

Solent Rewinds Ltd General Terms & Conditions

1. Definitions and Application of Terms:

In these Terms and Conditions, **Solent Rewinds Ltd** shall be referred to as the **"Company"**. The term **"Goods"** shall include, without limitation, all products, equipment, materials, repairs, rewinds, services, labour, inspections, testing, maintenance, and any other work, services, or items supplied, provided, repaired, manufactured, or carried out by the Company. Any individual, partnership, firm, company, organisation, public body, or other entity placing an order with, requesting services from, or otherwise engaging the Company shall be referred to as the **"Client"**. These Terms and Conditions shall apply to all quotations, orders, contracts, agreements, and transactions entered into between the Company and the Client, unless otherwise expressly agreed in writing and signed by an authorised representative of the Company. No variation, amendment, or addition to these Terms and Conditions shall be binding unless confirmed in writing by the Company. By placing an order for Goods, requesting the provision of Goods, accepting a quotation, or otherwise entering into a contractual arrangement with the Company, the Client shall be deemed to have read, understood, and accepted these Terms and Conditions in full. The Client acknowledges that these Terms and Conditions govern the supply of all Goods by the Company and form the entire basis of the contractual relationship between the parties, except where otherwise agreed in writing. Any conditions, terms, or provisions contained within the Client's purchase order, standard terms of business, or any other document issued by the Client shall not apply to the supply of Goods by the Company unless expressly accepted in writing by the Company. In the event of any inconsistency, conflict, or discrepancy between these Terms and Conditions and any terms proposed by the Client, these Terms and Conditions shall take precedence and shall prevail to the fullest extent permitted by law. The Client's acceptance of delivery of Goods, payment of any invoice, or continued instruction of the Company shall constitute conclusive evidence of the Client's acceptance of these Terms and Conditions.

2. Client Credit Accounts:

Clients wishing to open a credit account with the Company must provide, in writing and in accordance with the Company's account

application form, the full names and addresses of two trade references together with their banking details.

By opening an account, the Client confirms that it is trading under the name provided. If this is not the case, the person signing the account application shall be responsible for payment. A sufficient credit check will be carried out on the client before accepting the opening of the account.

3. Payment Terms:

Unless otherwise agreed in writing all client account holders will be liable to pay the invoice 30 days from the date that the invoice is raised. Any discounts offered are conditional upon payment being received within the agreed period of 30 days, or 60 days where expressly confirmed in writing. Should payment not be made within the applicable period, the Company reserves the right to cancel or reclaim any discount previously applied. The Company may charge interest on overdue accounts in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation. Where any invoice remains unpaid, the Company reserves the right to suspend or withhold further deliveries, installations, services, or work in progress until all outstanding amounts have been settled in full. The Company shall not be liable for any resulting delays or losses. Any dispute, query, or discrepancy relating to an invoice must be notified to the Company in writing within 14 days of the invoice date. Failure to do so may affect the Company's ability to investigate the matter and may result in the invoice being deemed accepted. Seriously overdue accounts may be referred to a debt recovery agency. In such circumstances, the customer may be liable for any recovery costs, administrative charges, and applicable interest incurred in collecting the outstanding debt. The client shall have no right to withhold payment or exercise any right of set-off against sums due to the Company unless required by law.

4. Quotations:

Unless agreed otherwise in writing, quotations are valid for 15 days from the date of issue and may be withdrawn or amended at any time thereafter. Where acceptance of a quotation is received after the expiry of the validity period, the Company reserves the right, at its sole discretion, to reject the order, issue a replacement quotation, or accept the order on revised terms and pricing. Any

Solent Rewinds Ltd General Terms & Conditions

goods received to the Company by the client for inspection and quotation shall be retained for a period of up to 90 days following the issue of the quotation. Where the customer does not authorise the recommended repair or fails to collect the goods within this period, the Company may treat the goods as abandoned and dispose of them accordingly. The customer shall remain liable for any costs incurred in relation to storage, handling, or disposal of the goods.

