

Electronics Direct Limited Conditions of Trade (version 2017/1)

1. These conditions of trade ("Conditions") shall apply to all sales made by Electronics Direct Limited (Company No. 3884011), registered in England at Headway House, The Industrial Estate, York Road, Sheriff Hutton, York, YO60 6RZ ("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"). These Conditions shall override, and apply to the exclusion of, any condition of purchase placed upon or purported to be placed upon any orders by any Customer, and/or any terms endorsed upon, delivered with or contained in any documents of the Customer.
2. The Company may issue quotations for the supply of Goods or Services in response to a request to do so from the Customer. A quotation given by the Company shall not constitute an offer that is capable of acceptance. A quotation shall only be valid for a period of 20 Business Days from its date of issue (a "Business Day" in these Conditions being any day other than a Saturday, Sunday or bank or public holiday in England). Orders for the Goods or Services ("Orders") may be submitted by the Customer in writing (including by email) or over the telephone, or via the Company's main website at www.electronics-direct.com.
3. The Order constitutes an offer by the Customer to purchase Goods or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate. The Order shall only be deemed to be accepted on either (i) issue by the Company of a written order confirmation ("Order Confirmation"), confirming acceptance of the Order, or (ii) if no Order Confirmation is issued, upon issue by the Company of its invoice in respect of the relevant Goods or Services. Upon acceptance of the Order as described above, a binding contract shall be formed between the parties ("Contract"), upon the terms of these Conditions and the Order Confirmation (or if no Order Confirmation has been issued, the Company's quotation). In the event of any conflict between the said documents, the following order of priority shall apply: (i) Order Confirmation (or the Company's quotation, if no Order Confirmation is issued) (ii) these Conditions.
4. The Company may, in its discretion, open an account for the Customer and grant credit (in such amount as may be notified to the Customer by the Company). If the Company refuses to open an account or grant credit to the Customer, the Customer shall pay for any Goods or Services in full, in advance of delivery of them to the Customer. For the avoidance of doubt, the Company may withdraw credit at any time if the Customer is in breach of the Contract or if the Company's funders withdraw or reduce the Company's credit facility. The Company may refuse to grant credit in its absolute discretion.
5. If the Customer does not have a credit account, the Company may (at its discretion) require the Customer to pay all or any part of the price of any Goods or Services prior to the Company supplying them. 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.
6. The Company may, by giving notice to the Customer at any time prior to the issue by it of any dispatch notice to the Customer, increase the price of Goods to reflect any increase in the cost of the Goods that is due to (i) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, increases in labour, materials and manufacturing costs, and increases in the costs charged to the Company by its own suppliers); or (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or their specification.
7. The Customer's account application form (that is accepted by the Company) shall identify how delivery is to occur for all deliveries of Goods to the Customer. Subject always to the terms of the account application form, (i) if delivery is ex-works, delivery is deemed to have occurred upon notice to the Customer that the Goods are available to collect from the Company's premises; (ii) if the Company has agreed to deliver to the Customer's premises, delivery occurs upon unloading of the Goods by the Company's courier at the Customer's premises, but subject in all cases (and in any event in respect of any Customer to whom the Company does not grant credit) to any further delivery terms agreed in the Order Confirmation (or in the Company's quotation, if no Order Confirmation is issued).
8. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by any event beyond its reasonable control, or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
9. If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods, but subject always to clause 28. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by any event beyond its reasonable control or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
10. If the Customer requests Goods or Services to be delivered in a shorter period of time than that originally agreed, the Company may at its discretion agree to such request and employ persons outside normal working hours to meet the Customer's requirements, but any additional charges incurred thereby shall be paid by the Customer in addition to the quoted price.
11. The price of Goods and Services is set out in the Order Confirmation (or the Company's quotation, if no Order Confirmation is issued). The price of Goods and Services (a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Company at the prevailing rate; and (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which if applicable shall be invoiced to, and paid for by, the Customer. Any import or export duties, fees or taxes that may apply in respect of the supply of Goods to the Customer shall be paid for by the Customer.
12. The Company will issue its invoice when Goods are despatched from the Company to the Customer (or, if Goods are being shipped direct from the Company's supplier to the Customer, on despatch of the Goods from the said supplier), or prior to provision of the Services. Subject to any credit terms agreed with the Customer, the Company's invoice is payable on or prior to the date of delivery of the Goods or supply of the Services.
13. If the Customer fails to pay the Company's invoice in full on the due date, the Company may:
 - 13.1. suspend or cancel future deliveries;
 - 13.2. cancel any discount offered to the Customer;
 - 13.3. charge the Customer interest at the applicable rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (the "Act"):
 - 13.3.1. calculated (on a daily basis) from the date the invoice became due until payment;
 - 13.3.2. compounded on the first day of each calendar month;
 - 13.3.3. claim fixed sum compensation pursuant to the Act; and
 - 13.3.4. recover the costs of taking legal proceedings against the Customer (on a full indemnity basis).
 - 13.4. If the Customer has a credit account, the Company may without notice withdraw it or reduce the credit limit or bring forward the due date for payment.
14. The Customer does not have the right to set off any money it may claim from the Company against anything it may owe to the Company.
15. Risk in the Goods shall pass (i) if delivery is ex-works, when the Customer (or a courier or other agent on its behalf) collects the Goods from the Company's premises, or (ii) if the Company has agreed to deliver to the Customer's premises, when the Goods are unloaded at the Customer's premises by the Company (or its courier). Title to the Goods supplied by the Company shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) from the Customer for:
 - 15.1. those Goods; and
 - 15.2. any other goods that the Company has supplied to the Customer in respect of which payment has become due.
16. Until title to the Goods has passed to the Customer, it:
 - 16.1. shall hold the Goods on a fiduciary basis as the Company's bailee;
 - 16.2. must store them so that they are clearly identifiable as the Company's property;
 - 16.3. must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for the Company;
 - 16.4. may use those Goods and sell them in the ordinary course of its business, but not if:
 - 16.4.1. the Company revoke that right (in writing); or
 - 16.4.2. the Customer becomes insolvent or is in breach of this contract.
17. The Customer must inform the Company (in writing) immediately if the Customer becomes insolvent.

