

Kelvelec Electrical Supplies Ltd

Terms And Conditions Of Sale.

All orders are accepted subject to our standard conditions of sale reproduced below, which apply to and govern all contracts, quotations, sales, supplies and deliveries of goods, materials, services and other products (hereinafter called products), by the company or its representatives to any individual firm, company or other person (hereinafter called the buyer), to the exclusion of all and any standard terms of the buyer and of all or any other conditions, warranties or terms otherwise implied or expressed.

The giving of an order by the buyer to the company for any product shall constitute an unqualified acceptance by the buyer that if the company accepts the order, sale, supply or delivery of such products by the company will be governed solely by these conditions of sale. No variation of these conditions of sale and any oral stipulations or representations shall be binding by the company, unless expressly agreed to in writing and signed by a director of the company on its behalf.

Prices.

Except as otherwise expressly stated and contracted, the company reserves the right to vary prices at any time. Stated prices are exclusive of all value added tax or duties.

The price does not include the costs of freight carriage, packing or insurance which unless otherwise expressly agreed to in writing, will be in accordance with our carriage conditions, available separately.

Delivery.

The company shall make all reasonable efforts to meet quoted delivery dates. Time shall not be of the essence, the company shall not be liable for late or incorrect delivery, howsoever caused. The buyer shall inspect all goods on delivery.

The company reserves the right to refuse claims for non-delivery, damaged goods or shortages, if the buyer fails to take the following actions:

- i) Buyer shall endorse carrier's note appropriately.
- ii) Buyer shall advise the company immediately by telephone or facsimile.
- iii) Buyer shall send full particulars of claim to the company in writing within three days after delivery.

The buyer shall be bound to pay for all goods, notwithstanding any alleged non-delivery or shortage of goods if the foregoing conditions have not been complied with.

Title And Risk.

- a) The risk in the goods passes to the buyer upon delivery but title in goods remains vested in the company and shall only pass from the company to the buyer upon full payment of the agreed price being made by the buyer together with the full price of any other goods the subject of any other contract with the company.
- b) The buyer agrees that prior to the payment of the whole price of the goods, the company may at any time enter upon the buyer's premises and remove the goods there from and that prior to such payment the buyer shall keep such goods separate and identifiable for this purpose.
- c) If any of the material is incorporated in or used as material for other goods before such payment, the property in the whole of such goods shall be and remain with the seller until such payment has been made or other goods shall have been sold as aforesaid, and all the seller's rights hereunder in the material shall extend to those other goods.
- d) The buyer will provide upon request of the company or its nominated agents, details of any sites or locations where any goods being the property of the company under clause (a) of these conditions are from time to time kept and further more the buyer will co-operate fully by assisting the company in the recovery of the said goods.
- e) The intending buyer acknowledges that until such time as payment is made, it is in possession of the goods solely as bailee for the company and shall store the goods separately from its own goods and in such a fashion as to be readily identifiable by the company's representatives.
- f) In no circumstances shall any goods be returned to the company without prior written consent.
- g) The buyer shall be at liberty to sell or use the product in the ordinary course of business, but the company may revoke this power by notice to buyer if the buyer defaults in payment of the whole or part of the purchase price of the products.
- h) The buyer's power of sale or use automatically ceases and full title of all unpaid for products reverts to the seller if a receiver is appointed over any of the assets or the undertaking of the buyer or if a winding up order is made against the buyer or the buyer goes into liquidation or calls a meeting or makes any arrangements or composition with creditors or commits any act or bankruptcy or allows execution

Warranty.

The company warrants that the goods shall at the time of delivery correspond to the published specifications when used for the purpose for which goods of that type are normally used. Although the company uses every effort to ensure that all products are manufactured or supplied to specification, it is in all cases including repeat orders, for the buyer to ensure by adequate tests or otherwise that the goods are fit and suitable for the purpose for which the buyer requires them and in the specific conditions and on the specific substrate's in which they will be used or applied and to be within such reasonable tolerance and variations as are generally acceptable within the industry.

If any of the products are proved to be defective, the company's entire liability hereunder shall be strictly limited to:

- a) Replacement at the sellers expense of any products which are proved to the seller's satisfaction to be defective or
- b) Bringing the products into conformity with the published specifications of the company or
- c) Take back the products found not to confirm to the warranty and refund the total of the purchase price.

The liability of the company under the foregoing is conditional upon:

- a) The buyer conforming to the delivery conditions.
- b) The buyer shall advise the company immediately by telephone of the alleged fault.
- c) The buyer giving written notice or by facsimile to the company within 7 days of the alleged defect and in any event within 10 days of receipt of products.
- d) The buyer affording the company reasonable opportunity to inspect the products, application and site conditions.
- e) The buyer making no further use of the products that are alleged to be defective after the time at which the buyer discovered or ought to have discovered the alleged defect.

While the company will use its best endeavours to give instruction, recommendation and advice to a buyer in respect of storage, application and use of the products, it shall be understood that it shall be the responsibility of the buyer to satisfy himself that the intended application of the products is suitable and conforms to all applicable legislation in each particular application and use.

Save as stated above all conditions and warranties expressed or implied whether by statute, common law or otherwise as to the conditions or fitness for any purpose of the products are hereby excluded and the company shall be under no liability for and direct or sub sequential loss or damage howsoever arising, which may be suffered by the buyer by reason of any defect in or failure to perform on the part of the product.

The liability of the company under this contract shall be limited to any defects which appear in the course of normal usage and application, during the period of 12 months from the date of delivery to the buyer.

Patents And Trade Marks.

No representation, warranty or indemnity is given by the company that the goods do not infringe any letter, patent, trade marks, registered designs or other industrial rights.

Governing Law.

This agreement will be governed by and construed in accordance with English Law. The buyer irrevocably submits in respect of all matters and disputes arising out of this agreement to the exclusive jurisdiction of the English Courts.

Assignment.

This contract is personal to the buyer and may only be assigned with the written consent of the company.

Payment.

Unless the company otherwise agrees or the sale is a cash on delivery sale, payment is due in full by 30 days from the date of invoice.

Cancellation Of Orders.

Orders for products may not be cancelled or suspended without the company's prior written consent. Any cancellation or suspension of an order which the company does agree to, shall be on the condition that the buyer shall indemnify the company against any loss incurred wholly or in part by the cancellation or suspension.

Return Of Goods.

No goods are supplied on a sale or return basis. There shall be no liability on the company to accept returned goods.

Confirmation Of Orders.

In order to avoid orders being duplicated, all orders that are confirmation of orders previously placed should clearly indicate the fact.

Export.

Without prejudice to these conditions of sale, products for export shall be the buyers risk from the time of collection by the freight carrier from the company's premises. All prices quoted are exclusive of all taxes, duties, insurance, packing and freight, unless otherwise expressly quoted for in writing, and any other costs incurred by the company but not included in the price of the products.

End.