

Terms and Conditions

Standard Terms and Conditions of Sale



Effective from: December 2016

IMPORTANT: Please read these general terms and conditions of sale ("the Conditions") carefully as they together with your order confirmation constitute the contract (the "Contract") between Greenway Electronic Products Ltd ("us"/"we"/"our") and you ("you"/"your"/"yourself") for the sale of the goods you purchase on, or as a result of you viewing our product range in either our catalogue or on www.greenway-ltd.co.uk (the "Site").

By placing an order, you confirm that you have read, understood and agree to these Conditions in their entirety. Please check that the details on your order are complete and accurate before you commit yourself to this Contract. Please ensure that you have read and understood these Conditions before you submit your order, because you will be bound by these Conditions once a contract comes into existence between us in accordance with Clause 1.3. If you do not agree with these Conditions, you must not place an order for any goods. In these Conditions, "Goods" means the goods which we supply to you in accordance with these Conditions.

We reserve the right to revise and amend these Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods or changes in relevant laws and regulatory requirements. You will be subject to the Conditions in force at the time that you order the Goods from us.

Information about us

The Site is owned and operated by Greenway Electronic Products Ltd. Registered office: 18 Wealden Place, Sevenoaks, Kent TN13 3QQ. Company registration: 3770297

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1 ORDER

1.1 You may place an order by:

1.1.1 Telephoning us on our order line, the details of which can be found in our catalogue or on the 'Contact Us' page on our website. The order request will be processed within the same

working day subject to being received during our operating times. Our current operating times are 9.00am to 5.00pm Monday to Friday, (not including Bank Holidays).

1.1.2 Submitting an order request by fax via the fax number which can be found in our catalogue or on the 'Contact Us' page on our website. This order request will be processed on the same working day subject to being received during the operating times stated above.

1.1.3 Posting your order request to our Greenway Electronic Products Ltd: 18 Wealden Place, Sevenoaks, Kent TN13 3QQ. United Kingdom. This order request should be processed within one working day of the receipt of your mail order request.

1.1.4 Emailing your order request to us at sales@greenway-ltd.co.uk. This order request should be processed within one working day following receipt of your e-mail.

1.2 By placing an order request, you make us an offer to purchase the Goods you have selected in accordance with these Conditions. We may or may not accept your order request at our sole discretion.

1.3 These Conditions will become binding on you and us when we issue you with written confirmation of your order. The order confirmation is our notification to you that we have accepted your order request and that your payment has been authorised. If we cannot accept your order because, for example, the Goods you have selected are not available or because your payment has not been authorised, we will attempt to contact you by e-mail or telephone in order to resolve any outstanding issues.

1.4 Whilst we make every effort to supply you with the Goods listed on the order confirmation, there may be occasions where we are unable to supply these Goods because, for example (i) such Goods are no longer being manufactured or available; or (ii) we are unable to source relevant components; or (iii) if there was a pricing error in our catalogue or on the Site. In such circumstances we will contact you to inform you of any issues preventing us from confirming your order request and may suggest alternative Goods that you might wish to purchase. If you do not wish to accept our suggestions, then we will cancel your order in relation to those Goods we cannot supply and repay you any money that you may have paid to us in respect of those Goods as soon as reasonably possible. Repayment of such monies will be the extent of our liability.

1.5 Where an order is made by telephone, we do not require written confirmation of such an order. If you do send written confirmation of an order, please ensure that the order is clearly endorsed "confirmation". Failure to so endorse the confirmation will result in the order being duplicated. You will then be responsible for settlement of the duplicated order in full. If the duplicated order is not required it will be subject to Clause 7 (Returns) below.

2 PRICE

2.1. The price of the Goods will be as set out in the order acknowledgment/confirmation we provide to you. While we make every endeavour to maintain our prices at their lowest level, we reserve the right to change our prices without prior notice (including, in particular, in the event of exchange rate variations). Price changes will not affect any orders that we have already confirmed to you in writing. Prices for Goods are displayed in Pounds sterling (GBP £), exclusive of VAT unless otherwise stated, and payments should be made in £ sterling where possible. We also accept payments made in Euro (EUR €) . Where Goods are to be supplied in instalments ('scheduled delivery') the price payable for them will be the price that is applicable at the time of the despatch of the first batch of the Goods, but, where scheduled delivery may continue for a period of 90 days or more, we reserve the right to charge you further amounts if the price of the Goods increases before the end of that period. We shall use all reasonable endeavours to inform you of any price increases.