18. If the Customer's right to use and sell the Goods ends, the Customer must allow the Company to remove the Goods, and in these circumstances the Company has the Customer's permission to enter any premises where the Goods may be stored in order to remove them, using reasonable force if necessary.
19. Despite the aforesaid retention of title to the Goods, the Company has the right to take legal proceedings to recover the price of Goods supplied should the Customer not pay for them by the due date.
20. The Customer is not the Company's agent, and shall have no authority to make any contract on the Company's behalf or in its name.
21. 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 or at the Customer's option to supply an equivalent item of 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 this Contract by so doing.
22. The Company shall pass on to the Customer the unexpired portion of any manufacturer's guarantee, to the extent that it is able to do so.
23. In the event that there is no manufacturer's guarantee, the Company warrants and guarantees that on delivery, and for a period of 30 days from the date of delivery ("Guarantee period"), the Goods shall be free from material defects in design, material and workmanship. If the Customer gives notice in writing to the Company during the Guarantee period that the Goods do not comply with the warranty set out in this clause, and the Company acting reasonably (and after having had a reasonable opportunity of examining such Goods) agrees, the Company shall, at its option, replace the defective Goods, or refund the price of the defective Goods in full. It is a condition of the Company accepting any guarantee claim that the Customer has returned to the Company within the Guarantee period the original labels and/or packaging for the Goods in respect of which a guarantee claim is made, and the Company shall not be obliged to accept a claim on this guarantee if this condition is not complied with. Except as provided in this clause, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the said warranty.
24. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from this Contract.
25. The Customer warrants that it is dealing with the Company in the course of its business, and not as a consumer. The Company warrants that any Services will be provided with reasonable care and skill.
26. Any claim for damage to, or shortages of, Goods on delivery shall be notified by the Customer to the Company in writing within 5 days of the date of delivery, in default of which no claim shall arise against the Company in respect of such damage, or shortage.
27. Nothing in these Conditions shall limit or exclude the Company's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
28. Subject to clause 27 above, and in recognition of the very low value of the Goods:
 - (a) the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Contract; and
 - (b) the Company's total liability to the Customer in respect of all other losses arising under or in connection with this or any other contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10,000.
29. The Company may at its absolute discretion refuse to accept an Order to supply any Goods or Services to any Customer and in such event shall notify such Customer 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 accept an Order.
30. Unless otherwise agreed in writing, no Goods supplied by the Company to the Customer are on sale or return or sample basis.
31. 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 reasonable control.
32. Any samples, drawings, descriptive matter or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of this Contract nor have any contractual force.
33. It is the Customer's responsibility to ensure that all information given by it to the Company is accurate and to the Customer's satisfaction.
34. If the Customer does not accept delivery in accordance with the Contract terms, the Company's invoice in respect of the relevant Goods shall nevertheless still be due and payable. 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 until the Customer takes possession of the Goods.
35. No Order once placed with the Company can be cancelled or varied without the Company's prior written consent. In the event of the Company agreeing to vary any Order, the costs of 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.
36. No variation of the Contract will be effective unless confirmed in writing and signed on behalf of the Customer and the Company.
37. A person who is not a party to the Contract is not entitled to enforce it under the Contracts (Rights of Third Parties) Act 1999.
38. The Company may assign, sub-contract or otherwise deal with any Contract in its discretion. The Customer may not assign the Contract without the prior written agreement of the Company.
39. Delay by the Company in enforcing any rights arising from this Contract with the Customer is not a waiver by the Company of such rights.
40. If any of the provisions or part of a provision of the Contract is found by any court to be invalid, unenforceable or illegal, then only those particular provisions shall be unenforceable, but the remaining provisions of the Contract shall continue in full force and effect.
41. Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if (a) the Customer commits a breach of any term of the Contract which, in the case of a breach capable of being remedied, shall not have been remedied within fifteen (15) days of a written request to do so; or (b) the Customer fails to pay any sum owing to the Company on the due date; or (c) an order is made by a court of competent jurisdiction or a resolution is passed for the dissolution, liquidation, winding-up or administration of the Customer, or the Customer is or becomes unable to pay its debts within the meaning of s.123 of the Insolvency Act 1986.
42. The Contract is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

Special Provisions

1. 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 Customer shall be subject to the relevant UK export regulations relating to any Goods sold to the Customer.
4. Any notice given by one party to the other shall be sent to the other party in writing by pre-paid first class post or by email or fax. A notice shall be deemed to have been received: if sent by pre-paid first class post, at 9.00 am on the second Business Day after posting; or, if sent by fax or email, one Business Day after transmission.