5. Orders and Client Responsibilities:

To avoid misunderstandings, all orders and instructions should be confirmed in writing by email or other agreed means. The Company accepts no responsibility for errors, misunderstandings, or omissions arising from verbal instructions, and such matters shall not justify the withholding of payment. Any lead times provided for products or materials are estimates only and remain subject to confirmation by the Company following acceptance of the order and receipt of the manufacturer's acknowledgement. The Company reserves the right to revise estimated production, delivery, or completion dates where circumstances require and shall not be liable for any resulting delay. Goods ordered incorrectly by the Client may only be returned with the prior written approval of the Company. Approved returns may be subject to a handling or restocking fee. The Client shall be responsible for all costs associated with the return of incorrectly ordered goods, including carriage, transport, packaging, and insurance where applicable. Unless specifically included within the Company's quotation or order confirmation, services such as testing, certification, commissioning, site attendance, and site visits are excluded from the scope of supply. The Client shall provide a valid purchase order or written instruction for any additional works requested outside the original scope of supply. Where a purchase order is not provided, the Company reserves the right to invoice the additional works using the name of the requesting Client representative as the order reference. Any modification, adaptation, or alteration of standard equipment requested by the Client shall be undertaken entirely at the Client's risk. To the fullest extent permitted by law, the Company shall not be liable for any indirect, special, or consequential loss, including loss of profit, revenue, contracts, business opportunity, or anticipated savings arising from the supply of goods or services.

6. Loss in Transit, Delivery Shortages and Defective Goods:

Where delivery has been arranged by the Company and included within the contract price, the Company will, at its discretion, repair, replace, or credit any Goods lost or damaged in transit, provided written notification is received within 72 hours of delivery. Any shortages, incorrect deliveries, or missing items must be reported to the Company in writing within three working days of receipt of the Goods. Claims for non-delivery must be submitted in writing within three working days of receipt of the Company's invoice, delivery confirmation, or dispatch notification, whichever occurs first. Goods alleged to be faulty, defective, or supplied incorrectly must be reported to the Company within three working days of delivery and must not be returned without prior authorisation. Where requested, such Goods shall be returned to the Company, carriage paid, for inspection and assessment. The Company's liability in respect of damaged, defective, or incorrectly supplied Goods shall be limited to repair, replacement, or credit at its sole discretion. Any warranty claim relating to faulty Goods shall be subject to the terms, conditions, and limitations of the relevant manufacturer or supplier warranty. The Company shall have no liability for any claim under this clause where the Client fails to notify the Company within the timescales specified above.

7. Returns of New and Repaired Goods:

No new or repaired Goods may be returned without the prior written approval of the Company and the issue of a valid Returns Authorisation Number (RMA). Goods supplied to the Client's specific requirements, including bespoke, modified, special-order, or non-standard items, are not eligible for return unless they are proven to be faulty or otherwise required by law. The Company reserves the right to refuse returns that have not been authorised in advance or that do not comply with its return's procedure. Any authorised return may be subject to a handling, inspection, testing, or restocking charge at the Company's discretion. All returned Goods must be consigned carriage paid, adequately packaged, and accompanied by details of the original invoice number, invoice date, and reason for return.

Solent Rewinds Ltd General Terms & Conditions

8. Value Added Tax (VAT):

All prices, quotations, and charges issued by the Company are exclusive of Value Added Tax (VAT) unless expressly stated otherwise. VAT shall be charged at the rate applicable at the tax point in accordance with UK legislation and will be added to the invoice where required. The Client shall be responsible for payment of all VAT and any other applicable taxes, duties, or levies in addition to the price of the Goods and/or Services supplied. Where a transaction is treated as zero-rated, exempt, or subject to any special VAT treatment, the Client shall provide all information and documentation reasonably required by the Company to support such treatment. Failure to do so may result in VAT being charged at the prevailing rate.

9. Warranty and Motor Protection:

Solent Rewinds Ltd provides a warranty of twelve months on repair work carried out by the Company. This warranty covers defects arising solely from the Company's workmanship and materials used during the repair process and does not extend to the motor, equipment, or assembly as a whole unless specifically agreed in writing. The Company's warranty applies only to those components repaired, replaced, or supplied by the Company. Components that are inspected, tested, cleaned, or reused as part of a repair are not covered by the warranty solely by virtue of such inspection or testing. Whilst every reasonable effort is made to assess component condition, the Company cannot predict the remaining service life of existing parts and accepts no liability for their subsequent failure. Should a motor or repaired item fail during the warranty period, it must be returned to the Company for inspection without alteration, dismantling, or interference by any third party. The Company reserves the right to investigate the cause of failure before determining whether the warranty applies. Where a fault is found to be covered by warranty, the necessary remedial work will be carried out free of charge. Many component failures are attributable to operating conditions, installation practices, environmental factors, contamination, overloading, voltage irregularities, or other external causes beyond the Company's control. Evidence of such conditions can often be identified during inspection and may invalidate warranty claims. Certain wear-and-tear components, including but not limited to bearings, oil seals, mechanical seals, centrifugal switches,

contactors, relays, and capacitors, are subject to normal wear, contamination, misuse, environmental conditions, and operational demands. Accordingly, such components cannot be covered by an unconditional warranty unless specifically stated otherwise in writing. The Company shall not be liable for any indirect, incidental, special, or consequential loss arising from the failure of any motor, component, repair, or service, including but not limited to loss of production, business interruption, loss of profit, or additional operational costs. The validity of this warranty is conditional upon the repaired equipment being installed, commissioned, operated, and maintained by suitably qualified and competent personnel.

