



## Terms & Conditions of Sale

All orders accepted by IDEAL via [shop.idealnetworks.net](http://shop.idealnetworks.net) (the "IDEAL website") are subject to the Terms and Conditions of Sale set out below:

(Version updated June 2019)

### 1. General

**1.1** All orders for products and services on the IDEAL Networks website at [shop.idealnetworks.net](http://shop.idealnetworks.net) (the "IDEAL website") accepted by IDEAL Networks North America ("IDEAL") are subject to these terms and conditions of sale. No other terms will apply to the supply of products and services by IDEAL unless agreed in writing by an authorised signatory of IDEAL or expressly stated otherwise in these terms and conditions of sale.

**1.2** All descriptions of the products and services contained on the IDEAL website or otherwise communicated to any purchaser of such products or services (the "Customer") are approximate only and shall not form any part of the contract between IDEAL and the Customer. IDEAL shall not be liable to the Customer for any errors or omissions on the IDEAL website, the IDEAL catalogue or other product advertisement. The advertising of products and services on the IDEAL website is not an offer capable of acceptance; it merely constitutes an invitation by IDEAL for the Customer to make an offer to purchase products and services.

**1.3** These terms and conditions of sale do not apply to export transactions or to the Distributors of IDEAL products, to which separate terms and conditions of sale apply.

**1.4** The Customer's particular attention is required for clause 11, which sets out certain limitations of IDEAL's liability.

### 2. Prices

**2.1** The prices of the products and services are as set out on the IDEAL website. IDEAL reserves the right to change prices without prior notice at any time. Customer is informed that prices and products in the printed hard copy catalogue and physical price list are subject to change. Up-to-date information can be found on the IDEAL website. In the event of any conflict between prices for any products listed on the IDEAL website and prices listed in the physical price list, prices listed on the IDEAL website shall prevail.

**2.2** The price of an ordered product or service will be as set out on the IDEAL website at the time of order acceptance by IDEAL.

### 3. Ordering

**3.1** IDEAL reserves the right to decline to trade with any company or person. IDEAL may decline to accept any order, whether or not payment has been received, by giving notice of non-acceptance to the Customer by telephone, email or facsimile within a reasonable period of receipt of the order by IDEAL. Further, IDEAL may cancel orders which have been accepted by giving written notice of such cancellation to the Customer by telephone, email or facsimile within a reasonable period of receipt of the order by IDEAL. If IDEAL rejects or cancels an order for which payment has been taken, it will refund the amount to the Customer as soon as reasonably practicable.

**3.2** IDEAL executes orders to the Customer's requirements, but may provide substitute products where requested by the Customer, or where the product has been superseded by the latest version. To the extent that orders cannot be fulfilled completely from stock, the unfulfilled balance will (at the Customer's option) either be put on back order to be fulfilled when IDEAL next has available stock or be cancelled and refunded to the Customer.

**3.3** If the Customer orders the wrong product or number of products, or duplicates orders, the provisions of clause 12 (Cancellation and Returns) will apply.



## 4. Delivery

**4.1** Subject to any cancellation, substitution or non-fulfilment of Customer's orders in accordance with clause 3 (Ordering), IDEAL will deliver the products specified in the Customer's order. IDEAL will use third party delivery agents to deliver products to Customers.

**4.2** The Customer's delivery options, and the prices for them, are as set out on the IDEAL website at the date of order.

**4.3** Delivery prices apply per order, irrespective of the number of products ordered. Delivery will be made to the Customer's usual business address, unless otherwise agreed in writing.

**4.4** IDEAL will aim to deliver products in accordance with the times and dates for delivery quoted on the IDEAL website or by IDEAL's employees (the 'Quoted Delivery Times'), but Quoted Delivery Times are approximate only and IDEAL shall not be liable for the consequences of any delay in delivery. Time for delivery shall not be of the essence. Delivery of products on the IDEAL website as requiring special handling may (because of the nature of the products) take longer to be delivered.