2.2. All prices are exclusive of VAT unless otherwise indicated on the website, catalogue, quotation or publication. VAT is payable by you at the applicable rate. If you make a purchase from outside of the EU you will not be eligible for the payment of VAT but may be subject to an analogous sales tax under the laws of the country from which you make your purchase.

2.3. Postage and packing costs are not included in the prices quoted for the Goods but are quoted for separately prior to us confirming your order request.

2.4. If there is a pricing error in a quotation, we are under no obligation to provide the Goods to you at the incorrect price (even if we have sent you an order acknowledgement). However we will endeavour to contact you to inform you of the pricing error so that you can confirm whether you wish to proceed with ordering the Goods. If you do not wish to proceed, you have the right to cancel the Goods affected by the pricing error. We will cancel those lines from your order and return any prepaid monies to you as soon as reasonably practicable.

2.5. Payment for all Goods must be by the following methods: credit or debit card, on account or PayPal, or any alternative method of payment which may be displayed on the Site or in our catalogue from time to time.

3 PAYMENT

3.1. When you purchase Goods, payment in full must be made at the time of completing the ordering process unless you have an agreed credit account. For any non-account customers any items on back order at the time of placing your order will be charged for at that time. Where we receive order requests by post, facsimile or e-mail then we shall, at our sole discretion, and subject to satisfactory references (where deemed appropriate by us), invoice you for the Goods on or soon after despatch. In this case, payment is due at the end of the month after the month stated in the date of the invoice (the "Due Date").

3.2. Time for payment is of the essence of this Contract. If you fail to make any payment on the Due Date we have the right (without limiting other remedies or rights we may have at law or otherwise) to cancel the order and/or suspend any further deliveries and charge interest on all outstanding balances calculated on a daily basis at the rate of 4% per annum above the current base lending rate of the Bank of England. This interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount and any costs we may incur in pursuit of the payment.

3.3. If you dispute any payment owing to us in good faith and let us know promptly after you have received the invoice that you dispute it, then Clause 3.2 shall not apply for the period of the dispute.

3.4. If any undisputed sum of money is due from you, the same may be deducted from any sum then due or which at any time becomes due to you under this or any other agreement between us and you.

3.5. Single invoices are rendered; an administration charge will be made for any additional copies requested.

4 RISK AND OWNERSHIP OF THE GOODS

4.1. Ownership of the Goods delivered or to be delivered by us will only be transferred to you when we have received cleared funds in payment of all sums owing to us in respect of the Goods.

4.2. For Business Customers risk of damage or loss of the Goods shall pass to Business Customers on delivery of the Goods to the carrier.

4.3. Clauses 4.4 to 4.6 inclusive shall apply only to those customers who buy Goods in the course of business and not as a consumer ("Business Customers").

4.4. Until payment is made in full you must store the Goods in such a way that they are kept safe and secure and are clearly marked as our property. You must not remove, deface or obscure any identifying mark or packaging on or relating to the Goods.

4.5. Until ownership has passed to you we retain full legal and beneficial title to the Goods and reserve the right at any time to require you to deliver up the Goods to us and, if you fail to do so forthwith upon our request, to enter upon any of your premises or of any third party where the Goods are stored and repossess the Goods.

4.6. Nevertheless, you shall be entitled to sell the Goods either in their original state or incorporated into other products acting as our agents but in these circumstances the title to the Goods shall remain with us. Until such time as you pay us in full you shall remain fully accountable to us for the proceeds of the sale of those Goods.

5 DESPATCH OF GOODS AND DELIVERY

5.1. We shall despatch your Goods by carrier to UK based customers, (for Export see Clause 6). The UK Mainland standard packing and shipping cost, for all orders is charged at £11.95 (plus VAT) for goods weighing up to 20Kg. An charge of £2.00 is levied for additional 5Kg. Where the shipment is unusual in size and weight an additional delivery charge may apply. Please note that some heavy goods will be excluded from this charge. Delivery service within mainland UK is normally next day before 17:30. Scottish Highlands/Islands and Northern Ireland carry an additional £20 charge up to 10Kg and £0.75 per additional Kg and will take a minimum of 2 days.

