



# C&S Electrical Wholesale Ltd

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## **TERMS AND CONDITIONS OF SALE**

### **1. GENERAL**

1.1 In these conditions “the Company” means C&S Electrical Wholesale Ltd., whose registered office is at Unit 2 Millfield Road, Millfield Industrial Estate, Chard, Somerset TA20 2DJ. “The Customer” means the firm company or body whose order for the goods is accepted by the company; “Goods” means the goods (including any instalment of the goods or any parts of them) which the company has supplied to the Customer in accordance with these conditions.

1.2 “Buyers” as used herein means the person buying goods or services from the company.

Any of the terms and provisions of the Buyers order which are inconsistent with these conditions or which are not expressly contained herein shall not be binding on the company and shall not be considered applicable to this transaction.

1.3 No waiver, alteration or modification of any of the provisions on the face or reverse hereof or any statement or representation shall be binding unless in writing and signed by a Director or the Secretary of the company and attached to or endorsed on the order accordingly.

### **2. PRICE**

2.1 Prices should be the prices quoted herein and are for the quantity mentioned and any reduction when ordering may have a consequential effect on the price.

2.2 Quotations are subject to acceptance within 30 days from the date of the quotation and unless otherwise stated.

2.3 The Company's prices are those prevailing at a date of despatch and are ex-works. Such prices do not include VAT or any other tax, levy or duty which will be charged extra.

2.4 Trade benefits in the form of discounts will be subject to agreement of minimum order list value.

All export prices are F.O.B UK Port and are exclusive of packing unless otherwise stated.

### **3. SETTLEMENT TERMS**

3.1 Terms for payment; 30 or 60 days net from end of month.

3.2 If the Buyer shall fail to pay any amount when it is due or if the Buyer shall fail or refuse to accept delivery of any goods or give delivery instructions in relation thereto when they are ready for collection or despatch on in the event of the death, incapacity, bankruptcy or any act of insolvency of the Buyer or if the Buyer is a limited company in the event of liquidation or the appointment of a receiver, then the purchase price of all goods invoiced or despatched by the Company shall become forthwith due and payable by the Buyer and the Company shall in its absolute discretion further be entitled to treat as cancelled every contract made between the Company and the Buyer or at the Company's option to suspend or to continue the delivery of goods thereunder without prejudice to any other rights of the Company.

3.3 Interest shall accrue on all sums due and outstanding at the rate of 4% p.a. Above the current National Westminster Bank PLC base rate.

3.4 The Buyer shall not be entitled by reason of any dispute relating to the goods or any claim made by the Buyer under this or any other contract to withhold payment of any amount which is due to the Company

hereunder or to set off against any such amount or payment any cross claim whether liquidated or unliquidated for any sum or sums for which the Company does not accept liability.

3.5 The Company reserves the right in its absolute discretion to refuse to execute any order or contract if the arrangements for payment or the credit of the buyer appear to be or to become unsatisfactory.

3.6 Any disputes concerning payments must be notified to the Company Credit Controller in writing within fourteen days of the date of the first statement following the invoice therefor and unless so submitted such statement and the invoices shall be deemed to be correct.

#### **4. RETENTION OF TITLE**

4.1 The risk in the goods and all liability to the third parties in respect thereof shall (where carriage is arranged by the Buyer) pass to the Buyer immediately upon delivery to the carrier or (where carriage is arranged by the Company) immediately upon delivery to the Buyer (save for export orders) but property in the goods shall pass to the Buyer only upon payment in full of all funds payable to the Company in respect thereof.

4.2 The buyer shall at all times, prior to full payment for the goods or products, store the goods or products referred to in 4.1 above in such a way that they are clearly identified as being the property of the Company and referable to each particular invoice.

4.3 The Buyer shall allow the Company to repossess the goods or products referred to in 4.1 above at the Company's absolute discretion and the Buyer hereby irrevocably authorises the Company, its servants or agents to enter on any land or premises upon which the goods are situated to give effect hereto. All products supplied by the Company in the Buyer's possession shall be presumed to belong to the Company (unless the Buyer can prove otherwise).

4.4 The buyer shall not be entitled to sell, transfer, change or otherwise dispose of the goods until such time as payment in full had been made except on the following conditions:

4.4.1 The Buyer shall hold all monies it received for such goods on trust for the Company and shall account immediately to the Company for all such Monies to the extent of its indebtedness to the Company and shall nevertheless hold such monies in a separate account to identify them clearly as being the property of the Company.

4.4.2 The Buyer shall keep full and proper records of all goods sold in which the Company has retained property and of all monies received therefor.

4.4.3 The Buyer shall hold all such goods as bailee for the Company.

4.4.4 The Buyer shall insure with a reputable insurance company any goods which are the property of the Company which are in the Buyer's possession for the full replacement value and the Company shall on demand be entitled to inspect all insurance documents and receipts in respect thereof and the Buyer shall account to the Company for any insurance proceeds it receives for the goods.

4.4.5 The Buyer hereby assigns any rights of action against a third party in respect of any money due for the goods and the Company will account to the Buyer for any monies received from the third party after the deduction of that due for goods supplied by the Company to the Buyer.

