

1 Terms and Conditions of Sale

STANDARD CONDITIONS OF SALE

All quotations are made and orders accepted by us subject to the following conditions, notwithstanding anything which may be stated to the contrary by the Customer or by us unless otherwise agreed by us in writing.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part.

ORDERS AND SPECIFICATION

Customers shall be responsible to us for ensuring the accuracy of the terms of any order or specification submitted.

We reserve the right to make any changes in the specification of goods which are required to conform with any applicable safety or other statutory requirements or where goods are to be supplied to our specification which do not materially affect their quality or performance.

PRICES

All prices quoted are valid for thirty days only after which they may be subject to alteration without prior notice. Prices charged will be those current at the time of despatch of the goods. A variation in quantity ordered may result in an adjustment to the price.

DESPATCH

Every effort will be made by us to fulfil promises of despatch but we do not accept any liability for failure to do so.

CARRIAGE & PACKING

Unless collected all despatches are by third party carrier and there is a carriage charge.

All despatches are subject to a packing charge (minimum £3.00).

Where goods are especially obtained from manufacturers and a carriage charge is made we reserve the right to pass this on to the customer.

We reserve the right to charge carriage where goods are to be delivered to an address other than the customer's usual trading address.

DAMAGE OR LOSS IN TRANSIT

Notification of any damage or shortage must be made in writing within 5 days of receipt or 14 days of non-receipt of the goods.

RETURNS

Goods supplied in accordance with Customer's orders cannot be accepted for return without prior consent nor can an order accepted by us be cancelled. Such consent shall be on terms that the Customer shall pay for all loss, costs and damaged incurred by us.

Returned goods must be sent carriage paid.

We reserve the right to levy handling charges where goods are returned for credit or replacement if the reason for return was not our fault.

PAYMENT

All prices quoted are 20-day net credit account from end of month following date of invoice.

We understand and will exercise our statutory right to interest if not paid according to agreed credit terms.

END OF LIFE DISPOSAL

Where goods of our manufacture are returned, carriage paid to our premises, we will dispose of these items free of charge to the returnee.

TITLE

Notwithstanding delivery of the goods, the legal title shall remain with us until the price of goods shall have been wholly paid by the Customer and until any other sums whatsoever which are due from the Customer to us under any contact shall have been wholly paid without any deductions or deferment on account of any disputes or cross claims whatsoever.

Until the contract price has been paid in full the Customer shall hold the goods as bailee and trustee owing fiduciary duties to us and the Customer shall store such goods at no cost to us so that they are clearly identified as belonging to us.

If any payment is overdue we may (without prejudice to any of the other rights and remedies) recover and resell any or all of such goods and may enter upon the Customer's premises for that purpose.

GENERAL

Any notice required or permitted to be given by either party to the other under the conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address any may at the relevant time have been notified pursuant to this provision to the party giving the notice.

Any dispute arising under or in connection with these conditions or the sales of goods shall be referred to Arbitration by a single Arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Institution of Electrical Engineers in Great Britain.

The contract shall be governed by the laws of England.

WARRANTY

The Customer must notify us in writing forthwith upon becoming aware of any fault or defect in the goods so as to enable us to claim against the manufacturer within any applicable time limits for notification of such claims.

We have no liability for faulty or defective goods supplied save to extent of any manufacturers warranty (whether expressed or implied) available to us in respect thereof and we will, if required by the Customer assign the benefit of any such warranty to the Customer to enable it to pursue its claim against the manufacturer provided that we shall have no greater liability to the Customer than the manufacturer has to us.

Our liability to the Customer for direct injury, loss or damage (other than in respect of defective or faulty goods in the paragraph above) whether in contract or in tort (including negligence on our part, our servants or agents) arising out of any act, omission, neglect or default by us, our servant or agents in the performance of this contract (whether or not the same constitutes a fundamental breach of this contract or the breach of a fundamental term thereof) shall be limited to 5% of the value of the contact net of VAT, credits and returns.

We shall not be liable for any claims for economic loss, loss of production, loss of bargain or other indirect or consequential injury, loss or damage made by the Customer against us where in contract or in tort (including negligence, on our part, our servants or agents) arising out of or in connection with any such defect, act, omission, neglect or default referred to in the paragraph above.