**4.5** If any delivery has not been made by the Quoted Delivery Time, then subject to the Customer notifying IDEAL of such delay, IDEAL will endeavour to ascertain if the product has been delivered and will inform the Customer of the status of the delivery or the new expected delivery time. IDEAL may also, at its discretion, refund the total delivery charge to the Customer. If a revised delivery time is not acceptable, IDEAL may also, at its discretion, offer an alternative delivery option. These are the Customer's exclusive remedies for late delivery.

## 5. Inspection, Delivery Delays and Non-Delivery

**5.1** The Customer must inspect the products as soon as is reasonably possible after receipt of products. The Customer shall, within 3 days (or 30 days only for Consumers) of the date of delivery or, in the case of sub-clause (iv) below, the Quoted Delivery Time or any updated estimated date for delivery, give notice to IDEAL in detail of:

- (i) Any defect in the product that is apparent on reasonable examination. In this case IDEAL shall, at IDEAL's discretion, replace the products, repair the products after inspection or refund the purchase price. In any event the Customer must refuse parcels delivered in a damaged condition;
- (ii) Any shortfall in products delivered. In this case IDEAL shall, at its discretion, deliver the undelivered products or refund the price of the undelivered products;
- (iii) Any delivery of products not in accordance with the order. In this case IDEAL shall, at IDEAL's discretion, replace the products or refund the purchase price; or
- (iv) Any non-delivery of the products (in which case the time limit is within 10 days of the estimated despatch date). In this case IDEAL shall deliver the undelivered products or refund the price of the undelivered products.

**5.2** If the Customer fails to give any such notice, the products shall be conclusively presumed to be, in all respects, in accordance with the order and free from apparent defects, and the Customer shall be deemed to have accepted the products accordingly. IDEAL's record of the products despatched (including the quantity) shall be conclusive evidence of the products received by the Customer, unless proved otherwise by the Customer.

**5.3** The remedies set out above are the Customer's exclusive remedies for non-delivery or short delivery of products, or for apparent defects in the products or delivery of products not in accordance with the order. IDEAL shall not be liable for any losses, consequential or otherwise, or for costs (including legal costs), expenses, liabilities, loss of profits, business or economic loss, depletion of goodwill, damages, claims, demands, proceedings, judgments or otherwise arising from these circumstances.



## 6. Payment

6.1 All orders via IDEAL Website are placed with payment terms: cash with order. No order will be accepted without payment being received in full prior to shipment of the product.

## 7. Risk and Ownership

7.1 In the case of products to be delivered to the Customer's property, title and risk of loss of or damage to the products shall pass to the Customer on delivery, unless the Customer wrongfully fails to take delivery of the products, in which case such title and risk shall pass to the Customer at the time when IDEAL has attempted to deliver the products.

## 8. Product and Availability Information

8.1 IDEAL reserves the right, without prior notice, to discontinue any product or to make design changes as part of its continuous programme of product improvement, or to assist product availability, and such changes may take place during the life of any IDEAL catalogue. The most up to date information on the availability and design of the products IDEAL supplies is available on the IDEAL website.

8.2 Unless otherwise confirmed in writing, nothing on the IDEAL website or in any IDEAL's catalogue is to be taken as a representation of the source of origin, manufacture, or production of the products or any part of them.

## 9. Warranties and Remedies

9.1 IDEAL warrants that no product purchased from IDEAL is materially defective.

9.2 In the event of any such product being materially defective, and subject to the provisions of clause 5 (Inspection, Delivery, Delays and Non-Delivery) surrounding defects apparent on delivery, IDEAL will (at its option) replace or repair the product or refund the purchase price.

9.3 IDEAL warrants that any service purchased from IDEAL as referred to in clause 13 (Services) will be provided using reasonable care and skill. If any such service falls short of this standard, IDEAL will, at its option, either re-provide the service or supply to the Customer free of charge a substitute product in place of the defectively serviced product.

