



Edwardes Bros (Dulwich) Ltd

Electrical Wholesalers & Distributors

Head Office and Accounts:

Suite One, 677 Princes Road, Dartford, Kent DA2 6EF

Telephone: 01322 282010 Fax: 01322 282011

E-mail: info@edwardes.co.uk

Web: www.edwardes.co.uk

Terms and Conditions of Sale

Listed 1 to 18

1. These conditions are the terms on which Edwardes Bros (Dulwich) Ltd (hereinafter referred to as "The Company") contract for the sale and/or supply of goods and services and no variation or modification of these terms and conditions (notwithstanding any conditions or terms included in the Customer's order or any subsequent document) shall be of effect unless amended in accordance with para 15 hereof.

2. Definitions

Interpretation of trade terms used in any contract with the company shall be those laid down in the International Rules for the interpretation of Trade Terms, commonly known as "Incoterms".

3. Order

No order shall be binding upon the Company unless it is expressly accepted in writing by the company.

4. Prices

Prices for the Company's goods are subject to alteration and orders are accepted on the basis that the goods will be invoiced at the price ruling at the date of despatch by the Company unless otherwise stated on the Company's quotation and all prices are subject to the addition of Value Added Tax at the appropriate rate, where applicable.

5. Export Prices

Prices for the Company's goods are based upon the Foreign Exchange Rate ruling at the date of despatch of the goods by the Company.

6. Terms Of Credit

Any order for goods placed with the Company shall be subject to the Customer providing, to the satisfaction of the Company, evidence of his credit worthiness.

7. Payment

Payment shall be made by the Customer by the end of the month following the date of invoice. If the invoice is not paid in full within this period the Company shall be entitled to charge interest on the amount due at 2% above the Minimum Lending Rate ruling at the time. The terms of payment under these conditions can only be varied by agreement of the Company in writing.

8. Ownership of Goods

Goods are uniquely identifiable and property in the goods shall not pass to the Customer until the goods are paid for in full by the Customer and the Company shall have the right to recover such goods not paid for in full at the expense of the customer.

9. Insurance

- a) Insurance of all goods supplied by the Company shall be the responsibility of the Customer immediately upon delivery of the goods to his premises, or to the site to which they are delivered.
- b) Insurance of goods exported from the United Kingdom shall be the responsibility of the Customer immediately upon delivery of the goods by the Company to the Port of Embarkation.

10. Delivery

Any times and/or dates whenever and howsoever stated or given by the Company and given and intended as best estimates only shall under no circumstances whatsoever be or become of the essence of the Contract between the Company and the Customer and the Company shall under no circumstances whatsoever be liable to the Customer for any loss, damage or expenses whether caused directly or indirectly by or from any delay in the delivery of the goods.

11. Cancellations

The Company reserves the right to refuse cancellation of orders placed by Customers and acceptance of goods returned to the Company without its permission will be refused. In respect of any goods returned to the Company with its permission the Customer shall be responsible for the original cost of transport, the cost of removal of the goods and return transport and re-stocking charge of 20% of the total value of the Company's invoice.

12. Specifications

Information regarding the Company's goods contained in catalogues and any other printed matter provided by the Company to the Customer are given in good faith but are intended as being approximate and it shall be the duty of the Customer to rely on its own judgement as to the nature, quality and suitability for its purposes of the Company's goods. The Company reserves the right to alter or amend specifications without prior notice.

13. Damage and Shortage

- a) Where goods are delivered by outside carriers damage or part loss claims cannot be entertained unless the carriers and the Company are notified in writing within three days from the date of delivery.
- b) Where goods are delivered by the Company and a receipt of delivery note signed by the Customer is received, the goods will be deemed to have been examined and therefore no claim for damage or loss made by the customer can be entertained by the Company. The customer may not exclude this provision either by marking his signature "unexamined" or by failing to return the signed delivery note or otherwise.

14. Data Protection Act 1998

The Customer accepts that the Company may consult with and disclose data regarding the customer to credit reference agencies, banks, credit insurers, and other responsible organisations outside the Company's business that the Company has nominated, and that such organisations may process the data. The Customer understands that under the Act the Customer has a right to know what data the Company holds on the Customer if the Customer applies to the Company in writing and pays the applicable fee.

15. Warranty

The Company's liability for replacing goods which have been proved to the Company's reasonable satisfaction to be defective under careful use because of defective materials, whether used by the Company, its associates or suppliers, or because of faulty workmanship, before and during the three calendar months from the date of supply, is limited to replacing goods free of charge. Any replacement is subject to the Customer notifying the Company of the defect in writing within three calendar months from the date of supply, and subject to the Customer not having attempted to repair the goods himself or in any way interfered with the goods. The provisions of section 12 of the sale of goods Act 1983 shall apply to this contract, but this guarantee is given in lieu of all other warranties, conditions and obligations imposed or applied by statute or otherwise, and in particular, without prejudice to the generality of the foregoing, the Company shall not be liable for loss of profit or goodwill of the buyer or any other person arising directly or indirectly from any breach of this contract or for any other indirect or consequential damage whatsoever. No claim under this guarantee by the buyer shall be a basis for rescinding the contract or for withholding payment of any sum due to the Company under this or any other contract.

16. Any variation of these Terms and Conditions of Business shall only be of any effect if they are expressly agreed in writing by the Company under the signature of a Director of the Company.

17. Forces Majeure

The Company shall not be responsible in any matter whatsoever by its failure to perform all or part of the contract as a result of interruption of the Contract by an Act of God, sanctions, embargo or any other restriction of order of any government or agencies or by war, threat of war, warlike conditions, mobilisation, blockade, revolution, civil commotion, riot, sabotage, strike, lock-out, sickness epidemic, fire, flood, breakdown at the Company's or any of its associated factories, accidents, curtailment in manufacture transportation or any other circumstances beyond the control of the Company. Shipment or transportation of goods involved in any of the aforementioned matters may be delayed for a period necessary for restoration from such disturbances, however, either the Company or the Customer shall have the right to terminate the contract under a notice to the other if such a delay in shipment shall exceed thirty days.

18. Law and Jurisdiction

The Laws of England and Wales shall be the only Laws applying to this Contract and any litigation of this contract shall be conducted only in England. The Company reserves the right to amend its terms and conditions at any time without notice.

Listed 1 to 18