Order Form

Fax 0844 557 6001**
Maplin,
PO BOX 534
Manvers, Rotherham, S63 3DH

The electronics specialist **maplin**

To order now, call 0844 557 6000
or visit www.maplin.co.uk**

Phone before 5pm weekdays for same day despatch

For office use only
Filing No.

Ref: ORD26

Date	Customer No.	Account No.	Purchase Order Number

Customer/Account Address
Mr/Mrs/Miss/Ms. other (please delete)

First Name Initial
Surname
Company Name
Address
Postcode
Telephone Email

Delivery Address (if different from customer address)
Mr/Mrs/Miss/Ms. other (please delete)

Contact Name
Company Name
Address
Postcode
Telephone

Order Code	Description	Page No:	Quantity	Ex Vat Price	Inc VAT (if app.)	TOTAL

Add postage for UK delivery if order is under £35 (inc.VAT)	**£2.99**
Overseas Delivery*	
Grand Total	**£**

Method of Payment
I authorise you to debit my credit card account for the cost of goods despatched.
Credit Card Number

Visa/Mastercard/Maestro/Solo/American Express/Delta (Delete as required)

Switch Issue No.

Please make cheques payable to **'Maplin Electronics Ltd'**

If ordering by credit card please sign:

Start date of card / Expiry date of card /

Name on card Last 3 digits of security Code
(found on signature strip on reverse of card)

Office Use Only

DOR	CQ	CA	PO
CNC	Total		
CNM			

***NON UK CUSTOMERS**
Please see "Conditions of Sale & Ordering Information" overleaf.
For more informaton phone
0044 844 557 6000**

Offensive Weapons Act 1996
Following recent legislation it is not legal for Maplin Electronics to supply certain products to anyone under the age of 16 years. If you are purchasing such items (as indicated in the current Maplin catalogue), please confirm your age. I confirm that I am over 16 years of age (TICK HERE) ☐
PLEASE NOTE: By law we are not allowed to sell butane or solvent based products to persons under the age of 18. I confirm that I am over 18 years of age (TICK HERE) ☐

For training purposes, your calls may be monitored.
If you would like to be kept aware, via mail, of our special offers (TICK HERE) ☐
**** National rate call charge. Calls originated from non BT lines may be charged at different rates.**

VISA MasterCard Maestro DELTA SOLO AMERICAN EXPRESS

BSI REGISTERED FS 12750 BS EN ISO 9002 STOCKHOLDING & SUPPLY

The electronics specialist

maplin

Conditions of Sale

1.0 Definitions

In these Terms and Conditions the following words shall have attributed to them the meanings specified

1.1 'Maplin' shall mean Maplin Electronics Ltd. whose principal place of business and registered office is at Brookfields Way, Manvers, Wath Upon Dearne, Rotherham S63 5DL.

1.2 'Customer' shall mean the person, company or any other body that purchases or agrees to purchase Goods whether a Consumer Trade Customer or Credit Customer.

1.3 'Consumer' shall have the same meaning as attributed by The Consumer Protection (Distance Selling) Regulations 2000 or any statutory modification thereof.

1.4 'Trade Customer' shall mean a Customer who buys Goods for the purpose of a business and not as a Consumer.

1.5 'Credit Customer' shall mean a Trade Customer to whom Maplin allows credit in respect of Goods purchased or agreed to be purchased.

1.6 'Goods' shall mean all goods and services which the Customer agrees to buy from Maplin including replacements for defective Goods, hardware documentation and software products licensed for use by the Customer.

1.7 'Contract' shall mean the Contract between Maplin and the Customer for the sale of Goods by Maplin to the Customer.

1.8 'Catalogue' shall mean any published promotional material produced by Maplin.

1.9 'Working Days' shall mean Monday to Friday inclusive but exclusive of Bank Holidays.

1.10 'Customer's Registered Address' shall mean the address of the Customer that is already registered with Maplin or the address registered with the issuing company of any debit or credit card which is used as a means of payment for Goods.