9.4 These warranties shall not apply to any defect which arises from abuse, accidents, ordinary wear and tear, improper use or storage, failure to follow the product instructions, any repair or modification made without the consent of IDEAL, or any external causes beyond IDEAL's reasonable control. These warranties also do not cover replaceable component parts.

9.5 The remedies set out in this clause 9 shall be the Customer's sole remedies for any breach of warranty and in respect of the supply or non-supply of products and/or services.

9.6 The availability of the remedies set out in this clause 9 is subject to:

(i) a claim being made in writing to IDEAL, prior to the return of any defective product, and within 12 months of the original date of despatch or date of service, or such other periods as may be indicated by IDEAL for specific products or services from time to time in writing; and

(ii) the Customer returning or disposing of the relevant products, or making them available for collection by IDEAL, in accordance with IDEAL's instructions and suitably packaged. In particular, for any returns, the Customer must obtain a returns number from IDEAL and quote this on all paperwork, and state the original invoice number in respect of the products and the nature of any claimed defect.

9.7 Where the Customer returns defective products otherwise than in accordance with these provisions, IDEAL may refuse such products and return them to the Customer at the cost of the Customer.



**9.8** Any products which are replaced by IDEAL shall become the property of IDEAL. Title to replacement products shall pass to the Customer in accordance with the provisions of clause 7 (Risk and Ownership), and the period of the replacement product's warranty shall be the unexpired period of the defective product's warranty.

**9.9** The Customer shall have no remedy in respect of any untrue statement made to it upon which it relied in ordering products and/or services (unless such untrue statement was made fraudulently) other than any remedy it may have set out expressly in these terms and conditions of sale.

**9.10** Save as expressly provided in these terms and conditions of sale, all implied warranties, terms and conditions (whether statutory or otherwise) concerning the supply or non-supply of products and/or services are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality, fitness for purpose and provision of services with reasonable care and skill).

**9.11** Except as required by law, IDEAL will not be liable to the Customer for any loss, damage or liability of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions (statutory or otherwise) or breach of any other duty of any kind imposed on IDEAL by operation of law. The Customer acknowledges that it is responsible for ensuring that the products and services it orders are fit for the purposes for which it intends to use them.

**9.12** The warranty periods are as follows unless otherwise stated by IDEAL:

<b>Product</b>	<b>Warranty period (from date of delivery)</b>
Rechargeable batteries	6 months
Repairs	3 months
All other products	12 months

**10. Export Control and Limitations of Use**

**10.1** Certain products sold by IDEAL are subject to export control regulations of the United Kingdom, the United States of America, the European Union and other countries ("Export Laws"). The Customer shall comply with such Export Laws and obtain any licence or permit required to transfer, export, re-export or import the products.

**10.2** The Customer shall not, directly or indirectly, sell, permit to be sold, dispose of, export, re-export or otherwise provide products to any country or entity under sanction or embargo administered by the United Kingdom, the United States of America, the European Union or other country.

**10.3** The Customer certifies that products purchased from IDEAL will not be used, sold or incorporated into products used directly or indirectly in the design, development, production or use of chemical, biological or nuclear weapons, delivery vehicles and systems of the same or in the development of any weapons of mass destruction.

**10.4** Products sold by IDEAL are not recommended or authorised for use in life support, surgical implantation, nuclear or aircraft applications or for any use or application in which the failure of a single component could cause substantial harm to persons or property.

**10.5** Classifications of product for export purposes, including ECCN and Harmonised Tariff codes, are made for internal use by IDEAL only. Such information is provided by IDEAL in good faith based on the information available to it at the time of compilation. IDEAL makes no warranty or representation that such information is up to date or correct, and shall not be liable to the Customer for any form of loss or damage suffered by the Customer as a result of reliance upon such information. Use of the information is done so at the Customer's



own risk with no recourse to IDEAL. The Customer is responsible for ensuring compliance with all applicable export legislation, including determining the correct classification of an item at the time of any onward export.

