

# **Terms and Conditions**

#### Section 1:- Construction.

- 1.1: All our electrical control panels are manufactured to: **EN 61439-1** (low voltage and switchgear) & **EN 60204-1** (electrical equipment of industrial machines).
- 1.2: All equipment used will be to **I.E.C/EU** standard and/or **BRITISH STANDARD**.
- 1.3: All components shall be ROHS/CS compliant and will conform to IEC/EN 60947-4-1.
- 1.4: All our Installation work will be done in accordance with **IEE regulations** for electrical installations and in compliance with **EN 60204-1.**
- 1.6: The construction of the control panel will be to **EN 60204-1/EN 61439-1** & is supported by our construction file.
- 1.7: All our works comply fully with statutory regulations including the health and safety at work act 1974.
- 1.8: All our control panels come with an UKCA/CE/EU certificate of conformity.
- 1.9: Programming of components such as PLC's/inverter parameters/soft starts/data loggers etc are not the responsibility of **A.M.CONTROLS.**

These are the installers/end user's responsibility unless stated in the quotation and agreed before sale.

1.10: Any overload settings, inverter parameters and any custom settings will be set to default. They need to be set by the installer/end user once all external equipment is connected and during commissioning.

## Section 2:- Design/ordering/build/wire/test/certification.

- 2.1: All of the below, at whatever stage, construes of work on the control panel. Section 3, payment includes all of the below processes.
- 2.2: Deign. This is the design of the electrical schematics and layout of the control panel/s on 2D cad software.
- 2.2.1: The customer has every right to administer their own schematics for build purposes.
- 2.2.2: The control panel will be built and tested to the customers schematics. If there are errors in the customer's schematics then **A.M.CONTROLS** will not be held responsible for said errors.



- 2.3: Ordering. This is the ordering of required components in order to construct the control panel.
- 2.3.1: The customer has every right to supply any or all of the components required to build the control panel if the customer has specified and/or issued the electrical schematics or agreed the specifics of the components required with **A.M.CONTROLS** prior to stage 2.4.
- 2.3.2: **A.M.CONTROLS** has the right to charge for the checking and unboxing of any components free issued for a build.
- 2.4: Wiring. This is the wiring of said components internal to the control panel. This excludes any/all field wiring or flying leads to any external equipment unless agreed prior to build.
- 2.5: Test. This is the testing of the control panel, whereas the control panel once at this stage, will undergo an **A.M.CONTROLS** test procedure (FAT).
- 2.6: Certification. This is the paperwork side of the control panel in order to comply with UKCA/CE/EU certification.
- 2.6.1: Each control panel will undergo A.M.CONTROLS FAT (factory acceptance test).
- 2.6.2: Each control panel shall be issued (via email and in PDF format) with its own unique wiring schematics, a test certificate and an **UKCA/CE/EU** certificate of conformity and instructions and guidelines.
- 2.6.2.1: Examples of these are in our technical document file and are available to be viewed by the relevant regulating authorities.
- 2.7: Each panel will be fitted with an **A.M.CONTROLS** test label internally, and a nameplate externally which will include a UKCA/CE/EU label containing a unique job/drawing number, a date of manufacture and stating EN61439-1.

This is required by law to comply with UKCA/CE/EU certification.

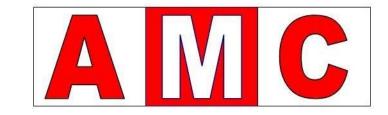
#### **Section 3:- Payment**

3.1: Custom built control panel/s and **all** new customers, and **some** existing customers will be subject to pro-forma payments with all due amounts to be settled before any work commences (see section 2).

No items will be dispatched without payment in full. No exceptions.

- 3.2: In some cases, the amount for components and design will be required pro-forma, with the outstanding balance due before dispatch.
- No items will be dispatched without payment in full. No exceptions.
- 3.3: In case of any variable to 3.1 & 3.2, customers may be subject to 30-day payment terms or 30 days EOM.

This would be agreed before any sales.



- 3.3.1: Any site work, either a visit, installation or commissioning, unless agreed prior to the work commencing, will be subject to regulation 3.3.
- 3.3.2: Any customers who fail to meet the agreed payment terms may be subject to additional charges/and or legal action.
- 3.3.2.1: If the agreed time line in regulation 3.3 expires and **A.M.CONTROLS** has to send a payment reminder **A.M.CONTROLS** has the right to add additional costs, to cover administration and any time incurred by this.
- 3.3.2.2: Additional charges for any late payment over the agreed payment terms will be 10% of the outstanding invoice. This is at **A.M.CONTROLS** discretion.
- 3.3.2.3: If any customers who are late with any payments **A.M.CONTROLS** has the right to blacklist such companies and the right to do no future business with.
- 3.4: If no payment is received, or the full payment is not settled, the buyer has no ownership rights to any design or components and they will remain the property of **A.M.CONTROLS**.
- 3.6: Any difficulties with payment by **any** customer, **A.M.CONTROLS** has the right to, and will seek legal action.

