

# Electronics Direct - Terms & Conditions of Sale

## General Conditions of Trade

1. These conditions of Trade shall apply to all sales made by Electronics Direct Limited (“the Company”) and to all goods (“the Goods” which expression shall include any services rendered in the preparation of the Goods) and services (“the Services”) supplied by the Company to any person, firm or company (“the Customer”) and shall override any condition of purchase placed upon any orders by any Customer.
2. All sales made, Goods supplied or Services rendered by the Company shall be deemed to be made under a contract incorporating these Conditions of Trade and shall be interpreted in accordance with English Law irrespective of the residence, domicile or principal trading address of the Customer and wherever the address to which the Goods are supplied or at which the Services are rendered.
3. If any one or more of the provisions of these Conditions of Trade shall be adjudged by any Court to be unfair within the meaning of the Unfair Contract Terms legislation or any statutory modification thereof, then only those particular provisions shall be unenforceable, but the remaining provisions of these Conditions of Trade shall continue in full force and effect.

## Specific

1. Orders for the Goods or Services shall be in writing or shall be confirmed in writing by the Company. However, the Company may at its discretion accept telephoned orders against the Customer’s Official Order Number. At the Company’s discretion in respect of any order the Company may request the Customer to pay all or any part of the price thereof prior to the Company supplying any Goods or Services. If the Customer shall not make such prepayment as requested the Company shall be under no liability to supply any Goods or Services to the Customer.
2. The prices quoted for the Goods or Services to the Customer are subject to any increase by the Company becoming effective between the date of order and the date of delivery or supply (which shall be the invoice date) and any Goods or Services supplied shall be invoiced at the price current therefore at the date of delivery or supply. In the event that the Customer requires Goods or Services to be delivered or rendered in a shorter period of time than that originally agreed, the Company may at its discretion employ persons outside normal working hours to meet the Customers requirements, but any additional charges incurred thereby shall be paid by the Customer in addition to the quoted price.
3. Unless otherwise stated all prices quoted shall be exclusive of Value Added Tax at the appropriate rate, insurance and carriage charges, which if applied, will be added to the invoice by the Company and shall be payable as part of the invoice.

- 4.** All invoices are payable on the date of delivery of the Goods or supply of the Services. In certain cases the Company may allow time for payment but this shall not alter the fact that the invoice is payable on the date of delivery of the Goods or supply of the Services.
- 5.** Any sums due under any invoice shall bear interest at the rate of 5% per annum over HSBC Bank Plc Base Rate on the value of the invoice from the date they are due for payment until the date of actual payment such interest to be calculated on a daily basis.
- 6.** In the event of the Company deciding to employ solicitors or other agencies to collect all or any sums due from any customer to the Company, the costs so incurred by the Company shall be paid by the Customer such costs not being limited to those recoverable under a Court action.
- 7.** Title in any Goods supplied by the Company to a Customer does not pass to the Customer until the Goods have been paid for in full. Risk in the Goods however shall pass on dispatch, unless otherwise agreed in writing, and the Customer shall insure such Goods to their full value. Until such time as payment for the Goods or any Services rendered has been received in full by the Company the Customer shall hold such Goods or any monies representing the sale proceeds thereof as trustee for the Company. In the event of any Goods or Services not being paid for in full by the date upon which payment therefore was due, the Company shall have power to recover possession of the Goods or any other goods supplied by the Company to the Customer and retained by the Customer and the Customer hereby expressly grants a licence to the Company to enter upon any premises upon which such goods are located to recover possession thereof.
- 8.** The Company shall be at liberty in the event of it being unable to supply any particular item ordered by the Customer either to cancel any order placed by the Customer or at the Customer's option to supply an equivalent item or equal quality and value (which may result in a change in the specification of the Goods) or to supply a lesser quantity of Goods than originally ordered and shall not be deemed to be in breach of the terms of this contract by so doing.
- 9.** The Company will not be responsible for any loss or damage of whatsoever nature and howsoever caused to the Customer or his property or to any third party or their respective businesses or employees as a result of any defect in the Goods supplied or the Services rendered or any use to which they are put by the Customer or any third party.
- 10.** Any claim for damage to or defects in, or shortages on delivery or generally concerning the goods supplied shall be notified by the Customer to the Company in writing within 3 days of the date of delivery in default of which no claim shall arise against the Company in respect of such damage, shortage or defects.
- 11.** Any claim made by the Customer against the Company in respect of losses arising as a result of any defect in the Goods or the Services supplied shall be limited to the value of the Goods or Services supplied.
- 12.** The Company will use its best endeavour to supply Goods or Services upon the dates specifically agreed in writing between the Company and the Customer but in the event of the Company being unable to meet such dates no claim shall arise against the Company by the Customer.