#### **5. DELIVERIES**

5.1 Delivery dates are approximate and the Company will at times use its best endeavours to comply. The Company, 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.

5.2 All offers of goods from stock are subject to the goods remaining unsold at the time of receipt of order.

5.3 Where the Buyer specifies periodic delivery, the final delivery must be within twelve months of the order being placed. Periodic deliveries can only be made on orders with a value of five hundred pounds or more.

5.4 Where a period is stated for delivery and such a period is not extended by mutual written consent then the buyer shall take delivery within that period.

5.5 Where delivery of the goods is delayed at the request of the Buyer or the Buyer is for any reason whatsoever unable to take delivery (such failure not being due to any fault or neglect on the part of the Company) the Company shall be entitled to charge for storage of the goods at the rate of 1% of the final contract price per day.

#### **6. RETURN OF GOODS**

6.1 No goods may be returned for credit without prior agreement being obtained from the Company. The Company reserves the right to apply a restocking charge if goods are returned when agreed with the Company.

6.2 Cancellation of orders which have to be made up specially (whether catalogued or otherwise) cannot be accepted. Orders for goods which are not our current standard products are only accepted on the condition

that cancellation or return cannot be accepted by the Company.

## **7. WARRANTIES**

7.1 Without prejudice to the operation and effect of any other of these conditions where the Company makes delivery of any goods which are defective or otherwise not in accordance with the contract the Company's liability shall be limited to an obligation as its expense as it shall in its absolute description decide either (1) to repair or rectify the said good or (2) to replace the said goods with goods which are in accordance with the contract, or (3) to credit the purchase price against re-delivery of the said goods.

7.2 Without prejudice to the generality of the sub-clauses below any liability of the Company in respect of any defect in the goods arising whether out of design or manufacture or otherwise shall be limited to repair or replacement at the tions of the Company of parts which are notified as defective in materials or workmanship within one year of the Buyer taking delivery of the goods PROVIDED EXPRESSLY THAT the Company shall be under no liability if;

7.2.1 The goods have not been used or maintained reasonably or properly, or

7.2.2 The goods have not been used otherwise than in single shift working, or

7.2.3 The Buyer has itself executed or attempted to execute repairs or alterations to the goods or their installation, or

7.2.4 The goods were sold as second hand or reconditioned.

Where any goods are delivered that do not comply with the Contract the Buyer shall prior to making any claim for damages or compensation on the Company afford the Company a reasonable time and opportunity to act in accordance with sub-clauses 7.1 and 7.2 hereof and the Company shall in any event not be liable to the Buyer for any loss or waste or storage, warehousing, transportation, processing, manufacturing or other space or facility or labour time of effort expended or any like nature of any other indirect loss.

The Company shall not in any circumstances be liable to the Buyer for loss of profit, wastage of goods, loss of machine time or production, wastage of labour or other consequential loss of any nature whatsoever.

The Buyer will indemnify and hold the Company harmless against all claims of whatsoever kind and from whatsoever arising for damage or injury to property or persons arising out of the use of the goods by any person.

The Company does not exclude liability for death or personal injury to the event that it results from the negligence of the Company or any negligence of the Company's employees, agents or sub-contractor in respect of which as a matter of law the Company would be held liable.

The Buyer warrants that the goods will not be used unless and until the Buyer shall first have applied or taken all such protective or precautionary measures or applied all such warnings notices, statement or markings or taken all such other precautions of whatsoever nature as may be required by law or as may be necessary or appropriate to such preclude the making of any claim by any person who may use the goods or be affected by them on the grounds of the absence thereof. The Buyer shall indemnify the Company against all claims proceedings costs or expenses which the Company may sustain by reason of any breach of this warranty.

Insofar as the Company may have the benefit of any guarantee or warranty given by any manufacturer of the goods or other third party the Company will at the request of the Buyer use all reasonable efforts to ensure that so far as may be practicable the benefit of such guarantee of the warranty ensures to the Buyer and will at the Buyer's request execute an assignment of the benefit thereof to the Hirer.

Without prejudice to the operation and effect of any other of these Conditions where goods are manufactured to designs or specifications other than those of the Company then the Company's warranty is limited to the materials and workmanship of the Company which are to be of a reasonable standard in all the circumstances.

The Company cannot be held responsible for errors in drawings or samples after they have been approved by the Buyer.

All other warranties, conditions as and statements express or implied, statutory or otherwise and whether contained in the Company's literature or otherwise are hereby excluded and in particular, the Company does not warrant that the goods are fit for any particular purpose.

## **8 BUYERS WARRANTIES**

The Buyer shall hold the Company harmless against loss, damage or expense resulting from infringement of patents or trademarks arising from compliance by the Company with the Buyer's design, specifications of instructions.

## **9 TRANSIT**

The Company reserves the right to select methods of packaging and shipment.

## **10 INTERPRETATION OF CONTRACTS**

All contracts for sale of goods or services will be interrupted in accordance with English Law and both parties hereby submit to the exclusive jurisdiction of the English Courts.

## **11 CONTINGENCIES**

The Company shall be relieved of all liability whatsoever and to the extent to which fulfilment is prevented, frustrated or impeded as a consequence of conforming to any statute, or any rule, regulation, order or requisition made thereunder, or by any cause beyond its reasonable control.