



Wizards of NOS – Terms and Conditions 2017 onwards

These terms and conditions are effective as of 1st July 2017 and apply from this date forward or until superseded. Contact our head office for the latest copy if unsure your copy is up to date.

1. Definitions

- 1.1 "Wizards of NOS" is a trading name of Highpower Systems UK Ltd. and will be referred to hereon as "WON".
- 1.2 "Buyer" refers to an individual or business that purchase WON products or services from WON.
- 1.3 These terms & conditions individuals or business that have officially been accepted under WON's agent agreement who are subject to Agent T&C's
- 1.4 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.5 "Seller" means Highpower Systems UK Ltd. 107 Rands Lane, Doncaster, S.Yorkshire, DN33DZ UK.

2. General

- 2.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may seek to apply under any purchase order, order confirmation or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties including without limitation as to discounts) shall be inapplicable unless agreed in writing by the Seller.
- 2.5 Any advice, recommendation or representation given by the Seller or its employees to the Buyer or its employees or agents as to the storage, application or use of the Goods or otherwise which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and, accordingly, the Seller shall not be liable for any such advice, recommendation or representation which is not so confirmed.
- 2.6 Nothing in these Conditions shall affect the statutory rights of any Buyer dealing as a consumer.

3. Supply of Goods

3.1 Price & Payment

- 3.1.1 Invoiced prices are final. Payment is taken as acceptance of the prices stated in the invoice.
- 3.1.2 Online prices are final. Payment is taken as acceptance of the prices stated on the website. This does deny the "Buyer" the right to challenge a price if the online price invoiced does not match the payment taken.
- 3.1.3 Invoice prices can only be challenged if payment is provided before receiving an invoice yet must before the products have been shipped.
- 3.1.4 If payment of the Price or any part thereof is not made, the Seller shall be entitled to:
 - 3.1.4.1 require payment in advance of delivery in relation to any Goods not previously delivered;

- 3.1.4.2 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;
- 3.1.4.3 appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract) as the Seller may think fit;
- 3.1.4.4 Cancel the order.

3.2 Description

- 3.2.1 Descriptions are for the purpose of identification only.
- 3.2.2 It is the buyer's responsibility to ensure the part is suitable for the application required by the buyer and not to rely on description.
- 3.2.3 The seller will endeavour to maintain accurate descriptions but accepts errors may arise. If such an error is found after purchasing a product;
 - 3.2.3.1 The seller will supply a replacement if the part is unsuitable for the buyer's requirements with respect to function excluding desire of aesthetics.
 - 3.2.3.2 The seller reserves the right to refuse replacement if the part is deemed to fit the functional purpose required.
 - 3.2.3.3 The seller will offer replacement for a functional item if available or refund if one is not available within 14 days of this notification.
 - 3.2.3.4 Refund value may not exceed the value of the part only. Where the part was bought as a singular item refund may also include shipping but is at the seller's discretion.
 - 3.2.3.5 Replacement will only be shipped upon return of the original incorrect item. Shipping for this item to be at the buyer's expense. Exception to this term is granted where the purchase cost of the part is less than 10GBP or at the seller's discretion.

3.3 Samples

- 3.3.1 Samples provided for purposes of inspection, trial or R&D remain the property of WON unless written agreement is provided to the contrary by the seller.
- 3.3.2 Samples are provided as such and must not be sold to an end-user unless written agreement is provided to the contrary by the seller.
- 3.3.3 Samples are expected to be returned upon request within reasonable time frames as agreed between the buyer and seller or 60 days.
- 3.3.4 The seller reserves right to invoice for any non-returned parts to a value of their discretion up to the RRP of the product or cost price plus 20% for products without published RRP's.

3.4 Delivery

- 3.4.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 3.4.2 The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract and while every reasonable effort will be made to comply with such dates compliance is not guaranteed and the Buyer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery date stated.
- 3.4.3 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the delivery date.
- 3.4.4 Upon the 14th day from date of invoice, if payment in full is not received the Seller reserves the right to use that stock for purposes of alternate sale. After such period it is the Buyer's responsibility to confirm delivery times to ensure stock remains available for their order.

1. Title

- 1.1 Risk of damage or loss of the Goods shall pass to the Buyer in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection, or in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery.
- 1.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Price of the Goods and of all other Goods agreed to be sold by the Seller to the Buyer including all postage and surcharges associated costs for which payment is then due.