1.11 'B Grade Products' The B Grade Products are all clearance items; there are various product conditions for example:-
New, boxed and end of line Scratch and dent to product or packaging or both Refurbished Used and returned All of the B Grade products are tested, in full working order and carry a twelve-month warranty.

1.12 'Distance Selling' shall mean a non face-to-face purchase, therefore an item purchased via the Internet, over the telephone or mail order.

Maplin Electronics Registration Number : 1264385
Maplin Electronics VAT number : GB 772 312 444

2 General

2.1 All orders for Goods are accepted by Maplin subject to these terms and conditions of sale which supersede any other terms and conditions previously published. These constitute the entire understanding between Maplin and the Customer for the sale of Goods. Maplin accepts responsibility under these terms and conditions for its commitments to the Customer, Maplin also accepts responsibility by its duly authorized agents.

2.2 Any substitute products that are supplied, and found not to be suitable will be collected at Maplins expense. Contact Customer Service to arrange for the goods to be returned.

2.21 Goods will be supplied based on any information provided by the customer.

2.3 Any Catalogue published by Maplin is an invitation to treat and not an offer to supply.

2.4 Subject to condition 2.5 any advice or recommendation given by Maplin or its employees or agents to a Trade Customer as to the storage, application or use of the Goods is followed or acted upon entirely at the Trade Customers own risk.

2.5 Condition 2.4 shall not apply to any Customer purchasing Goods as a Consumer.

2.6 All descriptions and illustrations contained in the Catalogue or any price list or otherwise communicated to the Customer are correct at the time of publication.

2.7 If the description of any Goods, which are not directly manufactured by Maplin, contained in any correspondence, invoice or the current Catalogue varies from that of the manufacturer's description, then the manufacturer's description will be deemed to be the correct description and shall take precedence over the description assigned by Maplin. The updated and complete manufacturer's description is available from Maplin on request before any order is placed.

2.8 In the event of any material change to any description of goods since the date of publication of the last catalogue by Maplin, Maplin will advise the Customer of the revised description at the time of delivery of the goods or before where possible.

2.9 Maplin reserves the right without prior notice to discontinue any Goods or to make design changes as part of a continuous programme of improvement or to assist availability. All mail order Goods detailed in the Catalogue have been processed in strict accordance with standard quality procedures approved to BS EN ISO 9001; 2000.
Goods listed in any Maplin Catalogue may originate from a Non-EU source. Any published information by Maplin as to the country of origin of Goods is an indicator only of the source of supply to Maplin and does not constitute a warranty or representation. All contracts between Maplin and the Customer shall be governed by and interpreted in accordance with English Law and both Maplin and the Customer submits to the exclusive jurisdiction of any competent Court in the United Kingdom. Nothing contained herein shall affect a Consumer's rights under the Unfair Contract Terms Act 1977 or any regulations made under it including the Unfair Terms in Consumer Contracts Regulations 1994.

2.10 All prices for the Goods are in pounds Sterling and subject to Value Added Tax ("VAT") at the relevant rate ruling on the date of despatch and do not include the cost of carriage, packaging or other charges which becomes payable under any contract with Maplin. Prior to the conclusion of the contract Maplin will inform the customer the total amount to be debited.

2.11 Whilst every endeavor will be made to maintain the prices in the catalogue Maplin reserves the right to alter prices at any time. Prior to the conclusion of the contract Maplin will inform the customer the total amount to be debited.

2.12 Any change in price will be communicated to the customer at the time of ordering. Prior to the conclusion of the contract Maplin will inform the customer the total amount to be debited.

3 Order Processing

3.1 Where possible orders should be made using Maplin order codes and a Customer number.

3.2 Written confirmation is not required for a trade customer telephone order, but if the Trade Customer sends written confirmation such confirmation must be marked 'Confirmation Only' so as to avoid liability for a duplicated delivery. Any resulting duplication of delivery shall be the responsibility of the Trade Customer.

