

# Terms and Conditions

## 1. General

All goods supplied by us are sold only upon the following conditions. The placing of an order for any goods, or the acceptance of our quotation or tender or of delivery of goods, includes acceptance of the following conditions. Unless expressly agreed by us in writing, any other terms or conditions (including any which may be contained in your order) are excluded. Unless expressly incorporated in our quotation or tender, all descriptions, illustrations, drawings, dimensions, weights, measures, specifications, standards or performance or other descriptive matter or precontractual statements are approximate only and shall not form part of the contract. Our record of any order placed by you verbally shall be conclusive as to type and quantity of produce and the point and date of delivery.

## 2. Validity

Unless previously withdrawn, our quotation is open for acceptance within the period stated therein or, when no period is so stated, within 30 days after its date and is subject to written confirmation by us at the time of acceptance. All goods are offered subject to their being available upon receipt of order.

## 3. Delivery

Unless otherwise specified the price includes delivery to any premises specified by you within our van delivery area, full details of which are available on request. The risk in all goods passes to you when they first enter those premises or are placed in the store under clause 4. We reserve the right to choose the method of transport, to charge for deliveries outside our van delivery area, and to charge you with all manufacturer's carriage for special items.

Delivery times are approximate, and we will at all times use our best endeavours to comply. We however shall not be liable for any loss, penalties or damage, direct or indirect occasioned by delayed delivery and in no case shall delay be a ground for rejecting goods nor shall the Company be responsible for any consequence or loss however arising.

## 4. Delay in delivery

If we do not receive sufficient forwarding instructions within 14 days after notification that the goods are ready for despatch, you will either take delivery or arrange for storage, otherwise we shall be entitled to arrange storage on your behalf and at your risk either at our own works making a charge of 2% of the invoice value of the goods per month or elsewhere. We shall also be entitled to payment as if the goods had been duly delivered. All charges for storage, insurance or demurrage will be payable by you.

## 5. Acceptance

Unless you give us written notice within one day of delivery that the goods are not in conformity with the contact you are deemed to have accepted the goods.

## 6. Passing of property

Notwithstanding delivery, all goods supplied by us will remain our absolute property until you pay in full for them and for all other goods previously supplied by us. You will store the goods in such a way that they are readily identifiable as our property, but you may, as trustees for us, sell them to a third party in the normal course of your business. Upon any sales by you the goods (either alone or with other items) all rights which you have against the buyer shall automatically vest in us. We shall be entitled, immediately after giving notice of our intention to repossess any goods to which we have title under this clause.

## 7. Loss or damage in transit

Any shortage or damage must be clearly stated upon the drivers delivery sheet and a written statement of the facts received at our branch and by the carrier (if not ourselves) within 3 days after the date of delivery, otherwise no claim will be entertained. The package and contents should be retained for examination. Written notice of any non-delivery must be received at our branch within 7 days of the date of invoice. Time is of the essence of this clause. Our liability in respect of any claim accepted under this clause is limited to making up the shortage or replacing of any goods proved to have been damaged or lost in transit to the point of delivery, and we accept no liability for any loss or damage suffered by you, whether direct or consequential and howsoever arising.

## 8. Packing etc

Crates, cases, pallets, stillages or skids or other returnable packaging are not included in the quoted price and will be charged at current rates. You will however be credited with the amount charged when it is returned to us in good condition within 14 days of the date of our invoice. Cable drums will be charged in accordance with the makers drum schedules.

## 9. Prices

All goods are sold subject to the prices and any relevant discounts ruling at the time of delivery. Our prices discount rates and conditions of sale may be altered at any time without notice. All discount and prices are calculated upon a whole order or majority of the order basis. If when placing your order, you select only certain items or reduced quantities are specified, we reserve the right to review the discounts and prices at which such orders are accepted. Prices do not include VAT, packing insurance or carriage unless otherwise expressly stated, prices quoted are not fixed and will be those ruling at the date of the invoice in respect of the number of goods supplied irrespective of the number for which the price was quoted.

## 10. Specification and publicity material

The Company shall not be liable for any variations in the specification of the goods which do not materially affect the use and operation of the goods or for the substitution of any materials or component parts of the goods by other materials or parts of quality equal or superior to that originally specified. The description and illustrations contained in the Company's catalogues, price list, and other advertising materials are intended to present a general idea of the goods described in them and shall not form part of the contract.

## 11. Payments

Payment of all goods shall be made by the due date on the invoice. If you do not comply punctually with the terms of payment, we reserve the right to charge you interest on any amount overdue at the rate of 2%

per calendar month compounded to be payable both before and after any judgement obtained and without notice to suspend further deliveries until all arrears including interest have been paid and an option to rescind any

subsisting contact with you, as to all or any rights already accrued to us under such contact. Goods not paid for in full by the due date shall be invoiced at the current trade price.

## 12. Performance

It is your responsibility to determine that the goods are sufficient and suitable for the purpose to which they are to be put. We cannot accept any responsibility either in respect of the installation of any goods or as to the ultimate performance of any product in which the goods may be installed.

We shall in no way be liable for any direct or consequential damage, loss or expense for which the goods are used.