2. Warranty & Returns

- 2.1 Warranty Term on all WON products is 1yr unless specified to the contrary in published format or by signed agreement on all orders direct from WON.
- 2.2 Previous warranty terms still apply on products purchased before the effective date of this contract providing sufficient evidence is supplied to substantiate the date claim.
- 2.3 Orders places through Agents/Dealers/Distributors may not carry the full warranty for that product. Please refer to agent documentation regarding warranty available for your product.
- 2.4 Any product that is altered by an Agent becomes void of warranty with WON. Contact the Agent to confirm what/if they will offer any warranty through themselves.
- 2.5 Any warranty claim made by a buyer must pursue their claim through the agent that supplied the goods and thereon pursue with WON (Exception only if the agent is no longer in business).
- 2.6 To claim on warranty proof of purchase must be supplied.
- 2.7 If purchased through an agent this must be provided by both the Agent and the buyer to confirm the warranty period.
- 2.8 WON offer a full 14-day return period subject to a 5% administration fee or £10 whichever is the highest.
- 2.9 WON reserve the right to refuse returns if not returned in un-damaged un-used condition.
- 2.10 Any acceptance of damaged returns will be at the seller's discretion and subject to reduced refund to a fair value.

3. Claims

- 3.1 Any claim brought against WON excluding claims against personal injury and death will not exceed the value of the original purchase order.
- 3.2 In cases of purchase orders containing more than one system or group of parts any such claim will not exceed the value of the system it was intended or component value if sold separately.
- 3.3 Claims must go through the correct claims procedure as prescribed below;
 - 3.3.1 Any claim must be formally requested in written form in either physical or electronic format.
 - 3.3.2 All claims must be accompanied by proof of purchase and agents copy where applicable to consider a claim.
 - 3.3.3 This complaints procedure is applicable for buyers only, Agent claim procedure will be described in separate terms but is referred to under the included warranty section.
 - 3.3.4 WON bares no liability for the cost or replacement of parts given to a buyer to satisfy their warranty without prior agreement in writing, physical or electronic. Please confirm with your agent as costs may be incurred in supplying replacement parts.

- 3.4 Claims of damage or loss of product during shipping are bound by the service chosen.
 - 3.4.1 Claims will be limited to the maximum value granted by the shipping company's terms of service.
 - 3.4.2 Claims where insurance is provided will be limited to the maximum value granted through the insurance process. (Typically cost value of parts lost or stolen only.)
 - 3.4.3 In the case of claim WON will endeavour to secure the maximum value possible on the "Buyers" behalf.
 - 3.4.4 Any successful claim may be redeemed via product, credit on account or refund.
 - 3.4.5 Redemption of a successful claim will only be granted upon receipt by WON of the claim value from the shipping company.
- 3.5 For further information relating to Claims see, Warranty and Liability sections.
- 3.6 The Seller shall be entitled in its absolute discretion the amount of refund for defective Goods in the event that the Price has already been paid.
- 3.7 Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense.

4. Limitation of Liability

- 4.1 WON products are sold for the sole purpose of their ability to raise the effective power level of an internal combustion engine and products in the field of achieving this purpose.
 - 4.1.1 The seller shall not be liable in any event for use of the seller's products in unlawful activities.
 - 4.1.2 It is the Buyers responsibility to determine the legal obligations required for using WON products in accordance with their local authorities and governing bodies.
- 4.2 WON accept no liability for advice given to a buyer if not provided on a case by case basis.
- 4.3 Product claims by the Seller as to the performance of their products are as a guideline only and under no circumstance should the seller be liable if claims cannot be substantiated by the buyer or end-user except if caused by product failure to which is subject to the terms as set out in the warranty section.
- 4.4 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Seller to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.
- 4.5 In no event shall the Seller be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Seller had been made aware of the possibility of the Customer incurring such a loss.
- 4.6 Nothing in these Terms and Conditions shall exclude or limit the Seller's liability for death or personal injury resulting from the Seller's negligence or that of its employees, agents or sub-contractors

5. Legal

- 5.1 This contract will be governed by and construed in accordance with English Law and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.
- 5.2 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 5.3 The failure by either party to enforce at any time or for any period any one or more of the Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Conditions of this Agreement.
- 5.4 Force Majeure
 - 5.4.1 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may without liability on its part, terminate the contract or any part of it.
- 5.5 These Conditions and any documents incorporating them or incorporated by them constitute the entire agreement and understanding between the parties.