

Direct Channel Support Systems Ltd – Terms & Conditions of Sale

These Terms & Conditions of Sale ("Terms") govern all quotations, offers, and sales of goods and/or services by Direct Channel Support Systems Ltd ("Direct Channel", "we", "us", "our") to any purchaser (the "Buyer", "you"). By placing an order, the Buyer agrees that these Terms form the entire agreement between the parties to the exclusion of any terms proposed by the Buyer (including those on purchase orders), unless otherwise agreed in writing by a director of Direct Channel. Nothing in these Terms shall limit or exclude any rights which cannot be limited or excluded under applicable law.

1. Definitions & Scope

Contract means the agreement between Direct Channel and the Buyer for the supply of Goods/Services in accordance with these Terms. Goods means the products supplied by Direct Channel. Services means any services provided by Direct Channel. Business Day means a day other than a Saturday, Sunday or public holiday in England. These Terms apply to both business (B2B) and consumer (B2C) customers; where specific consumer protections apply, they are stated expressly.

2. Orders & Acceptance

All quotations are invitations to treat only. A contract is not made until we confirm acceptance of an order in writing or dispatch the Goods. We reserve the right to refuse or cancel any order for any reason. If we cancel an order, any payment received will be refunded promptly by the same method.

3. Prices

Prices are subject to alteration without notice. The price ruling at the date of dispatch shall apply. All prices are quoted in GBP exclusive of VAT unless otherwise stated. We reserve the right to correct clerical or system errors in pricing. Delivery costs are borne by the Buyer unless otherwise agreed.

4. Payment

Payment must be made at the time of order unless we agree credit terms in writing. Where credit is granted, payment must be made within 30 days of the invoice date. We may suspend performance or cancel the contract if payment is overdue. Interest may be charged at 3% over Bank of England base rate on late payments.

5. Delivery

Delivery dates are estimates only. While we strive to meet them, we accept no liability for any direct or indirect loss, damage, or expense caused by delivery delays. We will arrange delivery within the UK at our discretion unless otherwise agreed. Risk in the goods passes to the Buyer upon off-loading at the destination if we are the carrier, or upon leaving our premises otherwise. Title to the Goods remains with Direct Channel until payment in full is received.

6. Delivery Checks & Claims

The Buyer must check parcel quantities and condition upon delivery. Do not sign for goods not received. Discrepancies must be reported within 24 hours of receipt. Non-delivery must be reported within 5 days of order. Failure to comply may invalidate claims. For site deliveries, the Buyer is responsible for being present at delivery.

7. Cancellations & Returns

Orders may be cancelled only prior to dispatch by written notice. If already dispatched, the Buyer must return the goods at their own cost. Correctly supplied goods returned must be unopened, resaleable and are subject to a 20%–40% handling charge. Non-returnable items include bespoke products, special orders, fabricated goods, bulk quantities, opened packs, and goods not in resaleable condition. Returns must be authorised by us in advance. The Buyer has 7 days from receipt of goods to exercise the right to cancel under applicable regulations.

8. Packaging & Storage

Packaging costs may be charged separately. If packaging is returnable, this will be specified. Where goods are stored at the Buyer's request or due to Buyer's fault, all storage, transport and insurance costs will be borne by the Buyer, and risk passes to the Buyer during storage.

9. Product Information & Specifications

All drawings, images, samples, recommendations and data are approximate and provided for guidance only. We reserve the right to vary specifications (including materials and design) at any time with reasonable notice. It is the Buyer's responsibility to verify suitability for their intended application.

10. Product Suitability & Warranty

Unless expressly agreed in writing, we do not warrant suitability of any product for a particular purpose, including continuous vibration, fatigue loading, thermal cycling, chemical or unusual environments. Our warranty is limited to manufacturing defects present at delivery. Remedies are limited to repair, replacement or refund, at our discretion. This warranty excludes normal wear and tear, misuse, improper storage, abnormal conditions, and unauthorised modification.

11. Installation & Use

Goods must be installed and used in accordance with applicable standards and manufacturer instructions. We accept no liability for issues arising from improper installation, abnormal use, lack of maintenance, or combination with non-approved products.

12. Limitation of Liability

Nothing in these Terms limits liability for death or personal injury caused by negligence or any other liability which cannot be excluded under law. Subject to the foregoing, we shall not be liable for indirect or consequential loss, including but not limited to: labour, site or

changeover costs, project delays, loss of profit, business interruption, or third-party claims. Our total liability shall not exceed the price paid for the goods supplied.

13. Ownership & Repossession Rights

Ownership of goods remains with Direct Channel until full payment is received. Until that time, the Buyer must store goods safely and not remove, sell or dispose of them. If the Buyer resells goods before paying us, our interest attaches to the proceeds of resale. We reserve the right to enter the Buyer's premises and repossess goods if payment is not made.

14. Intellectual Property & Confidentiality

All drawings, specifications and designs provided by us remain our property and are confidential. They may not be disclosed without written permission. We will respect the confidentiality of customer information. All intellectual property in our materials remains with us or our licensors.

15. Sub-Contracting

We reserve the right to sub-contract fulfilment of any order or part thereof. The Buyer will ensure that all safety information provided by us is communicated to its employees and contractors.

16. Force Majeure

We shall not be liable for delay or failure to perform due to circumstances beyond our reasonable control, including but not limited to acts of God, fire, flood, war, strikes, industrial disputes, shortages, transport disruption, or pandemic. We may suspend or cancel contracts in such events without liability.

17. Insolvency & Breach of Contract

If the Buyer breaches these Terms, becomes insolvent, enters administration, liquidation, or any analogous process, or has distress levied against its assets, we may suspend further deliveries or terminate the Contract immediately. All outstanding sums shall become due immediately.

18. Consumer Rights

Where the Buyer is a consumer, these Terms shall be interpreted subject to the Consumer Rights Act 2015 and other applicable consumer legislation. Nothing in these Terms affects statutory rights that cannot be excluded, including the right that goods must be of satisfactory quality, fit for purpose and as described.

19. Governing Law & Jurisdiction

These Terms and any disputes shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

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