## 11. Liability

**11.1** IDEAL shall not be under any liability for damage, losses (whether direct, indirect or consequential), expenses, liabilities, loss of profits, business or economic loss, depletion of goodwill, costs (including legal costs), claims, demands, proceedings, judgments or otherwise resulting from the failure to give advice or information or the giving of incorrect advice or information (including through the IDEAL technical helpline) whether or not due to its negligence or that of its employees, agents or sub-contractors.

**11.2** IDEAL shall not be liable for economic loss, punitive damages, loss of revenue, loss of profits or expected future business, damage to reputation or goodwill, loss of any order or contract or any consequential or indirect loss or damage, all as may result from, or be connected with: (i) any express or implied terms of the contract between IDEAL and the Customer, or of any order accepted by IDEAL; (ii) any duty of any kind imposed on IDEAL by law arising out of or in relation to the contract between IDEAL and the Customer or order; (iii) any defect in the products or services; (iv) intellectual property rights infringement; or (v) any other loss whatsoever arising out of these terms and conditions of sale.

**11.3** If, notwithstanding any other provisions in these terms and conditions of sale including without limitation clauses 9 (Warranties and Remedies), 10 (Limitations of Use) and 11 (Liability), any liability attaches to IDEAL, IDEAL's liability to the Customer arising out of or in connection with these terms and conditions of sale or any order whether in contract, tort or otherwise in respect of one or more of (i) any express or implied terms of the contract between IDEAL and the Customer, or of any order accepted by IDEAL; (ii) any duty of any kind imposed on IDEAL by law arising out of or in relation to the contract between IDEAL and the Customer or the order; (iii) any defect in the products or services; (iv) intellectual property rights infringement; or (v) any other loss whatsoever arising out of these terms and conditions of sale shall be limited in the aggregate to £100,000 or the total value of the order, whichever is greater.

**11.4** Nothing in these terms and conditions of sale (including without limitation this clause 11) shall exclude or limit the liability of IDEAL for death or personal injury caused by the negligence of IDEAL or its employees, agents or sub-contractors, or for fraud or anything else which cannot by law be limited or excluded.

## 12. No fault Cancellations and Returns

**12.1** IDEAL may, at its discretion and in writing, allow an order to be cancelled where there is no fault with the product subject to IDEAL recovering from the Customer the costs incurred by IDEAL.

**12.2** Customers may only return products to IDEAL, and receive a credit or refund and on the following conditions:

- (i) The Customer should contact IDEAL to obtain a returns number (to be quoted on all relevant paperwork);
- (ii) Return must be made within 30 days of the date of delivery (as stated on the delivery documentation);
- (iii) Products must be returned to IDEAL in their original condition and packaging and in a condition which will enable them to be immediately fit for re-sale;
- (iv) The Customer must follow any specific instructions which appear on the IDEAL website (including those available in the Product Returns section: <http://shop.idealnetworks.net/us> or with any product regarding its return to IDEAL;
- (v) Products must be returned to IDEAL adequately packed and clearly labelled, with the IDEAL returns reference quoted on the outside of the carton/box; and
- (vi) The Customer must quote the original IDEAL invoice reference number at the time of return, otherwise any credit given for the returned products will be based upon the lowest sales price.

**12.3** Where the Customer returns products to IDEAL not in accordance with these terms and conditions (for example, after the period for returns has expired or in an unfit state) IDEAL may refuse to accept the return



and return the products to the Customer at the Customer's expense or may apply a handling charge which relates to the actual cost of reprocessing.

**12.4** This no fault returns policy excludes, LanTEK® III, FiberTEK® III, OTDR II, OC I and any products purchased as pre-owned (used or refurbished testers).

**12.5** IDEAL accepts no responsibility for any loss of or damage to products in transit from Customer to IDEAL or for any items received by IDEAL with them.

