

# Terms & Conditions of Sale

## Terms of Use Online & Offline orders

### Product Term - Online Orders

Please read these product terms and conditions carefully as they affect your rights and liabilities under the law and set out the terms under which NRG Smarts Limited, trading as NRG Expert makes the products available to you ("Product Terms"). By placing an online order through this website ("Site") you agree to be bound by these Product Terms.

These Product Terms relate to the sale and purchase of our products that are available for immediate online delivery only. Separate product terms apply for the sale and purchase of our products that are ordered and delivered offline, including but not limited to, hardcopy, diskette/CD ROM copy, email copy, and fax.

#### 1. Prices

The prices payable for the reports and databases ("Publications") that you order are clearly set out in the Site. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the stated price, provided that we notify you before we dispatch the item concerned. The price of the items does not include the delivery charge (if applicable) which will be charged at the rates applicable at the date you place your order and which will be displayed to you at the time you place your order. Where Publications are ordered pre-publication, an estimated retail price will be given, in which case the price charged may be different, as the order may have been placed as much as three months prior to publication.

All prices are expressed exclusive of any UK VAT or other taxes payable unless otherwise stated. UK VAT is NOT applicable and will NOT be charged to any customer making a purchase from outside the European Union. VAT registered business customers inside the European Union who wish NOT to be charged UK VAT cannot currently use the online ordering system; these customers should print out and submit an offline Order Form containing their valid EU VAT number so that an appropriate invoice can be raised without UK VAT being charged on the purchase. Any other qualifying customer (diplomatic missions and qualifying international organisations) wishing to make VAT free purchases should also follow the aforementioned procedure.

#### 2. Availability

If for any reason beyond our reasonable control, we are unable to supply a particular item, we will notify you as soon as possible. You may not purchase or otherwise access the Publications if you are our competitor (direct or otherwise), except with our prior written consent. In addition, you may not purchase or otherwise access the Publications for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, legal or competitive purposes.

#### 3. Acceptance

For online delivery orders only, there will be no contract of any kind between you and us unless and until we actually dispatch the goods to you. At any point up until then, we may decline to supply the goods to you without giving any reason. At the moment that the goods are dispatched (and not before), a contract will be made between you and us, and you will be charged for the goods.

#### 4. Delivery

Online delivery will be made to the email address specified by you on the completed order form. We will do our best to secure delivery within 30 days of the date of your order (with the exception of Publications that have not been published yet) but shall not be liable for loss occasioned by delay in delivery arising

out of any cause beyond our control. Each report that you order will have an "availability date". This will be one of the following:

- Available immediately or "online"- dispatched within 24 hours of the order being received, most orders are dispatched as soon as your credit card has been accepted.
- Temporarily out of stock - normally dispatched within 5 days of the order being received
- Special order - normally dispatched within 10 days of the order being received
- Not yet published - item will be dispatched as soon as possible after publication.

If you order Publications with different availability dates, you can choose to have all the Publications held until the last Publication is delivered. If you do not choose this option, each Publication will be delivered separately, and you will be charged a delivery charge each time.

If for any reason beyond our reasonable control, we are unable to supply a particular item, we will notify you as soon as possible.

## **5. Cancellation**

Due to the nature of our Publications, and the fact that they are available online, all sales of Publications are final. This does not affect your statutory rights.

## **6. Returns**

Publications can only be returned with the express written consent of NRG Smarts Limited. This does not affect your statutory rights.

## **7. Payment**

You can pay using any major credit card. Your credit/debit card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of order.

The cost of your goods includes a transaction fee that is payable to Paypal.

Our liability to you in connection with any order will not exceed the total price charged for the relevant items.

Please ensure that the expiry date of your payment card is after the anticipated despatch date of your order. Payment is taken at the point of despatch for goods and in the event that the payment card has expired we will be unable to take payment and fulfil your order.

We do not store credit card details nor do we share customer details with any 3rd parties

## **8. General**

These Product Terms shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the English courts.

If any of these Product Terms is held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Product Terms which will continue to be valid and enforceable to the fullest extent permitted by law.

