

Terms and Conditions of Sale



TERMS AND CONDITION OF SALE

Last updated: August 2024

INTRODUCTION TO THIS POLICY

DEFINITIONS

Wiz Parts is a registered trading name for product manufacture and trading activities that are carried out in Development Engineering Enterprise Limited. A company registered under number 5460568. Whose registered office is Unit D. Glebe Farm, Welsh Road, Cubbington, Leamington Spa, Warwickshire, CV32 7UB.

Wiz Parts refers to our supply activities for parts and assemblies that are either manufactured by ourselves, otherwise referred to as 'inhouse' or outsourced to third party manufacturers otherwise referred to as 'subcontractors'.

Wiz Parts enables its manufacturing and trading activities principally through the online website called Wiz Parts, or www.wiz-parts.co.uk.

Wiz Parts can be contacted on +44 (0)1926 426 225, or by email on enquiries@wiz-parts.co.uk

For the purpose of this document Wiz Parts is hereinafter referred to in these terms and conditions as 'we' or 'us'.

For the purpose of this document the User, our client or Wiz Parts website user, is hereinafter referred to as 'user'.

For the purposes of this document any reference to 'consumer' applies specifically to a non-business-related client, or a private individual.

For the purpose of this document our approved subcontractors are hereinafter referred to as 'subcontractors'. We will select and approach only those approved subcontractors that are deemed to be appropriate for the purposes of any specific products as requested by the User, on a case-by-case basis.

For the purpose of this document, any parts, assemblies, components or sections are hereinafter referred to as 'products'.

GENERAL TERMS.

By registering for, or using our website and or services, by having access to and being able to read and review this document, the User accepts and is bound by the Terms

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and Conditions stated in this document, regardless of the accuracy of their registration and or use of our services.

The User confirms they have adequate legal capacity to enter these Terms and Conditions.

The User will only access our website and or engage our services for lawful purposes, in accordance with our Terms and Conditions and the instructions provided on our Wiz Parts website.

The detailed instructions on how to use the website and engage with our services is found on our Website (www.wiz-parts.co.uk/support/site-instructions)

We will process and collect data pursuant to the conditions set out in our Privacy Policy found on our Website (www.wiz-parts.co.uk/support/privacy-policy)

Access to and Use of the Wiz Parts Website.

To use our service, we may ask for information from the User (company name, contact information etc.). The User confirms that all the information provided will be current, complete and accurate to the best of the User's knowledge.

By engaging with us, the user agrees that everything provided by them to us, including but not limited to drawings, specifications, tolerances, plans, information and documents, may be shared within our company and with any approved subcontractor we choose to approach with a view to manufacturing the product(s).

We and our approved subcontractors, are entitled to adjust technical details of all drawings, specifications and files provided by the User, insofar as is necessary for the assessment or manufacture of the product. This includes but is not limited to any process steps in the manufacturing process.

We reserve the right to suspend or stop any User from using our service in case the information provided by the User is not current, complete or accurate. When any information previously provided to us by the User, is changed or amended, the User must immediately notify us, either via the website, or directly via the contact details provided above.

The User is entirely responsible for all their activities, uses, orders and payments which occur whilst or because of using our service.

The User is liable for any damages, losses or costs that we or any third party sustain because of the User incorrectly using our service, including any damages, losses or costs that arise because a third party accesses our services with the User's access credentials.

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The User is solely responsible for maintaining the confidentiality of their own access credentials related to their account on our website.

In the case of any breach or unauthorised access to the Users access information, the User is to immediately notify us, where upon the previous access credentials shall be deleted and new access credentials generated.

We neither make or infer any guarantees regarding the performance of our online service or website.

This agreement may be terminated by the User with or without cause at any time by sending a written notice to us - this will not affect any obligations for open supply contracts.

We will investigate any activity that violates our Terms and Conditions by the User and may at any time, at our sole discretion, terminate any ongoing engagement with the User. In the case of serious violation this will result in the revocation of access rights to our website or services, for the User.

