

# IST Returns Policy

## 1 Definitions

The following definitions shall apply in this policy:

<b>Customer</b>	the purchaser of the Goods.
<b>Goods</b>	any goods (or any part of them) purchased from IST.
<b>IST</b>	IST Supplies Limited, a company registered in England and Wales with company number 1146067.
<b>IST Group</b>	IST, its Holding Company, or its Subsidiaries from time to time and any Subsidiary of any Holding Company from time to time.
<b>Holding Company and Subsidiary</b>	have the meanings of “holding company” and “subsidiary” as defined in section 1159 of the Companies Act 2006.

## 2 Goods returned within the Warranty Period

- 2.1 The applicable warranty period is the warranty period given by the manufacturer of the relevant Goods.
- 2.2 Goods that are damaged or faulty may be returned within the applicable warranty period in adherence with the procedure outlined in clause 3, *unless*:
- 2.2.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 3;
  - 2.2.2 the defect arises because the Customer failed to follow oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
  - 2.2.3 the Customer alters or repairs such Goods in any way;
  - 2.2.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
  - 2.2.5 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

## 3 Procedure for Returns within the Warranty Period

- 3.1 The following procedure **MUST** be adhered to by the Customer when returning Goods under the manufacturer's warranty:
- 3.1.1 the Customer gives notice (by telephone to IST Supplies Ltd on 01895 422066) during the Warranty Period within 5 business days of discovery that some or all the Goods are damaged or faulty;
  - 3.1.2 IST is given a reasonable opportunity of examining such Goods and consulting the manufacturer regarding their warranty conditions; and

3.1.3 the Customer (if asked to do so by IST) returns such Goods to IST' place of business at the Customer's cost.

IST shall, at its option, replace or have repaired the defective Goods, or refund the price of the defective Goods in full.

3.2 IST may, but shall not be obliged, to send replacement Goods (**Advance Replacement**) for any Goods returned under the manufacturer's warranty in accordance with clause 2 If, on receipt of the returned Goods, IST or the relevant manufacturer of the Goods determines that such Goods do comply with the warranty in clause 2

3.2.1 IST will invoice for the Advance Replacement and any delivery charges incurred in relation to the same; and

3.2.2 the Customer shall pay for the Advance Replacement and such delivery charges in line with their standard trading terms.

3.3 Except as provided in this policy, IST shall have no liability to the Customer in respect of Goods that are found to be faulty or damaged under warranty.

3.4 The terms of this policy shall apply to any repaired or replacement Goods supplied by IST under clause 3.2.

#### **4 Returns where the Goods are no longer required by the Customer**

4.1 The Customer may return Goods to IST where they are no longer required provided:

4.1.1 the Goods were delivered to the Customer less than 3 months prior to the date of return;

4.1.2 the Goods are returned in the original packaging;

4.1.3 the Goods have not been used and are in good condition and "as new"; and

4.1.4 the Goods are returned in accordance with clause 5.

4.2 On receipt of returned Goods IST shall inspect the Goods and shall, as soon as reasonably practicable, confirm to the Customer if the returned Goods are eligible for return in accordance with this clause 4.

4.3 Any refund given by IST for Goods returned in accordance with this clause 4 shall be reduced by a handling fee which shall be:

4.3.1 Whichever is the higher of:

4.3.1.1 25% of the price paid by the Customer for such Goods; and

4.3.1.2 the sum of:

(a) the handling fee charged to IST by the manufacturer of the Goods; and

(b) the costs incurred by IST in connection with the return of Goods to that manufacturer.

4.3.2 Goods that are bespoke or "made to order" i.e. specifically made according to the customer's specifications or requirements then the manufacturers Cancellation and Returns Policy for these Goods applies.

4.3.3 All goods coded "RC" on the sales documentation provided by IST Supplies Ltd (included but not limited to quotes, sales orders, order acknowledgements, invoices) will incur a charge as outlined in clause 4 without exception

## **5 All Returns**

If the Customer is permitted, in accordance with this policy, to return any Goods, the Customer shall:

- 5.1 telephone IST on 01895 422066 and request a returns code (**RMA Code**); and
- 5.2 send the Goods to IST with an accompanying note stating:
  - 5.2.1 the Customer's name and address.
  - 5.2.2 the IST order reference from the Customer's purchase of the Goods.
  - 5.2.3 the RMA Code; and
  - 5.2.4 a brief description of the reason for the return.
- 5.3 All returned goods to be received in the warehouse of IST within 21 days of RMA code being issued.

## **6. Cancellation Policy**

The Customer may cancel their order prior to shipment or despatch but in doing so accept liability for any costs incurred. Costs incurred refers to but are not limited to;

- Re-stocking fees charged by the manufacturer for non-stock items
- Cancellation fees charged by the manufacturer for non-stock items

Where Goods are bespoke or "made to order", i.e. specifically made according to the customer's specifications or requirements then the manufacturer's Cancellation and Returns Policy for these Goods applies.