



1 kw wind turbine kit

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All orders for goods (the "Goods") to be supplied by VOLTACON UK LIMITED or any of its subsidiary companies as the case may be (hereinafter referred to as the "Company") are subject to these conditions of sale and the placing of an order by a buyer ("the Buyer") will constitute acceptance of these conditions.

2. These conditions may not be modified or varied unless the Company agrees in writing and the Company will not be deemed to accept any other conditions not waive any of these conditions by failing to object to provisions contained in any purchase order or other communications from the Buyer. No person has authority on behalf of the Company to vary any conditions except by a written variation signed by a director or the company secretary.

3. **VALIDITY OF QUOTATIONS.** Quotations from the Company are stated to be open for such time as may be specified in each such quotation and provided it is not withdrawn by the Company in such period it remains capable of acceptance. No binding contract will be created by the acceptance by the Buyer of the Company's quotation until notice of such acceptance has been given in a purchase order and has either been signed by the Company's duly authorised representative or the Company has indicated to the Buyer orally or in writing its acceptance of such order.

4. If the Buyer places an order with the Company without requesting a quotation from the Company or before such quotation has been provided, all deliveries carried out in satisfaction of such order will be subject to these conditions.

6. **SETTLEMENT TERMS.** Unless otherwise agreed by the Company in writing, accounts are payable in full prior to delivery of the Goods taking place. If the Buyer has exceeded any agreed credit terms, the Company may demand immediate payment of all amounts outstanding from the Buyer to the Company on any account. The Company reserves the right to withdraw credit at any time and demand immediate payment of all monies outstanding.

7. The Company, at its discretion, shall be entitled to exercise its statutory right to claim interest under the Late Payment of Commercial Debts Regulations 2002, as modified or re-enacted from time to time. The Company may exercise this right, in addition to any other rights it may have in respect of Goods or non-payment.

8. Where the contract is to be or may be fulfilled in separate instalments, deliveries or parts, payment for each such installment delivery or part will be made as if the same constituted a separate contract. Failure by the Buyer to pay for an instalment by this clause will entitle the Company without prejudice to its other rights and remedies to suspend further deliveries of Goods under any other contract to the Buyer, pending payment by the Buyer.

9. The Buyer will indemnify the Company against all costs, losses and liability including but not limited to all legal expenses and disbursements incurred by the Company in recovering any amount which is overdue from the Buyer to the Company pursuant to the Agreement or otherwise.

10. **PRICES.** Unless otherwise agreed in writing all orders are executed subject to prices and any relevant discounts ruling at the date of receipt of the order and any price list of the Company whether published or not will not affect the right of the Company to charge for Goods in accordance with this clause. All prices are subject to the addition of Value Added Tax at the appropriate rate.

11. In the event of termination, variation or suspension of a contract on the Buyer's instruction or by lack of instruction, the contract price will be adjusted to reflect the additional costs incurred by the Company. Where a price per unit has been quoted and the Buyers requires a smaller number of units to be delivered than those quoted for, the Company reserves the right to adjust the rates of prices applicable thereto.

12. **CREDIT.** Any contract will be subject to the Company being satisfied as to the Buyer's creditworthiness and without prejudice to the generality of the foregoing the Company may in its absolute discretion, having informed the Buyer that the Goods are ready for delivery, refrain from delivering the Goods until such time as the Buyer tenders the purchase money to the Company in a form satisfactory to the Company.

14. Where orders are sent by post fax or e-mail in confirmation of telephone instructions the Buyer will ensure they are clearly marked as such, failing which any additional expense incurred by the Company as a result of duplication of orders will be charged to the Buyer.

Contact us for free full report

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