



Energy Controls Group

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ENERGY CONTROLS GROUP

(incorporating Energy Metering Ltd and DigiCard Systems Ltd)

TERMS AND CONDITIONS OF SALE

These terms and conditions (the 'Terms') constitute sole terms and conditions under which Energy Controls Group ('the Company') shall sell its goods and/or services (the 'Goods' or 'Services') to you (the 'Customer'). No documents with other terms issued by the Customer shall bind the Company to operate as to vary the terms.

Payment and Documentation:

- a) Unless otherwise agreed the Company's payment terms are in advance by Proforma invoice.
- b) The Customer will supply the Company with full invoicing and delivery addresses for the purpose of supplying a Proforma invoice.
- c) Payment is by bank transfer or cheque; the Company does not accept credit/debit cards or PayPal payments.
- d) The Company's bank details can be found on the bottom of the Proforma invoice and the address details on the header of the Proforma invoice.
- e) Customers who hold a Credit Account with the Company must supply an official purchase order incorporating correct pricing and carriage charges and invoices must be settled within our terms of 30 days of the date of invoice.
- f) All prices on the Company's price lists are exclusive of carriage and VAT at the prevailing rate.
- g) All purchase orders relating to Card Token Meters, Card Tokens and Handheld Programmers shall be addressed to 'DigiCard Systems Ltd'.
- h) All orders relating to metering or anything other than the above products shall be addressed to 'Energy Metering Ltd'.

Delivery and Ownership:

- a) Goods in stock will be delivered within 7-14 days from receipt of payment when paying on Proforma.
- b) Goods in stock for Customers with an account will be delivered within 7-14 days from receipt of purchase order.
- c) Goods in stock for overseas Customers will be delivered within 28 days from receipt of payment on Proforma.
- d) Personalised Electricity Card Tokens will be delivered within 4-6 weeks from receipt of payment on Proforma (or receipt of purchase order for account Customers).
- e) Ownership of the Goods shall remain with the Company and will pass to the Customer once paid for in full.
- f) In the case of Proforma payment ownership of the Goods shall pass to the Customer once they leave the Company's premises if paid for in advance.
- g) Goods in transit with the Company's carrier shall be insured by the Company against loss or damage. Once delivered the risk shall immediately pass to the customer.
- h) All deliveries will be accompanied by a Delivery Note advising the contents of the package and quoting any purchase order number supplied.

Conformity of Goods:

All meters supplied by the Company conform to the following industry recognised standards:-

- a) Meters designed and accredited after October 2006 conform to **M.I.D.** (Measuring Instruments Directive) regulations.
- b) Meters designed and accredited before October 2006 are **certified and approved** by the Office of Gas & Electricity Markets (Ofgem) to BS EN 61036.
- c) All meters meet the requirements of the applicable European Directive(s) and display the CE mark.
- d) All meters supplied are Class 1 or 2.

Warranty:

All meters supplied by the Company carry a 12 month warranty against manufacturing defect. The following terms & conditions apply:-

- a) If a meter(s) is judged to be faulty it should be returned to the Company's premises at the Customer's own expense.
- b) When returning the meter the Customer should include documentation that clearly states the reported fault + contact details and a return address.
- c) Upon receipt the meter(s) will be inspected and tested and its condition will be noted and reported to the customer along with the results of tests carried out to ascertain the reported fault.
- d) Meter(s) returned under warranty and in good physical condition shall be repaired or replaced free of charge and returned to the Customer's premises at the Company's own expense.
- e) Any meter found with physical damage may incur a chargeable repair at rates applicable at the time.
- f) Extended Warranties are available to purchase at the time of ordering – please ask for further details and pricing.
- g) Warranties are transferable with ownership and the Company's terms and conditions of sale shall remain in force at all times.
- h) The Company does not issue refunds or accept returns for any goods ordered, supplied and invoiced unless found to be defective. Any defects or faults should be notified to the Company within 7 days of delivery.