

## P.R.ELECTRICAL WHOLESALERS TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

In these Conditions Overwood Ltd t/a P.R.Electrical is referred to as "the Company" and the person, firm or company placing the order or otherwise dealing with the Company as "the Customer". The reference to "the Goods" means any goods ordered or quoted for by the Company.

### 2. CONSUMER PROTECTION

Nothing in these Conditions shall affect the statutory rights of the Customer who in relation to the Company "deals as consumer" as defined in section 12 of the Unfair Contract Terms Act 1977 or any amendment thereof.

### 3. ADVICE

The Company shall be under no liability whatsoever in respect of any advice or views it has expressed to the Customer whether or not it is given at the Customer's request.

### 4. GENERAL

The Company's quotations are subject to confirmation at the time of acceptance except when accepted within an expressly stated time limit. In consideration of the sale of goods by the Company to the Customer at a nett trade price or at a price less by the amount of any trade discount than the manufacturer's or supplier's published recommended selling price therefore, the Customer shall by purchasing such goods from the Company thereby waive all claims whatsoever:

- a) for rescission under section 4 of the sale of goods act 1893 of any such goods, and
- b) for damages in respect of the cost of labour or other charges incurred in repairing or replacing any defective component of such goods, provided always that any such defect shall not be due to:
  - i) damage to the goods incurred prior to delivery of the same to the Customer and in respect of which the purchaser shall give written notification pursuant to condition 9 hereof:
  - ii) an epidemic fault in the goods notified by the Customer to the Company and acknowledged by the Company.

### 5. PRICES

All prices quoted by the Company are exclusive of Value Added Tax, and are subject to variation without notice at any time prior to the Customer's acceptance. Prices for goods shall be those ruling at the date of invoice and terms shall be those applicable to the quantity of goods actually supplied irrespective of the terms applicable to the quantity originally quoted for if different. Any query by the Customer with regard to an invoice must be made within 30 days of invoice date.

### 6. PAYMENT

Cash Sales are to be paid at the time of collection of goods. Credit terms do not apply to these sales.

All accounts are payable on demand and must be paid not later than the end of the month following that in which the invoice is dated. In the event of default in payment by the due date, the Company reserves the right to charge interest on the monies overdue, and to suspend delivery or terminate the contract in respect of any undelivered goods. The company may impose carriage charges in certain cases in the scales relating to order value, or to cover the cost of special delivery arrangements.

### 7. OWNERSHIP

Execution of orders is contingent upon availability of goods and the absence or circumstances beyond the Company's control hindering or preventing such execution.

### 8. DELIVERY AND COLLECTION

Damage or shortage of goods found on delivery must be notified in writing to the Company and the carrier if different within 3 days of receipt otherwise no claim will be entertained. Notification of such damage or shortage must include fullest particulars of advice note number and packaging condition. The package and contents should be retained for examination. Under no circumstances will claims be entertained for damage or loss sustained after delivery to the Customer's required delivery address. Goods delivered will not be accepted for return without prior written consent of the Company and receipt of the Customer's advice stating the reason for return and the date and number of the Company's invoice for goods. All goods must be returned securely packed and unless the carrier effecting the return is instructed by the Company must be consigned carriage paid. Issue of the Company's collection note in the event of the Company collecting goods will not bind the Company to issuing credit in respect of the goods. In the event of a collection the Company reserves the right to make a handling charge.

### 9. SALE

Descriptive matter published by the Company relevant to goods offered for sale shall not form part of any contract of sale for the same.

### 10. APPLICATIONS

These conditions of sale apply only to deliveries in the United Kingdom and are deemed to incorporate any additional conditions contained in the Company's quotations. The Company does not recognise any terms and conditions of contract supplied by the Customer, unless specifically acknowledged and agreed in writing. Execution of compliance with or implementation of orders does not imply acceptance of the Customer's terms and conditions.

### 11. FORCE MAJEURE

In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war rebellion, revolution, insurrection, riot, civil disturbance, fire, flood, explosion, accident, theft, climatic conditions or shortage of material the Company shall be relieved of obligations incurred under this contract wherever and to the extent of the fulfilment of such obligations as are prevented, frustrated, impeded or delayed as a consequence of any such event or by statute,, rules, regulations, orders or requisitions issued by any1 Government, Council or other duly constituted authority or from strikes, lock outs, trade disputes (whether involving the Company's employees or other parties) or any other causes, whether or not of a like nature, beyond the Company's control.

### 12. CANCELLATION OF ORDER

Orders cancelled by the Customer are subject to a 20% handling charge, which may be varied at the sole discretion of the Company.

### 13. PROPER LAW

These conditions and this contract shall be governed by and construed in accordance with the laws of England. The parties hereto further agree to submit to the jurisdiction of the Courts of England and Wales and in particular either the County or High Courts in Birmingham.