3.3 Maplin reserves the right to deliver part orders, or hold orders until all items are available, as required. Credit cards are only charged for written and telephone orders when Goods are despatched for delivery or collected from a Maplin Store. The exceptions to this being when Maplin has been requested to custom build Goods to special order and Internet orders which will be charged at the point of order confirmation. Only one mail order handling charge will be levied (if applicable) in respect of the total order. If any goods are not available within 30 days of the order being placed the customer will be informed and will be offered the option to continue to await delivery, accept an alternative product or cancel the order and receive a refund where funds have been taken.

3.4 When dealing as a Trade Customer authorisation for the return of goods must be obtained from the Customer Care Department by telephoning 0844 557 6000.

3.5 Maplin reserves the right to decline to trade with any person or organisation. In addition, and notwithstanding any other provisions of these conditions of sale, Maplin may decline to accept any order. In the event that Maplin declines to accept an order in respect of which payment has been received, the full amount of such payment will be refunded.

3.6 Telephone orders to be charged to a Credit Account held by a Trade Customer with Maplin will only be accepted with an official purchase order number.

3.7 Trade Customers wishing to purchase Goods on account at a Maplin store will be required to provide a written purchase order containing the Maplin trade account number. This procedure is also required when a 'call to collect' product reservation is made at a Customer's local Maplin store.

3.8 Products reserved in accordance with condition 3.7 must be collected within 5 working days from notification of goods arriving in Store, failing which Maplin will charge the Customer a restocking fee.

3.9 In the event of cancellation of part of an order by a Trade Customer Maplin reserves the right to invoice for any difference between the selling price applicable for the final quantity despatched and the total price of the original order plus a restocking charge. Orders where goods have been specifically ordered for Trade Customer requirements (schedule and non-stock items) cannot be cancelled.

4 Payments

4.1 Payment shall be made by the Customer for all monies owed to Maplin in respect of orders placed for Goods.

4.2 Under normal circumstances payment shall be made at the time that the order is placed. Payment may be made by, and is accepted by, cash, cheque or major credit and debit cards: (Maestro, MasterCard, Visa and American Express). Cheques must be made payable to "Maplin Electronics Ltd" and crossed "payee only".

4.3 Credit terms are available to Trade Customers on request and subject to status, satisfactory references and acceptable trading history with Maplin. Payment is due by the end of the month following the month of despatch without any deductions. If the Credit Customer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to Maplin, Maplin shall be entitled to:
i) Cancel the order and suspend further deliveries of Goods.
ii) Allocate any payments made by the Customer to such of the Goods (or Goods supplied under any other order) as Maplin may think fit.
iii) Charge an administration fee for any legal or other collection processes required to recover all monies due.
iv) Charge interest on the unpaid amount from the due date in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4.4 If the Customer fails to make payment for the Goods in accordance with these Terms and Conditions or permits any other breach of any contract for sale or if any distress or execution shall be levied upon any of the Customers goods or if the Customer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Customer or the Customer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a Receiver, Administrative Receiver or Manager shall be appointed over the whole or any part of the Customer's business or assets or if any petition for the appointment of any administrator is presented against the Customer or if the Customer shall suffer any actions or proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately.

4.5 Maplin may in its absolute discretion and without prejudice to any other rights which it may have, suspend all future deliveries of Goods to the Trade Customer and/or terminate any contract without liability upon its part. in the event of any breach of these Terms and Conditions by the customer.

5 Delivery

5.1 Delivery is free (within the UK mainland) for all orders over £35 inclusive of VAT. For orders under £35 inclusive of VAT a small order charge will be levied. The current charge can be ascertained by contacting Maplin. Prior to the conclusion of the contract Maplin will inform the customer the total amount to be debited.

