



Terms & Conditions

The following terms and conditions apply to all transactions. The use of this site indicates your acceptance of these terms and conditions. The placement of an order indicates your acceptance of these terms and conditions. Please read them carefully and print a copy for future reference.

These terms and conditions do not affect your statutory rights. We will treat each order for goods as an offer by you to purchase the goods subject to these terms and conditions.

Description of Goods

All images, descriptive matter and specifications advertised on our site are for the sole purpose of giving an approximate description of the goods.

The intention of Powerlink Products is that all information on the website should be as accurate and up to date as possible. However, Powerlink Products cannot guarantee the reliability or the accuracy of the information contained within its pages.

In the event a product is listed at an incorrect price due to any error or omission inc type error, error in pricing information from our suppliers, taxes or duty changes, we shall have the right to refuse or cancel any orders listed at the incorrect price whether or not the order has been confirmed. In the case of a price change we will always inform you first to ensure that the price is acceptable and give you the opportunity to cancel the order. If your credit or debit card has already been charged and we subsequently cancel your order, we will immediately issue a credit to your credit or debit card account in the value of the incorrect price (including delivery charges).

Making A Purchase

When confirmation of order is received, this is to indicate that we have received your order. We are entitled to make adjustments to the price to take account of any error or omission inc type error, error in pricing information from our suppliers, taxes or duty changes, we shall have the right to refuse or cancel any orders listed at the incorrect price whether or not the order has been confirmed. In the case of a price change we will always inform you first to ensure that the price is acceptable and give you the opportunity to cancel the order. If your credit or debit card has already been charged and we subsequently cancel your order, we will immediately issue a credit to your credit or debit card account to the value of the incorrect price (including delivery charges).

There will be no contract of any kind between you and us unless and until we actually dispatch the goods to you. At any point up until then, we may decline to supply the goods to you without giving any reason. At the moment that we accept your order, by dispatching the goods (and not before), a contract will be made between you and us. If we decline to supply goods and payment has already been taken from your credit or debit card, we shall credit your credit or debit card with the price of the goods within 30 days of declining your order. We shall not be obliged to offer you any additional compensation for disappointment suffered.

For security, our payment provider, PayPal, has a number of built-in precautions against fraudulent use of stolen or 'borrowed' cards.

All prices on our website are exclusive of delivery charges unless stated.

Credit orders must be paid in full within 30 days and may require a deposit.

Bank holidays will increase delivery time however we will endeavor to deliver goods within the times stated. Goods are subject to availability and delay in delivery of goods is sometimes outside of our control. Any dates specified for the delivery of the goods are approximate only and we shall not be liable for any losses, costs, damages, charges, or expenses caused by any delay for delivery of the goods. As soon as we have delivered the goods to your door you will be responsible for them. We will only deliver goods to the address on the order and goods will not be left without a signature. From the time of receipted delivery of the goods, any loss or damage to the goods shall be at your own risk. Any transit damage to the goods, shortages or incorrect goods supplied must be noted on the delivery consignment note at the time of delivery.

Availability of Goods

All products and services are subject to availability and may be withdrawn at any time. If we do not supply the goods for any reason we will not charge you for these and we will refund any money already paid for them. However, we will not be responsible for compensating you for any other losses you may suffer if we do not supply the goods

Time Limitation for Notification of Claims

If goods arrive in a damaged condition you must make a note on the carrier's delivery consignment note and it will be your responsibility to inform us within 7 days from delivery. It is your responsibility to sign for the correct number of packages as shown on the carrier's delivery consignment note. Any shortages must be noted on the consignment note and it will be your responsibility to notify us within 7 days from delivery. It is your responsibility to notify us of any in-correct goods supplied within 7 days from delivery. We will not accept liability for goods lost in transit unless we are notified within 10 days from the expected delivery date. If goods returned under this clause are found to be perfect and in full working order, these will be returned to you and an administration fee of 10% of the price of the goods along with the cost of carriage will be charged to your credit or debit card account.

Returns Policy

Powerlink Products has a seven-day money back guarantee (excluding carriage charges).

Goods must be returned to us in their original unopened condition within seven days of purchase and we will refund your money (excluding carriage charges) or exchange the product. Should a product be unsuitable for the customer's requirements due to an oversight by the customer and they require a full refund, a credit card charge of 3% will be deducted from the refund amount.