## **Section 4:- Shipping Policies**

- 4.1: Shipping will be paid for by the buyer in the amount agreed upon by the seller at the time of purchase from our written quotes. In some cases, this may not/cannot be determined before quoting.
- 4.1.1: The buyer has every right to organise their own transportation for the purpose of shipping.
- 4.1.2: The buyer has every right to organise collection.
- 4.2: If an item is lost during shipping organised by **A.M.CONTROLS** then , **A.M.CONTROLS** will meet the order in full.
- 4.3: If an item is lost or damaged during shipping not organised by **A.M.CONTROLS** then **A.M.CONTROLS** cannot, and will not be held responsible in any way.
- 4.3.1: If an item is damaged during shipping, **A.M.CONTROLS** will not be held responsible; however, **A.M.CONTROLS** will work with the customer to come to an amicable solution.
- 4.4: Shipping costs will vary if shipping internationally.
- 4.4.1: Shipping costs for international shipping are to be agreed before sale and will be subject to regulations 4.3.



#### Section 5:- International orders

- 5.1: All international orders of control panels and/or components will require pro forma payment before any work commences and/or any ordering is done by **A.M.CONTROLS**.
- 5.2: International shipping should be organised and paid for by the buyer once the goods are manufactured and have been palletised ready for despatch.
- 5.2.1: In special circumstances, **A.M.CONTROLS** can organise shipping. This costing will vary for each job and should be agreed before any sale.
- 5.2.2: **A.M.CONTROLS** has the right to add additional costing for the organisation of international shipping.

## **Section 6:- Refund/Return Policy**

6.1: Customers are entitled to claim in whole or part from A.M.CONTROLS.

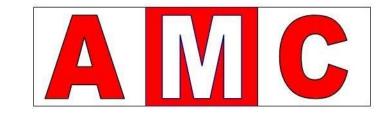
If:-

- 6.1.1: The control panel does not meet the specifications agreed on sale, or if a control panel is unsatisfactory.
- 6.1.2: The buyer must take into account the agreed specifications of the control panel/s before requesting a refund. If the control panel matches the specifications agreed by **A.M.CONTROLS** and the buyer is unsatisfied, **A.M.CONTROLS** will not be held responsible and no refund will be given.
- 6.1.3: If a control panel/s is damaged during shipping. See regulation 4.2 and 4.3 and 4.3.1.
- 6.4: Any refund request will be granted on a case-by-case basis.

  A written explanation and proof will be required before a refund or part refund will be considered.

# **Section 7:- Warranty**

- 7.1: All control panels sold, come with a 12 months parts warranty. This means any components that fail within the initial 12-month date from the invoice date; they will be replaced by **A.M.CONTROLS** at a cost to **A.M.CONTROLS** Inc shipping to a UK address.
- 7.1.1: This however, does not include fitting. The fitting/wiring of the replacement component/s will be the end user's responsibility.
- 7.2: **A.M.CONTROLS** will not be liable for any refunds/claims through loss of production/downtime in an event of a breakdown of a component within the control panel, and/or any equipment connected to it, whether the component is under warranty or not.
- 7.3: **A.M.CONTROLS** will not be liable for any damage to internal or external equipment regarding the control panel should a component fail.



#### **Section 8:- Cancellation**

- 8.1: Orders may be cancelled up until payment has been processed. Once payment has been processed the buyer is responsible for payment.
- 8.1.2: If **A.M.CONTROLS** has received an official Purchase Order then the customer is liable for this and will be expected to fulfil the P.O in full.

## **Section 9:- Complaints**

9.1: Any complaints about a control panel may be sent to our support team: amcontrols@outlook.com or please call (+44) 1943 472005. There is no guarantee of a resolution. Each case will be looked at individually.

### **Section 10:- Legalities**

- 10.1: **A.M.CONTROLS** are not responsible for any health or safety concerns once the buyer has received the control panel.
- 10.2: **A.M.CONTROLS** are not responsible for any damage or any injuries caused by mounting, incorrect mounting, wiring and/or incorrect wiring to the control panel from field equipment, and any damage done from external electrical equipment connected to our control panel/s, nor the external electrical equipment.
- 10.3: Any work done to the internals of our control panel/s, not undertaken by an employee of **A.M.CONTROLS** and without written consent and documentation from **A.M.CONTROLS** will immediately void all warranty on the control panel including the **UKCA/CE/EU** certificate of conformity.

#### This includes but not solely:-

- 10.3.1: Mounting other components within the enclosure, electrical or non-electrical.
- 10.3.2: Mounting other components or fixings to the external of the enclosure, electrical or non-electrical.
- 10.3.3: Modifying existing circuits within the control panel.
- 10.3.4: Moving any existing components within the control panel.

#### This **excludes:**-

- 10.3.5: Cable gland entries providing **sufficient** care and measures have been taken to avoid any swarf contamination in or around any components.
- 10.4: **A.M.CONTROLS** recommends that any connections to our control panels be made by a person suitably qualified and experienced, a suitably qualified controls & automation engineer would be recommended.
- 10.4.1: **A.M.CONTROLS** will not be held liable for any injuries or death caused by unqualified person/s working on or within the control panel.



Suitable measures should always be taken when working on possible live switchgear.

10.5: **A.M.CONTROLS** holds no responsibility for any damage incurred or injuries sustained to either plant or persons, or the control panel by wrongful connections.

10.6: If any damage or injury is incurred from the control panel/s purchased by the buyer, **A.M.CONTROLS** shares no responsibility.

10.7: **A.M.CONTROLS** will not be liable for any refunds/claims through loss of production in an event of a breakdown of a component within the control panel, and/or any equipment connected to it.

Placing an order with us, confirms you have read, and agree with our terms and conditions.

These terms and conditions are subject to change at any time without prior notice.