

OPTAC Order Form

Name eMail Address

Position Your Purchase Order No.

Company Name
Company Address

Telephone number Fax Number

Delivery Address (if different)

Product	Price	Quantity	Total
OPTAC Fleet Viewer Kit	£495	<input type="text"/>	<input type="text"/>
OPTAC Away From Home Kit	£295	<input type="text"/>	<input type="text"/>
OPTAC Download Tool	£245	<input type="text"/>	<input type="text"/>
Replacement Dongle	£195	<input type="text"/>	<input type="text"/>

Shipping:	£6
Sub Total:	
VAT @ 17.5%:	
Total to pay:	

I have read and understood the Terms and Conditions of Sale for Stoneridge Electronics and agree to abide by them. I enclose a cheque for the total amount payable.

Authorised Signatory _____ Position _____

Name in Capitals _____ Date _____

TERMS AND CONDITIONS OF SALE

The following are the terms and conditions that apply to the sale of goods available from www.stoneridgeelectronics.co.uk/optac ("the Terms and Conditions"), a web site operated by Stoneridge Electronics Limited ("the Site"), having a place of business at Charles Bowman Avenue, Claverhouse Industrial Park, Dundee, DD4 9UB.

Please read the Terms and Conditions carefully before placing an order for goods on the Site. If you do not agree to be bound by these Terms and Conditions, you should not order goods from the Site.

We may change these Terms and Conditions at any time. Any changes will take effect on the date they are posted on the Site, and you should check the Site periodically to ensure that you are aware of the current version.

If you have any queries or comments about these Terms and Conditions or the Site in general, or have any complaints you would like to make, please email us at optac@elc.stoneridge.com or write to us at Charles Bowman Avenue, Claverhouse Industrial Park, Dundee, Scotland, DD4 9UB.

1. CREATION OF A CONTRACT FOR THE SALE OF GOODS

- 1.1 We must receive full payment of the price of goods and the delivery charges before we can accept your offer to purchase goods from the Site. On receipt of your offer, we will send you an acknowledgement email, to the email address you supplied on the order form. This acknowledgement email will contain your order number, details of the goods ordered, the total cost of the order and any delivery charges. This email is **not** acceptance by us of your offer to purchase goods.
- 1.2 We will notify acceptance of your order by sending an email advising that your order has been accepted and despatched. This email constitutes acceptance by us of your offer and only at this stage is a binding contract created.
- 1.3 We reserve the right to refuse any order prior to the email acceptance from us of your offer.

2. PRICES

- 2.1 All prices and charges on the Site are in UK Pounds Sterling and are exclusive of UK VAT. Delivery charges will also apply and will be displayed in the order process.
- 2.2 Although we try to ensure that the prices quoted on the Site are accurate, and the products have been fairly described, mistakes can occur. If we discover an error in the price of goods, or a material error in the description of goods, we reserve the right to correct such error without any liability on our part.
- 2.3 If we cannot contact you to advise of the error in price and/or description, we will treat the order as being cancelled. If the order is cancelled, we will refund all money taken from you relating to the purchase of those goods.
- 2.4 At any time before we accept your order, we reserve the right to adjust prices, offers, goods and descriptions of goods on the Site.

3. DESCRIPTION

All drawings, photographs, specifications and advertising displayed by us on the Site or contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the contract between us and this is not a sale by sample.

4. AVAILABILITY OF GOODS

- 4.1 All orders are subject to availability. If goods are not available, we will notify you of this within 3 working days of receipt of the order and provide a refund of the money paid to us, including delivery charges unless we agree a longer delivery period with you.
- 4.2 We reserve the right to withdraw any goods from the Site at any time before we accept your order, and we will not be liable to you, or anyone else, for withdrawing goods.