5.2 The risk of damage to or loss of Goods ordered from Maplin will pass to the Customer when the goods are delivered.

5.3 Conditions 5.2, 5.4, 5.5, 5.6 and 5.7 shall apply to any Trade Customer.

5.4 Until property in the Goods passes to the Trade Customer, the Trade Customer shall hold the Goods and each of them on a fiduciary basis as bailee for Maplin. The Trade Customer shall store the Goods (at no cost to Maplin) separately from all other Goods in its possession and marked in such a way that they are clearly identified as Maplin property. Notwithstanding that the Goods (or any part of them) remain the property of Maplin the Trade Customer may sell or use the Goods in the ordinary course of the Trade Customer's business at full market value for the account of Maplin. Any such sale or dealing shall be a sale or use of Maplin property by the Trade Customer on the Trade Customer's own behalf and the Trade Customer shall deal as principal when making such sales or dealings. Until property of the Goods passes from Maplin the entire proceeds of sale or otherwise of the Goods shall be held in trust for Maplin and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as Maplin money. Maplin shall be entitled to recover the price of the Goods (including VAT and all other monies due to Maplin from the Trade Customer) notwithstanding that property in any of the Goods has not passed from Maplin.

5.5 Until such time as the property in the Goods passes from Maplin, the Trade Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to Maplin. If the Trade Customer fails to return Goods, Maplin may apply to enter any premises owned occupied or controlled by the Trade Customer where the Goods are situated and repossess the Goods. On the making of such request to deliver up the rights of the Trade Customer contained in the preceding Condition shall cease.

5.6 The Trade Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods that are the property of Maplin. Without prejudice to the other rights of Maplin, if the Trade Customer does so all sums whatever owing by the Trade Customer shall forthwith become due and payable.

5.7 The Trade Customer shall insure and keep insured the Goods to the full value against 'all risks' to the reasonable satisfaction of Maplin until the date that property in the Goods passes from Maplin and shall, whenever requested by Maplin, produce a copy of the policy of insurance and evidence of payment of premium. Without prejudice to the other rights of Maplin, if the Trade Customer fails to pay any sums whatever owing by the Trade Customer on the due date, all sums due to Maplin shall forthwith become due and payable.

5.8 Same day despatch is normally achieved but not guaranteed, provided the order has been received by Maplin before 5.00 pm during Working Days. This provision does not apply to Goods requiring special modification (e.g. calibration, kits etc.) and orders which are too large to be despatched by Maplin contracted carrier. Delivery will normally only be made to the Customer's registered address unless notified to Maplin in writing beforehand. All orders will be despatched where reasonably practicable the same working day as the order is received by Maplin and normally delivered within three working days. For vital consignments, Maplin offers a guaranteed delivery service, weekdays before 10.30 am and Saturday before 12.00 noon. All orders for guaranteed deliveries must be received by 5.00 pm on a working day and will be subject to extra charges. Details of the charges are available from Maplin prior to the placing of any order.

5.9 Carriage will be charged on orders involving Export at the appropriate rate prevailing at the date of despatch. Prior to the conclusion of the contract Maplin will inform the customer the total amount to be debited.

5.10 The Customer is responsible at their own expense to obtain any import or export license or any other documentation deemed necessary by any compliant authority.

5.11 The Customer must inspect the Goods as soon as reasonably practicable after delivery or upon purchase from a store and shall within 14 days of such delivery or receipt give notice to the Customer Care Department of Maplin of any apparent physical or delivery damage in the Goods.

5.12 Queries regarding shortages of Goods must be made within 14 days of delivery date and must be accompanied by the despatch note. Queries regarding Goods invoiced but not delivered must be made to the Customer Care Department of Maplin within 14 days of invoice date and the invoice number must be quoted.

5.13 Maplin shall not be liable to compensate the Trade Customer by way of damages or otherwise for non-delivery or late delivery of the Goods or for any loss consequential or otherwise arising from non-delivery or late delivery.