Should a product be faulty and require a full refund, this 3% charge will not apply.

All returns must have prior approval from Powerlink Products which can be obtained by contacting our returns department who will provide authorised returns with a Returns Authorisation Number. Any items returned without such authorisation may be returned to the sender with an administration fee of 10% of the price of the goods along with the cost of carriage will be charged to your credit or debit card account.

We regret that any special-order (Orders requested from user) items will be not normally be allowed to be returned so it is advisable to ensure that the item ordered is the required item.

Please note that we will not refund or exchange the item if the goods have been used. Goods accepted must be returned in their original packaging and neither the goods nor the packaging must be marked in any way. You must return the goods at your own cost and it is recommended that you obtain insurance and select a delivery method where you can obtain proof of delivery.

Warranty.

All products supplied are covered by our manufacturer's warranty, which is normally for a minimum of one year but may be longer. The documentation sent with the product will tell you all you need to know.

Cancellation. Retail Customers:

You have the right to cancel the order, in order to cancel the order you must return the goods within 7 days of the date that the goods are delivered, unopened and in perfect condition and pay the cost of returning the goods. In case of cancellation, we must return your payment within 30 days of the cancellation less any cost of delivery. There is also an administration fee of 10% of the price of the goods incurred. All returns for must have prior approval which can be obtained by contacting our returns department who will provide authorised returns with a Returns Authorisation Number.

This right to cancel does not apply to business buyers.

Any items returned without such authorisation may be returned to the sender with an administration fee of 10% of the price of the goods along with the cost of carriage will be charged to your credit or debit card account

Limitation of Liability

Nothing in this Agreement shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of Powerlink Products.

Subject to above clause you agree that Powerlink Products shall not be liable either in contract, tort, negligence, statutory duty or otherwise, for any:

loss of profits, revenue or goodwill or any type of consequential, indirect or special loss or damage whatever arising from or in any way connected with this Agreement;

Direct loss or damage (including loss or damage which is reasonably foreseeable or occurs naturally in the course of things) resulting from any acts, omissions, failures or delays occurring on or in relation to those parts of the Internet not under Powerlink Products direct control including, without limitation, damage for loss of business, loss of sales, non payment of sums due, loss of profits, business interruption, loss of reputation, loss of business information, or any other pecuniary loss (even where we have been advised of the possibility of such loss or damage).

You also agree that the maximum aggregate of liability of Powerlink Products in contract, tort, negligence, statutory duty or otherwise (even where Powerlink Products has been advised of the possibility of such loss or damage), for any loss or damage whatever arising from or in any way connected with:

- any defect in a product;
- any liability not excluded by this Agreement shall, in respect of any one or more events or series of events (whether connected or unconnected) taking place within any twelve month period be limited, to **three times** the price of the relevant goods/services. This limit shall also apply in the event that any exclusion or other provision contained in this Agreement is held to be invalid for any reason and Powerlink Products becomes liable for loss or damage that could otherwise have been limited.
- You agree and acknowledge that you are in a better position than Powerlink Products to foresee and evaluate any potential damage or loss that you may suffer in connection with the goods and services provided by Powerlink Products, and therefore that Powerlink Products cannot adequately insure in respect of such liability. You warrant to Powerlink Products that you will insure against, or bear yourself, any loss for which Powerlink Products has excluded liability.
- Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of liability set out may not apply to you.

Indemnity

Save to the extent that it falls within the provisions of the above, you shall indemnify Powerlink Products and any third party (including its sub-contractors) from and against any liability, losses, rights, expenses, loss of profits, business interruption, consequential loss, pecuniary loss, claims or legal proceedings, including, but not limited

to claims involving defamation and intellectual property infringement, and expenses, including legal fees, arising from your use of Powerlink Products site or purchase of goods and/or services from that site which are brought or threatened against Powerlink Products or suffered or incurred by Powerlink Products by another person or entity.

Statutory rights

All statements, guarantees or warranties in these terms of trading are additional to and do not affect your statutory rights.

Powerlink Products is the trading name of C.A. Fisher, 75 SevenAcres, Orton Brimbles, Peterborough.