## **9. Customer Services**

If you have an order query, please e-mail us at [sales@nrgexpert.com](mailto:sales@nrgexpert.com)

## **10. Intellectual property**

The content of the Site, and all Publications is protected by copyright, trade marks, database and other intellectual property rights. You may retrieve and display the content of the Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a

network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the Publications sold on the Site or otherwise without written permission from NRG Smarts Limited.

No licence is granted to you in these Terms and Conditions to use any trade mark of NRG Smarts Limited or its affiliated companies.

## **Product Terms - Offline Orders**

Please read these product terms and conditions carefully as they affect your rights and liabilities under the law and set out the terms under which NRG Smarts Limited makes the products available to you ("Product Terms"). By placing an order with us either through this website ("Site") using offline payment, or by fax, post, or telephone you agree to be bound by these Product Terms. These Product Terms relate to the sale and purchase of our products that are sold and delivered offline, including but not limited to, hardcopy, diskette/CD ROM copy, email copy, and fax. Separate Product Terms apply for the sale and purchase of our products that are ordered and delivered online.

### **1. Prices**

The prices payable for the reports and databases ("Publications") that you order are clearly set out in the Site and any brochure or price list that we may publish from time to time. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the stated price, provided that we notify you before we dispatch the item concerned. The price of the items does not include the delivery charge (if applicable) which will be charged at the rates applicable at the date you place your order and which will be displayed to you at the time you place your order. Where Publications are ordered pre-publication, an estimated retail price will be given, in which case the price charged may be different, as the order may have been placed as much as three months prior to publication.

All prices are expressed exclusive of any UK VAT or other taxes payable unless otherwise stated. UK VAT is NOT applicable and will NOT be charged to any customer making a purchase from outside the European Union. VAT registered business customers inside the European Union who wish NOT to be charged UK VAT must submit their valid EU VAT number on their Order Form so that an appropriate invoice can be raised without UK VAT being charged on the purchase. Any other qualifying customer (diplomatic missions and qualifying international organisations) wishing to make VAT free purchases should also follow the aforementioned procedure.

### **2. Availability**

If for any reason beyond our reasonable control, we are unable to supply a particular item, we will notify you as soon as possible. You may not purchase or otherwise access the Publications if you are our competitor (direct or otherwise), except with our prior written consent. In addition, you may not purchase or otherwise access the Publications for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, legal or competitive purposes.

### **3. Acceptance**

For offline delivery orders only, there will be no contract of any kind between you and us unless and until we receive a confirmed credit card authorisation or a Purchase Order, and we accept such purchase order. At any point up until then, we may decline to supply the goods to you without giving any reason. At the moment we accept your order (and not before), a contract will be made between you and us, and you will be charged for the goods.

### **4. Delivery**

Offline orders will be delivered to the address and/or email address specified by you on the completed order form. We will do our best to secure delivery within 30 days of the date of your order (with the

exception of Publications that have not been published yet) but shall not be liable for loss occasioned by delay in delivery arising out of any cause beyond our control. Each report that you order will have an "availability date". This will be one of the following:

- Available immediately - dispatched within 24 hours of the order being received, most orders are dispatched as soon as your credit card or purchase order has been accepted.
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## **5. Cancellation**

All sales of Publications are final once we accept and deliver your order. This does not affect your statutory rights.

## **6. Returns**

Publications can only be returned with the express written consent of NRG Smarts Limited. We will accept returns for hardcopy Publications that have been damaged in transportation. All claims must be made in writing within 48 hours of delivery. This does not affect your statutory rights.

## **7. Payment**

You can pay using Major Credit Cards. Authority for payment must be given at the time of order. You will be charged for items when you place your order, unless otherwise agreed. All credit/debit card orders will be charged at the Sterling rate. You can also pay by cheque or bank transfer, subject to the receipt of an acceptable purchase order by NRG Smarts Limited. We also accept orders over the telephone, subject to our approval. Our liability to you in connection with any order will not exceed the total price charged for the relevant items. Please ensure that the expiry date of your payment card is after the anticipated despatch date of your order. Payment is taken at the point of despatch for goods and in the event that the payment card has expired we will be unable to take payment and fulfil your order.

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