5.2. Specialist carrier delivery normally ensures next day delivery of the Goods, if the order is placed before 3pm Monday to Friday. Saturdays, Sundays and UK Bank Holidays are not considered working days by our carrier.

5.3. The charges for our next working day delivery service are (UK mainland only):

5.4. Saturday deliveries can be arranged on request. Prices for such deliveries shall be quoted by us at the time we accept your order. This is not always possible to some customers as not all UK mail depots work Saturdays.

5.5. Time for delivery shall not be of the essence.

5.6. We shall be under no liability whatsoever for any delay in delivery or a failure to deliver or the consequence resulting from such delay or failure that is caused by an event outside our control in accordance with Clause 14.5 or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you.

5.7. If you fail to take delivery of your order on the agreed date, then we will store the Goods until delivery takes place and may charge you a reasonable sum to cover any redelivery expenses incurred by us.

5.8. In the rare event that we are prevented or fail to deliver the Goods, our liability (and your sole and exclusive remedy) for such non-delivery will be limited to us replacing the Goods within a reasonable time or refunding the price paid by you in respect of such Goods.

5.9. Notwithstanding Clause 7.1, it is your responsibility to check that the Goods delivered are in full working order before they are included in any other product or part or are sold onto a third party. We make no warranty or representation that the Goods are made for any particular purpose and are under no liability whatsoever if the Goods purchased by you do not fit the purposes for which you purchased them for.

5.10. Each delivery of the Goods shall be accompanied by a delivery note detailing the order specification.

6 EXPORT

6.1 Freight and insurance is charged extra at cost. Please contact our Export department for a quotation.

7 RETURNS

7.1 If there are shortages or damages to the Goods you receive which have occurred whilst in transit, or there is any other error with your order (such as you have received the wrong product), you must notify us in writing within 7 days of receipt of your delivery (the "Inspection Period"), giving us full details of any such shortages, damages or errors with the Goods or your order. You must promptly return any damaged Goods or Goods received in error to us together with all packaging. We will reimburse you for the postage costs incurred in returning such Goods. Where we accept that there has been damage in transit, a shortage or an error in the Goods despatched, we shall make up any shortfall, error or damage to your order free of charge as soon as reasonably possible. After the Inspection Period has expired, you will be deemed to have accepted the Goods and any attempt to return the Goods after this time pursuant to this Clause 7.1 will be rejected by us.

7.2 If during the Inspection Period, the Goods are found to be defective, you must inform us within the Inspection Period of such defect. We will arrange for collection of such Goods or ask you to return the Goods to us at our cost and once we have checked that the Goods are faulty, we will in consultation with you: Repair the Goods; or Replace the Goods; or Provide you with a full refund for those defective Goods.

7.3 The remedies set out in this Clause 7 are your sole and exclusive remedies against us in respect of any claims arising out of, or in connection with this Clause 7.1. Any claims that the Goods are defective after the Inspection Period has expired will be dealt with in accordance with Clause 10 (Guarantee).

7.5 In all cases where the Goods are returned, they must be securely packed within an outer carton, quote the delivery note number and best endeavours must be made to return Goods in their original packaging.

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8 ORDER CANCELLATION

8.1 If you purchase Goods from us via our catalogue or on the website and you are a UK/EU consumer, you are able to cancel your order with us for any reason or no reason at all within thirty (30) days following receipt of your Goods by providing us with notice. Your rights of cancellation will not apply where you have (i) purchased software from us which is sealed and unused and the seal to that software has now been broken; or (ii) you have used or have successfully downloaded the content of that software; or (iii) the Goods have been customised for you by us at your request. Your rights of cancellation are in addition to your other rights of cancellation set out in these Conditions. Goods should be returned to us as soon as reasonably practicable but in no event later than fourteen (14) days after your notification to us that you wish to cancel your order. Goods should be returned first class with proof of posting and you are responsible for payment of postage costs to return the product. The original postage costs, if any were charged, will be refunded at the basic delivery rate. Goods should be returned to us undamaged and in their original packaging. For Business customers ONLY, any Goods that are returned pursuant to this Clause 8.1 may be subject to a 20% handling charge with a minimum charge of £2.00.

8.2 If you purchase Goods from us acting in the course of business the above rights of cancellation do not apply to you. In this event and subject to your other rights of cancellation set out in these Conditions, cancellation of your order or the return of any Goods (which are not subject to Clauses 7.1 and 7.2 above) may only be accepted after prior agreement with us. On no account can cancellation be accepted for items ordered specially by us on your behalf.

