

# CONDITIONS OF SALE

**1. General** All goods supplied by us are sold only upon the following conditions. The placing of an order for any goods, or the acceptance of our quotation or tender or of delivery of goods, includes acceptance of the following conditions. Unless expressly agreed by us in writing, any other terms or conditions (including any which may be contained in your order) are excluded. Unless expressly incorporated in our quotation or tender, all descriptions, illustrations, drawings, dimensions, weights, measures, specifications, standards of performance or other descriptive matter or precontractual statements are approximate only and shall not form part of the contract. Our records of any order placed by you verbally shall be conclusive as to the type and quality of produce and point.

**2. Validity** Unless previously withdrawn our quotation is open for acceptance within the period stated therein or, when no period is so stated, within 30 days after its date and is subject to written confirmation by us at the time of acceptance. All goods are offered subject to their being available upon receipt of order.

**3. Delivery** Unless otherwise specified the price includes delivery to any premises specified by you within our van delivery area. Full details of which are available on request. The risk in all goods passes to you when they first enter those premises or are placed in store under clause 5. We reserve the right to choose the method of transport, to charge for delivery outside our van delivery area and to charge you with all manufacturer's carriage charges for special items.

Delivery times are approximate and we will, at all times, use our best endeavours to comply. We however shall not be liable for any loss, penalties or damage, direct or indirect occasioned by delayed delivery and, in no case shall delay be a ground for rejecting goods nor shall the Company be responsible for any consequence or loss howsoever arising.

**4. Delay in Delivery** If we do not receive sufficient forwarding instructions within 14 days after notification that the goods are ready for despatch, you will either take delivery or arrange for storage, otherwise we shall be entitled to arrange storage of your behalf and at your risk, either in our own works (making a charge of 2% of the invoice value of the goods per month) or elsewhere. We shall also be entitled to payment as if the goods had been duly delivered. All charges for storage, insurance or demurrage will be payable by you.

**5. Acceptance** Unless you give us written notice within one day of delivery that the goods are not in conformity within the contract, you are deemed to have accepted the goods.

**6. Passing of Property** Notwithstanding delivery, all goods supplied by us will remain our absolute property until you pay in full for them and for all other goods previously supplied by us. You will store the goods in such a way that they are readily identifiable as our property, but you may, as trustees for us, sell them to a third party in the normal course of your business. Upon any sale by you of the goods (either alone or with other items) all rights which you have against the buyer shall automatically vest in us. We shall be entitled, immediately after giving notice of our intentions to repossess, to enter upon any premises with such transport as maybe necessary and repossess any goods to which we have title under this clause.

**7. Loss or Damage in Transit** Any shortage or damage must be clearly stated upon the Driver's Delivery Sheet and a written statement of the facts received at our branch and by the Carrier (if not ourselves) within 3 days after the date of delivery, otherwise no claim will be entertained. The package and contents should be retained for examination.

Written notice of any non-delivery must be received at our branch within 7 days after the date of invoice. Time is of the essence of this clause. Our liability in respect of any claim accepted under this clause is limited to making up the shortage or replacing of any goods proven to have been damaged or lost in transit to the point of delivery, and we accept no liability for any loss or damage suffered by you, whether direct or consequential or howsoever arising.

**8. Packing Etc** Crates, cases, pallets, stillages or skids or other returnable packaging are not included in the quoted price and will be charged at current rates. You will however be credited with the amount charged when it is returned to us in good condition within 14 days of the date of our invoice. Cable drums will be charged in accordance with the maker's drum schedules.

**9. Prices** All goods are sold subject to the price and any relevant discounts ruling at the time of delivery. Our price discount rates and Conditions of Sale may be altered at any time without notice. All discounts and prices are calculated upon a 'whole order or majority of the order' basis. If when placing your order you select only certain items or reduced quantities are specified, we must reserve the right to review the discount prices at which such orders are accepted.

Prices do not include VAT, packing insurance or carriage unless otherwise expressly stated, prices quoted are not fixed and will be those ruling at the date of the invoice in respect of the number of goods supplied, irrespective of the number for which the prices were quoted.

**10. Specification and Publicity Material** The Company shall not be liable for any variations in the specification of Goods which do not naturally effect the use and operation of the Goods or for the substitution of any materials or component parts of the Goods by other materials or parts of a quality equal or superior to that originally specified.

The description and illustrations contained in the Company's catalogues, price list and other advertising materials, are independent to present a general idea of the Goods described to them.

**11. Payment** Payment of all goods shall be made by the due date depending on the type of account chosen overleaf. If you do not comply punctually within the terms of payment we reserve the right to charge you interest on any amount overdue at the rate of 2% per calendar month compounded to be payable both before or after any judgement obtained and without notice to suspend further deliveries until all arrears including interest have been paid and an option to rescind any subsisting contract with you, as to all or any parts of future deliveries but without prejudice to any rights already accrued to us under such Contract.

**12. Performance** It is your responsibility to determine that the goods are sufficient and suitable for the purpose to which they are being put. We cannot accept any responsibility either in respect of the installation of any goods or as to the ultimate performance of any product in which the goods may be installed. We shall in no way be liable for any direct or consequential damage, loss or expense which the goods are used.

**13. Defects after Delivery** All goods supplied by us are manufactured by others. Accordingly we shall pass on to you the benefit of the warranty, if any given by the manufacturer of the goods. Our liability under this Clause shall in be Lieu of any warranty or condition supplied by law as to the quality of fitness for any particular purpose of the goods and we shall not be under any liability whether in contract, tort or otherwise, in respect of any defects in goods delivered or for any injury, damage or loss resulting from such defects or from anything done or omitted in connection with the goods from work done in connection therewith.

**14. Return of Goods and Goods not Collected** In no circumstances may goods supplied against a firm order be returned without our prior written consent and the receipt of your advice note stating the reason for the return and the date and number of our invoice. All goods returned must be securely packed and, unless we arrange collection, consigned carriage paid. In addition we reserve the right to charge a handling fee for any goods returned or those not collected.

**15. Termination** We may without prejudice to our other rights and remedies determine the contract or any unfulfilled part of it or withhold further deliveries or make partial deliveries if:

- (a) you fail to make payment on the due date under this or any other contract between us.
- (b) you purport to cancel or suspended, or to commit any breach of this or any other contract between us.
- (c) you become insolvent or make any composition with your creditors or have a receiver appointed of all or part of your undertaking or assets or go into liquidation (save for the purposes of amalgamation or reconstruction) and we shall be entitled to recover from you all our loss including any loss profit or loss on re-sale.
- (d) if you have a judgement made against you by a Court or competent jurisdiction.

**16. Waiver** Any failure by us to enforce any or all of these Conditions shall not be construed as a waiver of any of our rights hereunder.