Any electronic information that is provided by the User including documents, specifications, manuals shall be deleted or destroyed by us, within 90 days of conclusion of any activity or agreement between the User and ourselves.

Confidentiality. Neither party shall divulge the existence or content of this agreement to any third party without the prior written approval of the other party hereto. Where necessary, we shall consider the execution of a mutual confidentiality agreement that will form an integral part of this agreement.

In the case of Force Majeure, we shall not be responsible for delays in delivery or performance, or failure to manufacture, deliver or perform due to causes beyond our reasonable control including, without limitation, acts of God, acts of Buyer, acts of supplier, acts of civil or military authority, terrorist attacks, governmental priorities/actions, epidemics, quarantine restrictions, fires, floods, strikes or other labour disturbances, war, riot, delays or shortages in transportation, inability to obtain necessary labour, materials, components, services, manufacturing facilities, or any other commercial impracticality.

If an Event of Force Majeure occurs, we shall, in addition to contacting the User, have the right to extend the date of delivery or performance for a period equal to the time lost by reason of the delay.

BUSINESS USERS

These terms and conditions apply to any requested by the User and supply of products and or services by us to the User. No other terms are implied by trade, custom or practice.

We do not issue separate terms and conditions with our quotations or order acknowledgements as these terms and conditions cover the entirety of our products and services provided to all Users.

Where a term applies just to businesses or just to consumers, this is clearly stated. As a business customer the User will be procuring products wholly or mainly for use in connection with the User' trade, business, craft or profession, even if the User are an individual or sole trader.

The User acknowledges that they have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf, which is not set out in these terms and that the User has no claim for innocent or negligent misrepresentation or misstatement based on any term in this agreement or any other written or verbal communication with or by us.

CONSUMER'S RIGHTS

If the User is a consumer, we will not compensate the User for any losses caused by us or our products.

Our liability to consumers. We can be held responsible for losses the User may suffer caused by us breaking this contract, unless the loss is:

Something unexpected or unforeseeable. By definition, no one could have foreseen the event and nothing the User said to us at the time of order placement meant we should have predicted the event's occurrence.

Something caused by an event outside our control.

Something avoidable. By definition, something the User could or should have avoided by taking reasonable action.

We do not limit or exclude losses and nothing in this clause shall limit or exclude our liability for:

Death or personal injury caused by our negligence, or the negligence of our employees, or subcontractors (as applicable)

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Fraud or fraudulent misrepresentation.

Breach of the terms implied by Section 12 of the Sale of Products Act 1979 or Section 2 of the Supply of Products and Services Act 1982;

Defective products under the Consumer Rights Act 2015; or

Any matter in respect of which it would be unlawful for us to exclude or restrict liability.

No implied terms about goods. Except to the extent expressly stated in the User rights if the User are a business, we exclude all terms implied by sections 13 to 15 of the Sale of products Act 1979 and sections 3 to 5 of the Supply of products and Services Act 1982.

INTELLECTUAL PROPERTY

Any intellectual property contained in drawings, specifications and/or files provided by the User shall be used, to the extent required to provide a quotation or to manufacture the products. Any intellectual property provided will not be made accessible or disclosed to third parties, other than our approved subcontractors.

We grant the User a limited, revocable, non-exclusive license to use our service for the purposes intended.

We retain all ownership and intellectual property rights to the services and all processes and content therein.

User shall not nor permit any third party to:

reverse engineer, disassemble or decompile, our pricing structure.

use any manual or automated applications or processes to harvest or extract data from our web site.

access our service with the intention to plagiarise or copy the functionality or output from our website.

use our service for any illegal purpose, including to manufacture any classified as illegal products, components, goods or tools.

Use our service to order products for which the User does not have relevant rights (e.g. where the user does not have rights to use drawings). Where drawings or information has been provided for the purpose of gaining a quotation, that clearly refers to other's

copyrights or patents, we reserve the right to refuse an order on the basis of any potential infringements.