9 COPYRIGHTS AND PATENTS

9.1. Products offered in our catalogue or on the Site may be the subject of patents, copyright, design, trade mark or other intellectual property rights. We make no representation or warranty as to whether your use of or dealing with the Goods (or any part or component thereof) either will or will not infringe such intellectual property rights. Without limiting the generality of this statement, we do not grant nor purport to grant to you any licence, permission or authority in respect of such rights and you acknowledge and agree to satisfy yourself in respect of such matters. We accept no liability for infringement of any such rights.

9.2. Reproduction in part or whole of our catalogue or the Site without our prior written consent is strictly prohibited.

10 GUARANTEE

10.1 Unless otherwise specified and subject to Clauses 10.2 and 10.3, we warrant that the Goods will be free from material defects in design, materials or workmanship for a period of twelve (12) months from the date of despatch of the Goods (the "Guarantee Period").

10.2 The guarantee in Clause 10.1 is given provided that:

10.2.1 we are promptly notified in writing upon discovery by you that the Goods are defective due to faulty materials or workmanship;

10.2.2 any defects in the Goods are found within the Guarantee Period and are returned to us suitably packed, carriage prepaid and accompanied with proof of purchase (delivery note or invoice) together with details of the nature of the defect; and

10.2.3 examination by us of the Goods in question confirms that the alleged defect has not been caused by misuse, neglect, method of storage, faulty installation, handling, testing or repair, by alteration or accident or by any other cause listed in Clause 10.3.2 below.

10.3 We are not liable under this guarantee:

10.3.1 if the total price for the Goods has not been paid by the Due Date; or

10.3.2 or any defect arising from:

10.3.2.1 fair wear and tear, wilful damage, negligence, misuse, repair of the Goods without our approval;

10.3.2.2 any use of or dealing with the Goods in a manner which could not reasonably be expected having regard to their normal purpose;

10.3.2.3 any use of or dealing with the Goods in conjunction with any other item where such item causes or gives rise to the alleged defect; or

10.3.2.4 any use of the Goods which is not in accordance with the manufacturer's operating or user instructions or from any failure to service or maintain the Goods in accordance with the manufacturer's instructions.

10.4 The guarantee shall not be affected by and no obligation or liability shall result from providing technical advice or service in connection with your order for the Goods.

10.6 Our liability under the guarantee detailed in this Clause 10 shall be limited to replacing, repairing or issuing credits at our option for any Goods returned within the Guarantee Period.

11 LIMITATION OF LIABILITY

11.1 Nothing in these Conditions shall limit our liability in respect of:

11.1.1 death or personal injury caused by our own negligence.

11.1.2 breach of our obligations under section 12 of the Sale of Goods Act 1979;

11.1.3 defective products under the Consumer Protection Act 1987;

11.1.4 fraud or fraudulent misrepresentation; or

11.1.5 for any other liability which cannot be excluded or limited by law.

11.2. Subject to Clause 11.1, under no circumstances shall the total aggregate liability of us (howsoever arising) to you under or in relation to this Contract, including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty or otherwise exceed the price paid by you for the Goods.

11.3. Under no circumstances shall we be liable to you for any of the following types of loss arising under or in relation to these Conditions (whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty or otherwise, any loss of profits, business, contracts, anticipated savings, goodwill or revenue, any wasted expenditure, or any loss or corruption of data, property or equipment (regardless of whether any of these types of loss or damage are direct, indirect or consequential) or any indirect or consequential loss or damage whatsoever even if we were aware of the possibility that such loss or damage might be incurred by you.

11.4. Subject to Clause 11.1 above and as otherwise expressly provided in these Conditions, all warranties, conditions or other terms whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law. In particular we make no representation or warranty that the Goods are either of satisfactory or merchantable quality or fit for any purpose or that they conform to any description. You acknowledge and agree that you have relied upon your own skill and judgement in selecting the Goods.

12 COMMERCIAL TOLERANCES

12.1 Dimensions and other physical characteristics of the Goods are subject to normal commercial tolerances. Unless otherwise stated, electrical ratings represent safe working limits.