The Client shall ensure that all motors and associated equipment are protected by correctly selected, properly adjusted, and fully functional electrical protection devices in accordance with current applicable electrical regulations, including the requirements of BS 7671 (IET Wiring Regulations), as amended from time to time. Where appropriate protection is correctly installed and maintained, motor failures can often be prevented or limited, enabling the underlying cause of any fault to be identified without damage to the motor windings. The Company reserves the right to reject any warranty claim where failure has resulted, in whole or in part, from inadequate protection, incorrect installation, misuse, neglect, overloading, voltage imbalance, supply abnormalities, environmental conditions, or operation outside the equipment's design parameters. The same principles apply to both repaired and newly supplied motors and all associated equipment.

10. Limitation of Liability:

The Company shall not be liable to the Client for any indirect, consequential, incidental, or special loss or damage arising out of, or in connection with, the supply, repair, installation, maintenance, use, or failure of any Goods supplied by the Company, regardless of whether such loss or damage was foreseeable or the Company had been advised of the possibility of such loss. Without limitation to the foregoing, the Company shall not be liable for any loss of profit, loss of revenue, loss of production, loss of contracts, loss of anticipated savings, loss of business opportunity, loss of goodwill, loss of reputation, or any other economic or financial loss suffered by the Client, whether directly or indirectly arising from the supply of Goods or Services.

Solent Rewinds Ltd General Terms & Conditions

The Company's total aggregate liability arising under, or in connection with, any contract with the Client, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, shall in no circumstances exceed the total invoice value of the Goods or Services supplied under the relevant contract giving rise to the claim. The Client shall be responsible for ensuring that any specifications, drawings, designs, instructions, or technical information supplied to the Company are accurate, complete, and suitable for their intended purpose. The Company shall not be liable for any faults, defects, failures, delays, or losses arising from reliance upon information provided by the Client. The Client shall indemnify and keep indemnified the Company against all claims, demands, actions, proceedings, losses, costs, expenses, damages, and liabilities arising from or in connection with the Company's compliance with any specifications, designs, drawings, instructions, or other requirements supplied by or on behalf of the Client, including any claim relating to intellectual property rights, product performance, or regulatory compliance.

Nothing in these Terms and Conditions shall exclude or limit the Company's liability for: Death or personal injury caused by its negligence; Fraud or fraudulent misrepresentation; Breach of any obligation implied by law where such liability cannot lawfully be excluded or limited; or any other liability which cannot be excluded or restricted under applicable law.

The Client acknowledges that the prices charged by the Company are determined on the basis of the limitations and exclusions of liability contained within these Terms and Conditions, and that such limitations and exclusions represent a fair and reasonable allocation of risk between the parties.

11. Errors and Omissions:

The Company reserves the right to correct, at any time and without prior notice, any clerical, typographical, administrative, pricing, specification, quotation, invoicing, or other errors or omissions that may occur in any quotation, order acknowledgement, invoice, document, correspondence, website content, catalogue, or other material issued by the Company. The correction of any such error or omission shall not give rise to any liability on the part of the Company, nor shall it entitle the Client to cancel any order, refuse delivery, withhold payment, or seek compensation, damages, or any other

remedy, provided that the Company acts reasonably in making such correction. The Company shall not be liable for any loss, cost, expense, delay, or inconvenience suffered by the Client as a result of any genuine error or omission being identified and subsequently corrected.

12. Privacy and Data Protection:

The Company is committed to protecting the privacy and security of the information provided by its clients, suppliers, and business contacts. In the course of its business activities, the Company may collect and retain contact and business information, including company names, addresses, telephone numbers, email addresses, contact names, job titles, and other information necessary for the administration of accounts, the provision of quotations, the processing of orders, the supply of Goods and Services, and the fulfilment of contractual obligations.

All information held by the Company shall be stored securely and protected by appropriate technical and organisational measures designed to prevent unauthorised access, disclosure, alteration, loss, or misuse. Access to such information shall be restricted to authorised personnel and service providers where necessary for legitimate business purposes.

The Company shall not sell, rent, or otherwise disclose Client information to third parties for marketing purposes. Information may be shared where required by law, where necessary for the performance of a contract, or where the Company has a legitimate business interest in doing so.

The Company will retain information only for as long as reasonably necessary to fulfil its contractual, legal, regulatory, and business obligations.

