbursement issued to you for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

(d) We will pay any refund owed to you without undue delay, and not later than:

(i) 5 business days after the day we received back from you any goods supplied;

(ii) (if earlier) 5 business days after the day you provide evidence that you have returned the goods; or

(iii) if there were no goods supplied, 5 business days after the day on which we are informed about your decision to cancel this contract (if applicable).

(e) For any valid cancellation under clause 7.1, we may withhold reimbursement until we have received the relevant goods back from you or you have supplied evidence of having sent back the goods, whichever is the earliest.

(f) For any requested refund under clause 7.4, we may withhold reimbursement until we have inspected the relevant goods, to ensure that they are faulty, and that a refund or replacement is appropriate.

(g) If you have received the goods and wish to cancel these terms under this clause 7.5:

(i) you must send back the goods to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation

from these terms to us (if this clause 7.5 is applicable). The deadline is met if you send back the goods before the period of 14 days has expired;

(ii) you will have to bear the direct cost of returning the goods;

(iii) you must provide us with an image of the packaged goods and postage tracking number; and

(iv) you will only be liable for any diminished value of a good resulting from your handling of the good to the extent that handling wasn't necessary to establish the nature, characteristics and functioning of the good.

(h) If Sprint E&L (in our sole discretion) accept the cancellation of an Order, or return of any Supply Goods (other than pursuant to clauses 7.3 or 7.4), we reserve the right to charge:

(i) a restocking fee of twenty-five percent (25%) of the relevant Order or Supply Goods cost; and

(ii) In the event you request us to collect the Supply Goods, a collection fee will be payable. We will notify you of the collection fee. If you choose not to pay the collection fee, you must (at your own cost) arrange for the Supply Goods to be returned to us.

8 FORCE MAJEURE

(a) Sprint E&L will not be liable for any delay or failure to perform its obligations under this agreement if such delay or failure arises out of a Force Majeure Event.

(b) If a Force Majeure Event occurs, Sprint E&L must use reasonable endeavours to notify the Customer of:

(i) reasonable details of the Force Majeure Event; and

(ii) so far as is known, the probable extent to which Sprint E&L will be unable to perform or be delayed in performing its obligations under this agreement.

(c) Subject to compliance with clause 8(b), the relevant obligation of Sprint E&L will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.

(d) For the purposes of this agreement, a 'Force Majeure Event' means any:

(i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;

(ii) strikes or other industrial action outside of the control of Sprint E&L; or

(iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or

(iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of Sprint E&L, to the extent it affects Sprint E&L' ability to perform its obligations.

9 LIABILITY

(a) To the maximum extent permitted by applicable law, Sprint E&L limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these terms or any Supply Goods or services provided by Sprint E&L, is limited to the total Fees paid to Sprint E&L by you in respect of the relevant Order.

(b) All express or implied representations and warranties in relation to Supply Goods and the associated services performed by Sprint E&L are, to the maximum extent permitted by applicable law, excluded.

(c) (**Indemnity**) You indemnify Sprint E&L and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':

(i) breach of any of these terms;

(ii) use of any Supply Goods, or other goods or services provided by Sprint E&L.

(d) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will Sprint E&L be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any Supply Goods or services provided by Sprint E&L (except to the extent this liability cannot be excluded under law.

(e) Nothing in these terms or any Order will exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.

(f) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these terms or an Order, including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of *the Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause will be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions will remain in full force and effect.

10 DATA PRIVACY

Sprint E&L will collect, store and process your personal data for the purpose of fulfilling our contractual obligations under this agreement, in accordance with our Privacy Policy here: https://ppe.sprint-uk.com/privacy-policy

11 NOTICES

(a) A notice or other communication to a party under this agreement must be:

(i) in writing and in English; and

(ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.

(b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:

(i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring Business Day in that state or territory; or

(ii) when replied to by the other party,

whichever is earlier.

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12 GENERAL

12.1 GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12.2 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

12.3 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

12.4 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

12.5 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

12.6 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

12.7 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

12.8 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

12.9 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

12.10 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

12.11 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

12.12 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

12.13 INTERPRETATION

(a) (**singular and plural**) words in the singular includes the plural (and vice versa);

(b) (**gender**) words indicating a gender includes the corresponding words of any other gender;

(c) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(d) (**person**) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

(e) (**party**) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(f) (**this agreement**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;

(g) (**document**) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;

(h) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;

(i) (**includes**) the word "includes" and similar words in any form is not a word of limitation; and

(j) (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

(k) (**currency**) a reference to £, or "pounds", is to pound sterling currency, unless otherwise agreed in writing.

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