We do not claim any rights over the Users content, data or other materials upload by them as part of engaging with our services.

The User is solely responsible for the content uploaded to the Service. The User must not upload or make available in any other way any intellectual property to which the User does not have right to so. We accept no responsibility for the Users rights or responsibilities as to their rights to share intellectual property with us.

LIMITATION OF LIABILITY

As the services and products are solely based on the User's specifications, we provide no warranty, representation, or condition that:

The parts will meet the Users final requirements

The parts are fit for any particular purpose

Should the User wish to engage our engineering and validation services, as provided by Development Engineering and Enterprise Limited (DEE Ltd.). Then the User must contact Us to request engineering support. Any engagement or contract between the User and DEE Ltd. will be subject to the separate DEE Ltd. Terms and Conditions, which are available upon request.

Our services may be subject to delays, cancellations and other unforeseen disruptions. We neither make or imply any warranty, representation or condition with respect to our services, regarding but not limited to, our product delivery, our service effectiveness, our business reputation or any other characteristics of our services.

The User acknowledges and agrees that we are not liable, and the User agrees not to hold us liable, for the conduct of any third parties, including any third parties engaged in the provision of any product or service for the User. This limitation of liability does not affect our statutory liability under any applicable laws in England at the time of engagement by the User.

ENQUIRY, QUOTATION, ORDERING AND DELIVERY OF PRODUCTS AND SERVICES

The Users shall generally access our website to upload 2D or 3D drawings and establish other variable parameters to obtain a valid quotation and delivery estimate for the products they require.

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Our product quotation process allows the User to change the material specification, finishes and quantities required. It is the responsibility of the User to make sure that we are aware of any other parameters such as special tolerances, materials, finishes or specific user requirements.

To support the identification of our standards, we provide a range of 'Design Guides' on our website (www.wiz-parts.co.uk/support/design-guides) that clearly specify the 'standard' materials and specifications that we shall assume are to be applied. The User is urged to familiarise themselves with these design specification prior to placing any order with us.

Our quotations have a stated validity and once the validity has expired the User will be required to resubmit a request for quotation. We accept no responsibility for holding prices or delivery estimates, once the validity of any quotation has expired.

Our order process urges the User to recheck and amend any errors on the quotation prior to submitting the order. It is the responsibility of the User to confirm the order is correct and complete.

Upon receipt of an order, we shall examine the order, and confirm that the specification meets our requirements for inhouse or subcontract manufacture. Our confirmation will be in the form of an order confirmation email to the User.

Upon receipt of the order confirmation email, the User will have the remaining period of validity from the quotation, to make payment. If payment has not been received prior to the expiry of the quoted validity, we have the right to withdraw the order confirmation and the User will have to again resubmit his requirements, to generate a new and valid quotation.

Upon receipt of the payment, we shall confirm in writing that the manufacture of the product is now in process.

The ownership of the product will transfer to the User at the time of payment confirmation.

We shall from time to time, update the User as to the expected completion of manufacture of the product. Occasionally the estimated date of completion may be extended due to factors beyond our control.

When the product has been manufactured and inspected against the User submitted specification, the User is advised that the product is available for collection or delivery.

We shall personally inspect each product or random batches of products manufactured inhouse or by one of our approved subcontractors.

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In the case of delivery, all delivery costs are payable by the User, we shall dispatch to the designated address as shown on the order and order confirmation documents. We shall not be responsible for the delivery or loss in delivery, or mis delivery by any courier appointed to deliver the product. It is up to the user to insure the product against loss or damage whilst in transit. Our liability for the delivery of the product ceases once the product has left our premises.

In the case of collection, if the User fails to collect the products within a 3-month period and fails to respond to any communication with us, the title for the product will pass to us and we may destroy or reuse the product without liability to the User whatsoever. During the time the products were stored awaiting collection, we reserve the right to charge reasonable storage charges.