12.2 QUANTITY TOLERANCE:

All delivered orders are subject to a tolerance of plus or minus five percent (5%) of the quantity ordered. The Company shall be deemed to have fulfilled its contract if the Goods delivered fell within this tolerance. For custom manufactured parts all orders will be subject to a tolerance of plus or minus ten percent (10%) of the quantity ordered. Proforma accounts shall be required to pay for any additional parts within this tolerance before shipping the order. The Company shall be deemed to have fulfilled its contract if the Goods delivered fell within this tolerance.

13 DATA PROTECTION ACT AND CUSTOMER INFORMATION

13.1 The General Data Protection Regulation (GDPR) (EU) 2016/679 is a regulation in EU law on data protection and privacy for all individuals within the European Union and the European Economic Area. It also addresses the export of personal data outside the EU and EEA. The GDPR aims primarily to give control to citizens and residents over their personal data and to simplify the regulatory environment for international business by unifying the regulation within the EU. GDPR regulates the processing of information relating to you and grants you various rights in relation to your personal data. Greenway Electronic Products Limited is committed to ensuring that your privacy is protected and that we comply with the obligations of GDPR.

13.2 Greenway Electronic Products Limited may disclose your details to organisations working on behalf of us anywhere in the world (for example credit reference agencies and mailing houses) for the purpose of proper fulfilment of orders and Greenway Electronic Products Limited obligations under these terms and conditions of sale.

13.3 Greenway Electronic Products Limited may send you details of other products and services offered by us that may interest you. If you do not want to receive details of these offers then you should contact Greenway Electronic Products Limited, 18 Wealden Place, Sevenoaks, Kent TN13 3QQ, Tel: 01732 779082. Email: feedback@greenway-ltd.co.uk

14 MISCELLANEOUS

14.1. We reserve the right to discontinue any product, or make design changes to product specifications, or use different suppliers or manufacturers to those stated in the catalogue or on the website, without prior notice, as part of our continuous process of product and service improvement, or to improve product availability. The information contained in the catalogue and on the website is correct to the best of our knowledge at the time of going to press. All images are used for illustration purposes only.

14.2. Nothing in these Conditions affects the statutory rights of a consumer under (including but not limited to) the Consumer Protection (Distance Selling) Regulations 2000 or the Sale of Goods Act 1979 as amended from time to time.

14.3. On receipt, all products are inspected as part of our Quality Management System. Greenway Electronic Products Limited operates a Quality Management System to BS EN ISO 9001:2015. Quality assured products will be marked with a † in the Order Code index.

14.4. If any provision of these Conditions are held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

14.5. We shall not be liable to you for any delay or failure to perform any of our obligations hereunder which is due to causes or circumstances beyond our reasonable control, including (without limitation) acts of civil or military authority, national emergencies, fire or flood, acts of God, war or riots, actions or omissions of third parties.

14.6. These Conditions including the Order is the complete and exclusive statement of the contractual relationship between the parties, which supersedes all prior proposals, understandings, agreements, or representations between the parties relating to these Conditions except in respect of any fraudulent misrepresentation made by either party.

14.7. We reserve the right to randomly monitor and record inbound and outbound calls for training, security and quality purposes.

14.8. No delay, neglect or forbearance on the part of either party in enforcing its rights or any of them against the other shall be construed as a waiver or in any way prejudice any of its rights hereunder.

14.9. While every effort is made to ensure health and safety information is available, we may be limited to the extent of information we can supply with the Goods depending on what is available from our suppliers. If you require further information on any health and safety information regarding the goods, then please contact us.

14.10. These Conditions shall be governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction in connection with any dispute (including non-contractual disputes or claims) arising out of or in connection with it.

14.11. Offensive Weapons Act 1996 – where the law requires a minimum age for the purchase of certain goods, the customer confirms that he or she is over the required age and that delivery of the Goods will be accepted by a person over the relevant age limit.

14.12. Any party who is not a party to these Conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

14.13. All notices sent by you must be sent contact Greenway Electronic Products Limited, 18 Wealden Place, Sevenoaks, Kent TN13 3QQ, United Kingdom. Notice must be in writing and shall be deemed received and properly served 24 hours after an e-mail is sent or three days after the day of posting of any letter. In proving the service of a notice, it will be enough to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that the e-mail was sent to the specified e-mail address of the addressee.

14.14. All headings in these Conditions are for ease of use and shall not affect the construction of any contract between the parties.

14.15. Any advice or recommendation given to a Business Customer as to the storage, application or use of the Goods is followed or acted upon entirely at a Business Customer's own risk.