5.14 Conditions 5.2 to 5.4 inclusive do not affect the statutory rights of a consumer under the Distance Selling Regulations, Sale of Goods Act 1979 or Sale and Supply of Goods to Consumers Regulations 2002.

6 Returns

6.1 Unwanted goods - For unwanted goods Maplin offers a 28-day return policy. To return a product under this policy the Customer should:
- Return the product to one of Maplin stores within 28 days or
- Follow the returns instructions on the delivery paperwork or
- Email Maplin at customercare@maplin.co.uk or
- Telephone Customer Service on 0844 557 6000 or
- Write to Maplin at the address in Condition 1.1.

A Returns Number will be issued and this must be clearly identified on a returns label or the external packaging, and internal documentation when the Goods are returned, no markings should be made on the product or product packaging. The internal documentation should include proof of purchase, the returned product must be complete, and in 'as new' condition with original packaging. Maplin will not accept the return under the 28-day return policy of any Goods that have had a manufacturers or suppliers warranty or registration invoked. Maplin will deem such registration by the Customer as acceptance of the Goods. Maplin must receive all returns within 28 days of the Returns Number being issued and any Goods received after that period will be dealt with on an individual basis. The Customer must take all reasonable care to ensure that all returned items be suitably packaged, and that the Goods are protected when being returned. The Customer must provide to Maplin proof of despatch to Maplin. In the event of Goods being returned without a previously allocated Return Number the processing of any claim by the Customer is likely to be delayed.

6.2 Where unwanted Goods are returned to Maplin after the expiry of the 28-day return period but within a reasonable period of time Maplin reserves the right to levy a handling charge. A charge of 20% of the invoice value of the Goods returned, with a minimum charge of £10 will be levied on Goods which are not defective. The Customer must bear all the costs of returning any unwanted Goods to Maplin and provide proof of delivery. Maplin reserve the right to recover reasonable direct costs where collection of goods from a customer has been requested. Maplin reserves the right not to accept the return of unwanted, non-defective goods after the 28 day period at it's absolute discretion.

6.3 Unwanted Goods under Distance Selling Regulations – The Distance Selling Regulations give the Customer the right to change their mind and to cancel an order within 7 working days. Reasonable care should be taken whilst the goods remain in their possession and goods must be adequately packaged when being returned back to Maplin. Customers whose transactions are covered by the Distance Selling Regulations, the 7 day cooling off period is inclusive within the 28 day returns policy.

6.4 Faulty goods under Warranty - Any defects in the Goods which under proper use appear within a reasonable period after delivery and which are due to faulty materials, workmanship or design will be made good by Maplin either by repair or, at the sole discretion of Maplin, by replacement or refund. Any claim for Goods or the defective parts should be returned together with proof of purchase and (if relevant), all complete accessories, instruction manuals and software and, wherever possible, in the original packaging. Any claim for defective Goods or parts must be made in writing (specifying the date of purchase and invoice number) within a reasonable period of time after delivery.

6.5 All warranties and conditions which are capable of being excluded by statute or otherwise are excluded from any contract provided that nothing in the contract shall affect the statutory rights of the Consumer or liability for death or personal injury caused by the negligence of Maplin.

6.6 Maplin Reserve the right to inspect at the National Distribution Centre in Manvers any Goods returned prior to issuing credit for those Goods.

6.7 Warranty seals applied to any Goods supplied by Maplin must not be removed or broken and any product without the warranty seals intact will be deemed to have had any warranty invalidated and the Goods will be deemed to have been accepted by the Customer.

6.8 The warranty period as stated in 6.4 is from the date of purchase if goods are replaced within this warranty period, the warranty will continue from the original date of purchase unless specifically agreed otherwise by Maplin in writing.

6.9 Conditions 6.1 to 6.8 inclusive do not affect the statutory rights of a Consumer under the Consumer Protection (Distance Selling) Regulations 2000 or any statutory modification thereof, Sale of Goods Act 1979 or Sale and Supply of Goods to Consumers Regulations 2002.

