

## **SELECT ELECTRICAL SUPPLIES LTD – TERMS & CONDITIONS OF SALE**

1. **GENERAL.** Quotations are made and all orders accepted subject to the following terms and conditions notwithstanding anything which may be stated to the contrary on customer order forms or in correspondence. No person has the authority on behalf of the company to vary the conditions except a director or the secretary of Select Electrical Supplies Ltd and then only in writing signed by the director or the company secretary.
2. **NEW ACCOUNTS.** Prospective customers wishing to open a credit account are required to fully complete and sign an application form provided by the company and acknowledge and receipt and acceptance of these terms and conditions by signing where required. Until the opening of an account has been confirmed in writing by the company, goods will only be supplied on a pro-forma or cash on delivery basis. The company reserves the right to decline any application without stating a reason.
3. **PAYMENT.** Payment must be received by the last day of the month following the month of invoice. Payment should be made directly to Select Electrical Supplies Ltd.
4. **TITLE OF GOODS.** **[A]** Title of the goods sold shall not pass to the customer until the whole of the purchase price has been paid. Until payment has been made the customer will hold the said goods as fiduciary owner on behalf of the company and will store them in such a way as will enable them to be recognized as goods held in a fiduciary capacity.  
**[B]** Where goods not paid for have been disposed of whether by sale or application or incorporation in manufactured products the customer will (i) if the said goods have been sold pay the company the proceeds of the sale or (ii) if the said goods have been used or incorporated into other goods the customer will hold the product of the said goods as fiduciary owners on behalf of the company.  
**[C]** The right to apply use or sell the goods shall automatically cease if a receiver is appointed over any of the assets of the customers company or if a winding up order is made against him or if the customer goes into voluntary liquidation (other than the purpose of reconstruction or amalgamation) or if the customer calls a meeting of or makes any arrangements with his creditors or commits any acts of bankruptcy. Upon the cessation of the right to apply use or sell the goods under the clause above the customer will immediately place the said goods or the new goods in which the said goods have been incorporated at the company's disposal. The company will be entitled to enter upon any of the customers premises for the purpose of removing and to remove the said goods and products.
5. **QUOTATIONS.** All quotations are made at current prices but are subject to alteration without notice. Goods will be charged at prices ruling at date of dispatch. Prices quoted will be for the quantities specified on your enquiry, any change in quantity may require a change in price.
6. **ACCEPTANCE.** Unless previously withdrawn and subject to condition 4, quotations are open for acceptance within the period stated therein: within 28 days of the quotation.
7. **PRICES.** The prices shown in our catalogues, price lists and quotations are current at the time of preparation but it must be clearly understood that they are subject to alteration without notice and the goods will be invoiced at prices ruling at date of dispatch. Whilst every care has been taken in compiling catalogues, price lists and the preparation of quotations we cannot accept responsibility for errors.
8. **ORDERS.** Any orders which comprise of materials not normally stocked by ourselves are accepted on the understanding that once the goods have been dispatched by the manufacturer they cannot be cancelled except by agreement with and on the terms and conditions laid down by the manufacturer. Any charges incurred through cancellation will be invoiced.
9. **DAMAGE IN TRANSIT AND SHORTAGES.** Goods received in a damaged or unsatisfactory condition must be signed for as such. On receipt goods should be checked against the advice note supplied. Shortage claims will only be considered if notified in writing within 3 working days of delivery, no liability for shortages can be accepted if notification is not received within the 3 days. The packing contents should be retained for inspection. Risk of loss shall pass to the customer from the time of delivery without prejudice to the provisions of clause 4 above.
10. **RETURNS.** Goods correctly supplied may not be returned without our written agreement. Goods so returned must be consigned carriage paid and accompanied by a packing note stating our invoice number and date together with the reason for return. Any article which has been supplied to special requirements cannot be accepted for credit under any circumstances and in any other instances a re-stocking charge may be imposed.
11. **GUARANTEE.** The company's liability in respect of all goods supplied by it shall be limited to giving the buyers the benefit of any guarantee or warranty given by the manufacturer of such goods. The company shall not be under any further liability howsoever arising and all conditions and warranties expressed or implied by or under any statute custom or trade usage are hereby expressly excluded.
12. **CARRIAGE.** We normally make no charge for delivery from our own warehouse within our van delivery area, but reserve the right to charge carriage on deliveries outside our usual delivery area. Where goods are specially ordered from manufacturers and a carriage charge is made we reserve the right to pass on this charge.
13. **VALUE ADDED TAX.** Where chargeable value added tax will be charged at the rate applicable at the date of dispatch. Value added tax is strictly nett.
14. **BUSINESS (NON CONSUMER SALES).** The provisions of sections 11 – 13 inclusive of the sale of goods act 1983 are excluded and accordingly shall have no application.

**IMPORTANT.** A credit account cannot be opened without a signed application form which acknowledges receipt of and acceptance of the conditions of sale. In processing your application for credit facilities we make enquires of credit reference agencies and other third parties who may record these enquires. We may also disclose information about the conduct of your account to credit reference agencies and other third parties. The information obtained from or provided to credit reference agencies or other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing, and for fraud protection. I the undersigned hereby confirm acceptance of Select Electrical Supplies Ltd terms and conditions, and that if credit facilities are approved the account will be paid as per your monthly terms, and I personally guarantee, jointly and severally, to indemnify you for any amount outstanding from time to time on the said account, in the event of non-payment by the company, in whose name such credit is hereby sought. I also agree, personally and on behalf of the company to pay any legal cost's which may arise in the event of payment having to be collected or chased by a third party. Also to pay interest at the rate of 8% above the base rate per annum on any amount outstanding for more than 30 days.