

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, unless otherwise agreed by us in writing.

#### **PRICES**

Goods will be invoiced at the price ruling on the date of despatch. Quotations are given at current prices but may be subject to alteration in accordance with prices ruling at date of despatch. No liability is accepted for any mistake in the quotation of prices or for any consequences of such mistake, no matter how and when the same may arise. All prices are exclusive of VAT unless specifically stated otherwise.

#### **CARRIAGE & DELIVERY**

The Company will normally make no charge for delivery by its own vans from its warehouse but reserves the right to charge carriage on deliveries of orders under £50 nett invoice value however consigned. Every effort is made to adhere to delivery dates where quoted but the Company cannot be responsible for loss or damage arising through failure to deliver on the due date.

#### **PACKING**

Packing materials which are marked 'Returnable' on invoice and have been charged for will be credited in full only if returned in good condition carriage paid within 14 days from the date of receipt of our invoice. Cable drums will be charged for in accordance with the manufacturers or suppliers drum schedules and rental conditions. Returnable packing not charged for at time of despatch will be invoiced in full if not returned in good condition, carriage paid within 28 days of being supplied.

#### **DAMAGE OR LOSS IN TRANSIT**

Goods should be signed for as 'Unexamined' or 'Damaged'. Any breakages, damages or shortages must be notified in writing and within 3 days of receipt of goods to ourselves and to any other carriers involved, otherwise no liability can be accepted. Damaged goods and packing materials must be retained for carriers inspection. All claims must quote advice note or invoice number. Non-delivery of the whole consignment must be notified to us in writing within ten days from date of our invoice.

#### **RETURNS**

The Company disclaims liability for goods returned without the written consent of the Company. Any goods approved for return must be advised in writing quoting the Company's advice note or invoice number. The Company also disclaims liability for any returns whilst in transit to the Company.

#### **PAYMENT**

- (a) Payment must be received by us not later than the last working day of the month following date of despatch. In the event of default in payment by due date, we reserve the right to charge interest on money overdue and to suspend deliveries or terminate the contract.
- (b) Value Added Tax is payable without deduction and is calculated on the cash discounted value of each invoice.

#### **PERFORMANCE**

It is your responsibility to determine that the goods are sufficient and suitable for the purpose to which they are to be 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 arising from any defect or inefficiency caused by the manner in which the goods are used.

#### **DEFECTS AFTER DELIVERY**

All goods supplied by us are manufactured by others. Accordingly, we shall pass on to you the benefit of warranty, if any, given by the manufacturer of the goods. Our liability under this Clause shall be in lieu of any warranty or condition implied by law as to the quality or 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 or from any work done in connection therewith.

#### **CANCELLATIONS**

Cancellations of customers orders placed with the Company must be in writing (telephone cancellations will not be accepted) and on the clear understanding that the customer will accept liability for any charges and costs involved. If goods have been specially ordered for a customer, any charge made by the manufacturer or supplier to the Company will be passed on to that customer.

#### **LAW**

The quotation and any contract that shall result therefrom shall be governed in all respects by the internal laws of England.

#### **VESTING**

Notwithstanding delivery in accordance with the order or the agreed terms of payment the property in goods ordered shall remain with us and title does not pass to the purchaser until all charges have been paid for in full.