6.10 The responsibility for ensuring that Goods are sufficient and suitable for the Customer's requirements rests with the Customer save insofar as Maplin have specifically advised the Customer that the Goods are sufficient and suitable for the Customer's purposes.

7 Intellectual Property

7.1 Goods referred to in any Maplin Catalogue, correspondence or invoice may be subject to a patent, trade mark, registered design, copyright, topography right or other right of a third party. Maplin owns full copyright in respect of any Catalogue whether published in paper or electronic form. The reproduction, storage in a retrieval system, or transmission, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, in part or in whole, is prohibited without the prior written consent of Maplin. Notwithstanding any other term of these conditions of sale, title in any software program that forms part of the Goods purchased is retained by Maplin and will not pass to the Customer. Such software programs may only be used by the Customer and a revocable non-exclusive licence is hereby granted for the sole use of the Customer (so far as Maplin are able to grant such licence) and any software must not be copied or altered or otherwise modified in any way.

7.2 Where any designs or specifications have been supplied by the Customer for manufacture of Goods by Maplin the Customer warrants that the use of such designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party and the Customer shall indemnify Maplin against all costs claims and demands of whatsoever nature arising out of the use of such designs or specifications.

8 Data Protection

8.1 By placing an order with Maplin the Customer agrees to data relating to the transaction being retained and processed by Maplin in accordance with the Data Protection Act 1998 or any statutory modification thereof. The data so retained will be used by Maplin for the purpose of accounting and marketing and will not be disclosed to any third party without the previous consent in writing of the Customer.

8.2 Maplin may send to the Customer details of other Goods and services offered by Maplin that Maplin may consider to be of interest to the Customer. If the Customer does not wish to receive details of these offers then they should contact Maplin either in writing at Brookfields Way, Manvers, Wath Upon Dearne, Rotherham S63 5DL, by facsimile on 0844-5576001, by telephone on 0844-5576000 or by e-mail at customercare@maplin.co.uk requesting that data is removed from the marketing database. Maplin subscribes to the data protection principles as laid down by the Information Commissioner and all data is held securely. The Customer may, by writing to the Customer Care Department of Maplin, request that all data relating to them be deleted from its records. Customers may also, in accordance with the provisions of the Data Protection Act 1998, obtain copies of such data that is held in respect of them by Maplin. For Trade Customers Maplin will also retain and process information in its capacity of a credit reference agency. Telephone calls and e-mails to Maplin may be recorded or monitored for the purposes of security training and quality assurance. For further details
See Privacy policy

9 Liability

9.1 The Customer will be responsible for ensuring the fitness for purpose of the Goods for the Customer's application.

9.2 To the extent permitted by law, Maplin accepts no liability whatsoever or howsoever arising in respect of loss, damage or expense arising from errors in information or advice provided whether or not due to Maplin's negligence or that of its employees, agents or sub-contractors save for any loss or damage arising from death or personal injury.

9.3 To the extent permitted by law, Maplin shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of any Contract with the Customer, for any indirect, special or unforeseen loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Maplin, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer.

9.4 The entire liability of Maplin under or in connection with the Contract with the Customer shall not exceed the price of the Goods except as expressly provided in these terms and conditions.

10 Force Majeure

10.1 Maplin shall not be liable to the Customer or deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any obligations of Maplin in relation to the Goods, provided that the delay or failure was due to any cause beyond reasonable control of Maplin. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond reasonable control of Maplin: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Maplin or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

11 Miscellaneous

11.1 All headings in these Terms and Conditions are for ease of reference only and shall not affect the construction of any contract between Maplin and a Customer. Any provision of any contract with Maplin which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of any Contract. No waiver or forbearance by Maplin (whether expressed or implied) in enforcing any of its rights under any contract shall prejudice its right to do so in the future. For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed by Maplin and the Customer that nothing in any contract shall confer on any third party any right to enforce or any benefit of any term of any contract that may be concluded by them.