**13.** The Company may at its absolute discretion refuse to supply any Goods or Services to any Customer and in such event shall notify such Customer in writing of its decision not to supply in which event the Customer shall have no claim against the Company for any loss arising as a result of the Company's refusal to supply.

**14.** Unless otherwise agreed in writing no Goods supplied by the Company to the Customer are on sale or return or sample basis; no Goods once delivered may be returned to the Company without prior written authority from the Company unless those Goods are accepted by the Company as being defective in some way. In the event of a return being authorized by the Company, the Company shall have the right to charge carriage to and from the delivery location and the costs involved in the removal of the Goods from the Customer's premises.

**15.** The Company shall not be liable for any breach of contract for the supply of Goods or Services if it is prevented from performing its part of the Contract by any matter whatsoever beyond its control. In addition the Company shall not be responsible in any way for the acts or omissions of any third party employed by the Customer direct, or for any liability howsoever arising incurred by the Customer in or by reason of the Customer's employment of such third party.

**16.** There will be no discounts on invoices unless specifically agreed between the Company and the Customer and further in the event of any invoice upon which discount has been agreed not being paid by its due date, then discount will be forfeit.

**17.** Preparatory to entering into any contract the Company may supply to the Customer drawings, technical specifications catalogues and other matter based upon information supplied by the Customer to assist the Customer in planning his requirements. Whilst every effort will be made to ensure the accuracy of the same, the Company takes no responsibility for any items so supplied and it is the Customer's responsibility to ensure that all information given by him and items supplied to him, are accurate and to the Customer's satisfaction.

**18.** No order once placed may be cancelled by the Customer who will accept delivery of the Goods or supply of the Services from the Company when the Company shall so require. If the Customer shall continue to refuse delivery or supply for 30 days after, the Company shall require the same. The Company shall be at liberty to raise an invoice to the value of the Goods and Services so ready to be supplied and the Customer will pay to the Company the invoice price. In addition, the Company shall be at liberty to charge storage for any Goods undelivered at the rate of £50 per day, from the date the Company notifies the Customer that it is able to deliver the Goods paid in cash on delivery. Notwithstanding the provisions of this clause, the Company may, at its discretion, accept cancellation of any order for a period of 10 days after it has been placed, in which event; any deposit paid by the Customer will be refunded in full less £30 administration fee.

**19.** No order when once placed with the Company can be varied without the Company's written consent. In the event of the Company agreeing to vary any order, the costs or all additional works done by the Company in respect of such variation, shall be paid by the Customer either at the date of such variation or at the date of delivery of the Goods or supply of the Services whichever the Company shall decide.

## **Special Provisions**

- 1.** The Company insofar as it is able so to do, will pass on to the Customer the benefit of any manufacturer's warranty on any Goods supplied by the Company. However, the Company will not accept liability for the failure of the Goods to meet the manufacturer's specification.
- 2.** The Customer shall not remove, alter or otherwise interfere with any markings on the Goods.
- 3.** The Company will not be held liable for any claims, costs, demands, damages, losses or proceedings which arise from Goods which are found to be non year 2000 compliant.
- 4.** The Customer and the Company shall make every effort to resolve amicably, by direct informal negotiation any disagreement or dispute arising between them. However if, after 30 days from the commencement of such informal negotiations, the Customer and the Company have been unable to resolve amicably such disagreement or dispute, either party may, by giving notice to the other party, require that the dispute be referred for resolution under UNCITRAL Arbitration Rules by an arbitrator appointed by the International Chamber of Commerce. The award of the arbitrator shall be in writing and signed by the arbitrator and shall be final and binding. The award may be enforced in any court having jurisdiction thereof. The arbitration proceedings shall be conducted in London, England.
- 5.** The Customer shall be conducted by the relevant UK export regulations relating to Goods sold to the Customer.
- 6.** Any notice given by one party to the other shall be sent to the other party in writing or by electronic mail or facsimile and confirmed in writing to the other party's address. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 7.** The Customer recognises the exclusive right of the Company to all trademarks, patents and other intellectual property associated with the design, manufacture, application and installation of the Goods and the validity of all such patents.