5. DELIVERY

- 5.1 Subject to availability of goods, we will make every reasonable effort to deliver goods to you within 24 hours of you making an order, and any other delivery times quoted on the Site are estimates only.
- 5.2 We will deliver the ordered goods to the delivery address you supplied on the order form. If, however, the goods are returned undeliverable, we will treat the contract as cancelled, and the money paid to us, excluding the delivery charge will be refunded to you.
- 5.3 Although we will use all reasonable means to ensure the goods are delivered within 24 hours, we cannot accept responsibility for late deliveries that are due to circumstances outside our reasonable control. However, where reasonably possible, we will inform you if we become aware of any unexpected delay in delivery. Time of delivery shall not be of the essence of the contract.
- 5.4 When the goods have been delivered to you, and you have paid the price, you will become the owner of those goods, at which point they will be your risk, and you will be liable for any subsequent damage, loss or destruction.

6. CANCELLATION

You may cancel your order by contacting us by telephone during business hours or email to optac@elc.stoneridge.com prior to despatch of the email acceptance of your order in terms of clause 1.2 above.

7. RETURN OF FAULTY GOODS

- 7.1 Where we are not the manufacturer of the goods, we shall endeavour to transfer to you the benefit of any warranty or guarantee given to us.
- 7.2 We warrant that (subject to the other provisions of these conditions) upon delivery and for a period of 12 months from the date of delivery, the goods shall:
- 7.2.1 Be free from defects in material and workmanship save that we shall have no liability for defects in the goods arising from:
- (a) Accident, damage, negligence, abuse or misuse;
 - (b) Improper installation or maintenance;
 - (c) Abnormal operating conditions;
 - (d) Alteration or modification of the goods including removal of factory seals

(e) The goods being used for a purpose or application different to that for which they were designed

(f) Normal wear and tear.

(together "the Warranty Exclusions")

7.3 We shall not be liable for a breach of the warranty in condition 7.2 unless:

7.3.1 you give us written notice of the defect within 90 days of the time when you discover the defect; and

7.3.2 the goods are returned to Stoneridge Electronics Limited for examination. Stoneridge Electronics Limited must be satisfied on examination of the goods that none of the Warranty Exclusions set out above are applicable, and that the goods were defective when originally delivered to you or became defective due to a manufacturing or design fault. In all cases, we shall make the final determination and interpretation as to whether our warranty applies to the goods. The repaired or replaced goods shall be warranted on these Terms and Conditions for the unexpired portion of the original warranty period.

7.4 Following an evaluation of the goods, we may offer a repair, exchange or refund at our sole discretion.

7.5 If products ordered are not as ordered or are damaged, faulty or incorrect in quantity, please contact us within 7 days of delivery, either by email at optac@elc.stoneridge.com or in writing to Charles Bowman Avenue, Claverhouse Industrial Park, Dundee, Scotland, DD4 9UB.

7.6 Where goods are faulty and we offer a refund, we will refund the cost of the goods, the initial delivery charge and the delivery costs incurred by you in returning the product to us.

7.7 Any advice or recommendation given on the Site or otherwise given by us or any of our employees or agents to you as to the storage, application or use of the goods that you purchase from us is followed or acted upon entirely at your own risk and, accordingly, we shall not be held liable for any such advice or recommendation.

7.8 This warranty is limited to replacement or repair of the defective goods and excludes liability for incidental, special, consequential or any other damages, or loss of use or damage to any other property arising from the use of our goods, and our entire liability under or in connection with the contract shall not exceed the price of the goods, except as expressly provided in these Terms and Conditions.

7.9 We shall not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the goods, if the delay or failure was due to any cause beyond our reasonable control.

7.10 Nothing in these Terms and Conditions excludes or limits our liability:

7.10.1 for death or personal injury caused by our negligence; or

7.10.2 under section 2(3), Consumer Protection Act 1987; or

7.10.3 for fraud or fraudulent misrepresentation.

8. **SEVERANCE**

If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and Conditions and that provision shall not affect the validity and enforceability of any remaining provisions.

9. **GOVERNING LAW**

The interpretation, construction, effect and enforceability of these Terms and Conditions shall be governed by Scots law, and you and we agree to submit to the exclusive jurisdiction of the Scottish courts for the determination of disputes. All rights not expressly granted are reserved to Stoneridge Electronics Limited.