Clients and business contacts may request details of the information held about them and may request the correction of inaccurate information or the removal of their details where legally permissible. Requests relating to personal data should be directed to info@solentrewinds.co.uk.

Solent Rewinds Ltd General Terms & Conditions

By placing an order with the Company or otherwise engaging its services, the Client acknowledges and accepts the Company's collection, processing, storage, and use of information in accordance with these Terms and Conditions and applicable data protection legislation.

13. Website Terms and Conditions

This website is owned and operated by **Solent Rewinds Ltd** ("the Company", "we", "our", or "us"). By accessing and using this website, you agree to be bound by these Terms of Use. If you do not agree to these terms, you should discontinue use of the website immediately.

14. Website Content

The information provided on this website is intended for general information purposes only. Whilst the Company makes reasonable efforts to ensure that information is accurate and up to date, no representation or warranty is given regarding the accuracy, completeness, reliability, or suitability of any content contained on this website.

The Company reserves the right to amend, remove, or update website content at any time without prior notice.

15. Intellectual Property Rights

Unless otherwise stated, all content published on our website, including text, graphics, logos, photographs, drawings, technical information, designs, software, and downloadable materials, is the property of Solent Rewinds Ltd or its licensors.

No content may be copied, reproduced, republished, transmitted, distributed, modified, or used for commercial purposes without the prior written consent of the Company.

16. Acceptable Use

You agree to use this website only for lawful purposes and in a manner that does not: Breach any applicable laws or regulations.

Interfere with the operation or security of the website. Introduce viruses, malware, or other harmful materials. Attempt to gain unauthorised access to any part of the website, server, databases, or associated systems. Use automated systems to collect data from the website without prior written permission.

17. Website Availability

Whilst the Company endeavours to keep the website operational, it does not guarantee uninterrupted access or freedom from errors.

The Company reserves the right to suspend, withdraw, modify, or discontinue any part of the website without notice and shall not be liable for any resulting loss or inconvenience.

18. Links to Third-Party Websites

This website may contain links to third-party websites for information or convenience. Such links do not constitute endorsement by the Company. The Company accepts no responsibility for the content, security, availability, or privacy practices of any third-party website.

19. Limitation of Liability

To the fullest extent permitted by law, the Company excludes all liability arising from the use of, or inability to use, this website.

The Company shall not be liable for: Loss of profits. Loss of business or contracts. Loss of revenue. Loss of anticipated savings. Loss of data. Consequential, indirect, or special losses. Nothing in these Terms shall exclude or limit liability for death or personal injury caused by negligence, fraud, or any liability which cannot be excluded under applicable law.

20. Viruses and Security

Whilst reasonable precautions are taken to protect this website, the Company does not guarantee that the website or any downloadable material will be free of viruses, malware, or other harmful components. Users are responsible for ensuring that appropriate antivirus and security measures are implemented on their own systems.

21. Privacy and Cookies

The use of personal information submitted through this website shall be governed by the Company's Privacy Policy and Cookie Policy. By using this website, you consent to the collection and processing of information in accordance with those policies.

22. Trademarks

Any trademarks, service marks, logos, or trade names displayed on this website remain the property of their respective owners.

Nothing contained on this website grants any licence or right to use any trademark without the prior written consent of the relevant owner.

Solent Rewinds Ltd General Terms & Conditions

23. Entire Agreement:

These Terms and Conditions constitute the entire agreement between the Company and the Client in respect of the supply of Goods and Services and supersede any previous agreements, understandings, representations, or arrangements between the parties relating to the same subject matter.

24. Governing Law:

These Terms and Conditions and any contract between the Company and the Client shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with these Terms and Conditions or any contract between the parties shall be subject to the exclusive jurisdiction of the courts of England and Wales.

25. Acceptance of Terms

By placing an order with the Company, accepting a quotation, or instructing the Company to commence work, the Customer acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

26. Disputes Regarding Terms and Conditions

If any Customer disputes the applicability or interpretation of these Terms and Conditions, the Company shall be entitled to rely upon any quotation, order acknowledgement, invoice, delivery note, email correspondence, or other documentation referring to these Terms and Conditions as evidence that the Customer was made aware of and accepted them. By placing an order, accepting a quotation, delivering Goods for repair, or instructing the Company to commence work, the Customer shall be deemed to have accepted these Terms and Conditions in full.

27. Company Details:

Solent Rewinds Ltd

Registered in England and Wales

Company Number: 05220864

Company VAT: 704581642

Registered Office: Unit 4, Culverin Square, Limberline Rd, Hilsea, Portsmouth, PO3 5BU

Telephone: 02392 655006

Email: info@solentrewinds.co.uk

Website: www.solentrewinds.co.uk

Last Updated: September 2026