Should the forecast delivery look to be delayed beyond the estimated delivery, we shall contact the User to inform them of the expected delay and what we are doing to mitigate the delay. If we have contacted the User, we will not be liable for the delay in delivery. Should the revised delivery substantially surpass the time when the User critically requires the product, we may offer a contract cancellation and full refund. This is wholly at our discretion.

PRICING AND PAYMENT

Payment shall be made directly to our bank account, details of which shall be provided on the Order Confirmation communication.

The price of the products as stated in the Order Confirmation shall be the price as shown on the last valid quotation. If during manufacture we discover that the pricing was incorrect, or that due to circumstances outside our control, we reserve the right to contact the User as follows:

Where we find the product's actual price should be less than the quoted and ordered product price, we will charge the lower amount when dispatching the products. Upon delivery, we shall make a refund payment back to the payee's bank account for the difference in price.

Where we find the product's actual price should be more than the quoted and ordered product price, we shall inform the User and stop the manufacturing process until an agreement to proceed has been reached.

If the pricing increase is something we could not have foreseen and is not due to a pricing error on our side, we shall offer the User one of two options:

The User agrees to and makes payment for the difference in price, or

The User can choose to cancel the order and receive a full credit or refund to the value of the payment already made.

If we are unable to reach the User or to come to an agreement as to one of the above outcomes, we reserve the right to cancel the order and make a proportionate refund to the Users bank account.

If we are unable to reach agreement with the User regarding an increase in the price, we reserve the right to refund only the portion of the contract value that relates to any unexecuted manufacturing.

THE USERS' RIGHTS OF RETURN OR REFUND

If upon receipt of the product(s), the User believes that something is not according to the specification provided to us, the User must contact us.

If after placing the order, receiving the order confirmation and making payment, the User realises that they have made a mistake in the material or specification of the product, the User must immediately contact us.

If the manufacture process has not yet begun, nor has the material been irrevocably procured, we can cease the manufacturing process and amend/cancel the order accordingly.

If the manufacture has commenced, and or the material irrevocably procured, we reserve the right to charge an amount equal to the cost of manufacture or material procurement, that can not otherwise be absorbed by us.

As our products are deemed to be specific and manufactured to order, or 'custom' parts, they are therefore exempt from any legal 'cooling off' period, therefore no order cancellations or product returns can be accepted unless due to exceptional circumstances. We solely reserve the right to deem what may be recognised as an exceptional circumstance.

In case of non-compliance of the product, a Consumer may file a complaint to us within two (2) months from the delivery of the product. The complaint must be filed as soon as consumer discovers the non-compliance but no later than two months. The consumer can file the complaint via email enquiries@wiz-parts.co.uk. In the complaint the consumer shall confirm his/her name and contact details; the date of submission of the complaint; order details including the date of delivery of the product, with a description of the defects and a full description of the non-compliance, clearly demonstrating that the non-compliance has not be caused by any information provided by the consumer.

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We shall not be liable for any non-conformity caused by the activity or failure on the part of the consumer or anything deriving from the specifications provided to us by the consumer. Please note, that unless otherwise agreed by us, all costs relating to rework of non-conformity shall be the responsibility of the consumer.

FINAL STATEMENTS

This Agreement is governed by the laws of England. The User or Consumer agrees that this English language version of the Agreement shall govern the relationship between the User and us.

All the terms in the Agreement and on the Website including the pricing are subject to change by us at any time without prior notification. Any price changes made do not influence the price of a product if the product is already ordered and the order is confirmed by us.

Prices changes become effective immediately after being published by us on the Website. To be informed of all such changes we recommend regularly revisiting our Website and this Agreement. By continuing to use our services after the terms in the Agreement or on the Website have been published, the User automatically agrees to be bound by any changed terms and pricing.

OUR CONTACT DETAILS

We welcome your feedback and questions. If you wish to contact us, please send an email to enquiries@wiz-parts.co.uk or you can write to us at Wiz Parts, Unit D, Glebe Farm, Welsh Road, Cubbington, Leamington Spa, Warwickshire, CV32 7UB.

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