### **13. Force Majeure**

IDEAL reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Products ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of IDEAL including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, the Customer shall be entitled to give notice in writing to IDEAL to cancel the order.

### **14. Intellectual Property Right**

**14.1** The Customer acknowledges that IDEAL and its licensors own the intellectual property rights in the IDEAL website, the IDEAL catalogues, the catalogue content and the stock numbers, and that their whole or partial reproduction without IDEAL's prior written consent is prohibited.

**14.2** IDEAL does not warrant or give any assurance to the Customer that any products supplied do not infringe the intellectual property rights of any third party.

### **15. Anti-Bribery**

**15.1** The Customer shall (and shall procure that persons associated with it or other persons who are providing goods or services in connection with these Terms and Conditions shall) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010 (the Relevant Requirements) and shall:

- (i) not (directly or indirectly) induce any employee, agent or subcontractor of IDEAL to make any concession to or confer any benefit on the Supplier, refrain or withhold from doing any act, in return for any gift, money, or other inducement;
- (ii) not do or omit to do any act that will cause or lead IDEAL to be in breach of any of the Relevant Requirements; and
- (iii) promptly report to IDEAL any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with these Terms and Conditions.

**15.2** The Customer is informed that:

- (i) IDEAL employees are not permitted to accept gifts of more than token value, loans, excessive entertainment or other substantial favours from any company or individual that does business with IDEAL or seeks to do so;
- (ii) IDEAL employees are not permitted to solicit gifts or other favours from any company or individual that does business with IDEAL, or seeks to do so; and
- (iii) entertainment of IDEAL employees is acceptable only if it has a justifiable business purpose. It should be of a reasonable nature and such that IDEAL's employees, agents or contractors, can reciprocate.

**15.3** Financial restrictions on gifts and entertainment are contained in IDEAL's Anti-Bribery Policy and further details are available on request.

**15.4** Any breach of this clause 15 shall be a material breach of these terms and conditions which is incapable of remedy.



## **16. Data Protection and Customer Information**

**16.1** IDEAL is part of an international company owned by IDEAL Industries Inc. and is registered as a data controller under the Data Protection Act 1998. Any member of this group may keep and use personal details of the Customer and its employees for the purposes of providing products and services to the Customer. In addition IDEAL may disclose the Customer's and its employees' details to organisations working on behalf of IDEAL anywhere in the world (for example, credit reference agencies, mailing houses and call centres) for the purpose of proper fulfilment of orders and IDEAL's obligations under these terms and conditions of sale. Please see our Privacy Policy on the IDEAL Website for full details.

**16.2** IDEAL may send to any business Customer and its employees details of other products and services offered by its group that may interest the Customer. If the Customer or its employees do not want to receive details of these offers then they should contact the IDEAL Marketing Department either in writing at, IDEAL Networks, Stokenchurch House, Oxford Rd, Stokenchurch, High Wycombe HP14 3SX, United Kingdom, by fax on 01925 428 381, by telephone on 01925 428 380 or by e-mail at: [uksales@idealnwd.com](mailto:uksales@idealnwd.com)

## **17. Law and Jurisdiction**

**17.1** The contract between IDEAL and the Customer based on these terms and conditions of sale as applicable to each Customer order shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the conflict of laws principles thereof, and the Customer consents to the jurisdiction of the Illinois courts.

**17.2** If any part of these terms and conditions of sale is found to be unenforceable by any court or competent authority or would be found to be unenforceable if it were interpreted or construed in a particular way, then it is the parties' express intention that the relevant wording should be interpreted or construed so as to avoid such a finding and that, in the event of such a finding, the remainder of the provision in question shall be interpreted or construed to give it full effect.

**17.3** No express term of these terms and conditions nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

IDEAL Networks North America, 300 Roundhill Drive, Suite 1, Rockaway, NJ 07866 U.S.A. Tel: 973-957-7700

© 2019 IDEAL Network North America