

BURROWS ELECTRICAL WHOLESALE LIMITED

Electrical Distributors

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CONDITIONS OF SALE

(Cancelling all previous issues)

1. General

All tenders and quotations are made and contracts and orders are accepted upon and subject to the following conditions of sale which shall operate to the exclusion of any other conditions and terms put forward by the Buyer irrespective of the dates of despatch or receipt of any such conditions.

2. Prices

All prices published or quoted are subject to alteration without notice and, unless otherwise stated by us in writing, all orders are accepted on the condition that prices charged will be those current at the time of despatch. All prices are exclusive of VAT and this will be charged at the appropriate rate.

3. Delivery

Whilst every endeavour will be made to maintain estimated delivery dates, we cannot accept any liability for losses of any kind arising from any delay in delivery or failure to deliver.

4. Carriage and Packing

Unless otherwise specified, prices listed or quoted include free delivery within the United Kingdom on orders of £150 nett value and over. Orders below £150 nett value will be sent post carriage paid and charged. No charge is made for standard non-returnable packing cases or cartons.

5. Returns

No returns can be accepted, for whatever reason, unless our consent has been obtained. Credit will be subject to costs arising from inspection of returned Goods. Returned Goods must be consigned carriage paid to our Head Office at the Buyer's risk.

6. Cancellation

There can be no cancellation of an order by the Purchaser without the Company's written consent. On cancellation of an order or in the event of other default by the Purchaser, a cancellation charge will be levied to reflect the costs incurred by the Company prior to the date of cancellation. The Purchaser will indemnify the Company in respect of any third party claims arising out of the Purchaser's repudiation or suspension of any order or orders.

7. Designs and Descriptive Matter

We reserve the right to change the design of goods or parts thereof without notice. All illustrations, descriptions, and dimensions published in respect of Goods are typical only, and not binding.

8. Terms of Payment

Accounts are due for settlement by the last day of the month following that in which the Goods are despatched. 2½% discount is allowed on the value of the Goods invoiced if the account is settled on or before that date. No discount is allowed on any Tax shown on invoice. Overdue accounts under £100 are strictly nett. If Goods are delivered in instalments, each instalment will be invoiced at the time of despatch. Time of payment shall be of the essence. We reserve the right to suspend deliveries to a customer whose account is overdue. Should the buyer go into receivership or liquidation, all sums due to us shall become due for payment.

9. Legal Construction

Any contract or sale shall in all respects be construed and operate as an English contract and in conformity with English Law and the parties agree to submit to the non-exclusive jurisdiction of English Courts.

10. Guarantee

Any conditions or warranties (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality or fitness of the Goods for any particular purpose or that the Goods will correspond with any description or sample are hereby void and excluded.

In substitution for all rights which the Buyer would or might have had but for these conditions, we shall replace free of charge or repair at our option any Goods found to be faulty in material or workmanship providing that no attempt has been made to alter, dismantle or rectify in any way and providing the Goods have been used for the purpose for which they were designed. Before we become liable under this guarantee, if we require, the defective Goods or parts be delivered carriage paid to our Works at the Buyer's risk. If we replace or repair, the returned Goods will be re-delivered carriage paid. In the case of Goods or parts not of our manufacture, these shall be subject to the terms of the maker's guarantee. We shall not be liable for any costs, claims, damages or expenses arising out of any breach of contract or statutory duty calculated by reference to profits, or loss of such profits, income, production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis. Nothing herein shall have the effect of excluding or restricting our liability for death or personal injury resulting from our negligence in so far as the same is prohibited by United Kingdom statute.

11. Passing Of Title and Risk

From the time of delivery the Goods shall be at the risk of the Buyer, who shall be solely responsible for their custody and maintenance as if he were the owner, but, unless otherwise expressly agreed in writing, the Goods shall remain our property until all payments due under the contract made between us and the Buyer have been made in full and unconditionally or until re-sale of the Goods by the Buyer bona fide in the ordinary course of this business and at full market price and the Buyer shall sell as principal only. While our ownership continues, the Buyer, as our bailee, shall keep our Goods separate and identifiable from all other Goods in his possession. If the Goods are not paid for in accordance with clause 7, we reserve the right to remove the Goods from the Buyer's premises and re-sell the Goods. Should the Goods be resold by the Buyer then we reserve beneficial entitlement to the proceeds of sale until full payment for the Goods has been made.

12. Damage Or Loss In Transit

We will accept no liability for damage to or loss of Goods in transit. We advise that carrier's receipts should be signed after examination of goods. Claims in respect of carrier's liability must be notified to the carrier and ourselves within fourteen days of Advice Note and Invoice date in the case of non or incomplete delivery. In the event of failure to give notice within the aforementioned period, the Goods will be deemed to be in all respects as invoiced and we will not accept any responsibility for such claims.

13. Force Majeure

We shall not be liable for any delay or failure in performing any obligation through any circumstances beyond our control including, but not limited to strikes, lock-outs, war, fire, breakdown of plant machinery, or unavailability of raw material from normal source of supply.