## 13. Defects after Delivery

All goods supplied by us are manufactured by others. Accordingly, we shall pass on to you the benefit of the warranty, if any, given by the manufacturer of the goods. Our liability under this clause shall be in lieu of any warranty or condition supplied by law as to the quality of fitness for any particular purpose of the goods and we shall not be under any liability, whether in contact, tort or otherwise, in respect of any defects in goods delivered or for any injury, damage or loss resulting from such defects or from anything done or omitted in connection with the goods or from any work done in connection therewith.

## 14. Return of Goods and Goods not Collected

In no circumstances may goods supplied against a firm order, be returned without our prior written consent and the receipt of your advice note stating the reason for the return and the date and number of our invoice. All goods returned must be securely packed and, unless we arrange collection consigned carriage paid. In addition, we reserve the right to charge a handling fee for any goods returned or those not collected.

## 15. Termination

We may, without prejudice to our other rights and remedies, determine the contact or any unfulfilled part of it or withhold further deliveries or make partial deliveries or make partial deliveries if:

(a) you fail to make payment on the due date under this or any other contract between us.

(b) you purport to cancel or suspend or commit any breach of this or any other contact between us.

(c) you become insolvent or make any composition with your creditors or have a receiver appointed of all or any part of your undertaking or

assets or go into liquidation (save for the purposes of amalgamation or reconstruction) and we shall be entitled to recover from you all our loss including any loss of profit or loss on re-sale.

(d) If you have a judgement made against you by a court of competent jurisdiction.

## 16. Applicable law

The Contract shall be consigned and have effect in all respects in accordance with the laws of England and the Customer hereby submits to the jurisdiction of the English courts.

## 17. Waiver

Any failure by us to enforce any or all of these conditions shall not be construed as a waiver of any of our rights hereunder.

# Personal Guarantee

BY ENTERING INTO THIS GUARANTEE YOU MIGHT BECOME LIABLE INSTEAD OF OR AS WELL AS THE CUSTOMER. YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS GUARANTEE.

----- *a director of the Customer acting as guarantor and indemnifier (Guarantor).*

## 1. Interpretation

### 1.1 Definitions

The definitions and rules of interpretation in this clause apply in this guarantee, along with the definitions and rules of interpretation as detailed in the aforementioned Conditions. Guaranteed Obligations: all present and future payment obligations and liabilities of the Customer due, owing or incurred under the Terms and Conditions with the Supplier (including, without limitation, under any amendment, supplement or restatement of the Conditions, or in relation to any new or increased advances or utilisations).

## 2. Guarantee and indemnity

**2.1** In consideration of the Customer entering into the Conditions, the Guarantor guarantees to the Supplier, whenever the Customer does not pay any of the Guaranteed Obligations when due, to pay on demand the Guaranteed Obligations.

**2.2** The Guarantor as principal obligor and as a separate and independent obligation and liability from his obligations and liabilities under clause 2.1 agrees to indemnify and keep indemnified the Supplier in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Supplier arising out of, or in connection with, the Guaranteed Obligations not being recoverable for any reason or any failure of the Customer to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.

**2.3** This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to the Supplier by the Customer in respect of the Guaranteed Obligations.

**2.4** The liability of the Guarantor under this guarantee shall not be reduced, discharged or otherwise adversely affected by action or inaction of the Supplier.

**2.5** The Supplier shall not be obliged before taking steps to enforce any of its rights and remedies under this Guarantee to take any action or obtain judgment in any court against the Customer or any other person.

**2.6** The Guarantor shall promptly on demand, pay to, or reimburse, the Supplier on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Supplier in connection with the preservation, or exercise and enforcement, of any rights under or in connection with this guarantee or any attempt so to do.

Signed as a deed by the Guarantor

Date

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In the presence of: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Occupation of witness: \_\_\_\_\_



# CREDIT ACCOUNT APPLICATION FORM



ELECTRICAL WHOLESALER LTD

Company Name: \_\_\_\_\_

## Type Of Company:

Sole Trader  Partnership  Limited Company   
LLC  PLC

Number of Employees: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Bank Details

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

Sort Code: \_\_\_\_\_

Preferred Payment method: Card  BACS  Cheque

Invoice Address (if different to above): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the address above –

Owned  Rented  Leased

VAT Number: \_\_\_\_\_

Number of Years Business has been trading: \_\_\_\_\_

Credit Terms Requested: \_\_\_\_\_

Amount of credit required: £ \_\_\_\_\_

**Please complete all sections and return to or drop into your local branch.**

*Please supply one of the following as Proof of Identification.*

**-Limited Company:** Company letterhead.

**-Sole trader/partnerships:** Proof of your home address, such as bank, Building Society or credit card statement, driving license, or a recent utility bill.

## Customer Declaration

\_\_\_\_\_ confirm that on \_\_\_ / \_\_\_ / \_\_\_ I have read and agreed to terms and conditions of sales.

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**We respect your privacy** - If you open an account we may search the files of credit reference agencies who will record the search, and we may share that information about the way in which you conduct your account with other lenders and with credit reference agencies. If you do not wish for us to carry out such a search then please do not complete this form. We may need to disclose your information to our agents. We will record your purchasing preferences and may use your information for marketing. Under the data protection act, you have the right to apply for a copy of the information we hold on you (for which we may charge a small fee) and to correct any inaccuracies. Due to training requirements some telephone calls may be monitored.

## To be completed by Staff - Attached Proof of I.D

Company Letterhead  Driver's License  Bank/Credit card   
Statement  Utility Bill

## Head Office

Credit limit given: \_\_\_\_\_ Terms given: \_\_\_\_\_ Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_