

## CHANNEL ELECTRIC EQUIPMENT LIMITED ("THE SELLER") CONDITIONS OF SALE

- 1. Application**

These conditions apply to all sales of goods by the Seller to any purchaser ("the Buyer") and shall apply in place of and prevail over any terms or conditions contained or referred to in the Buyers order
- 2. Quotations and Acceptance**
  - 2.1 A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or revise the same at any time prior to the Seller's acceptance of the Buyer's order.
  - 2.2 The Seller's acceptance of the Buyers order shall be effective only where such acceptance is acknowledged on the Seller's printed Acknowledgement
- 3. Prices**
  - 3.1 The prices payable for the goods shall be those contained in the Seller's quotation. The Seller shall have the right at any time to revise prices to take into account the increase or imposition of any tax duty or other levy and any variation in exchange rates.
  - 3.2 Unless otherwise specified VAT and any other tax or duties payable by the Buyer shall be added to the price.
- 4. Terms of Payment**

Subject (where appropriate) to Condition 7.

  - 4.1 Payment of invoices shall unless otherwise agreed in writing be made in full without any deduction or set-off at the month end 30 days after the date of invoice.
  - 4.2 Interest shall be payable on overdue accounts at the rate of 1% per month over Lloyds Bank PLC base rate to run from the due date for payment thereof until receipt by the Seller of the full amount whether or not after judgement.
- 5. Delivery**
  - 5.1 Delivery dates mentioned in any quotation acknowledgement of order or elsewhere are approximate only and not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates.
  - 5.2 Delivery shall be at the location specified on the face of the order.
- 6. Risk**

Subject (where appropriate) to Condition 8 risk shall pass on delivery.
- 7. Export Sales**
  - 7.1 In any case where goods are sold CIF or FOB or on the basis of other international trade term the meaning of such term contained in Incoterms as revised from time to time shall apply.
  - 7.2 Unless otherwise agreed the price of the goods shall be paid by banker's draft.
  - 7.3 Section 32 (2) of the Sale of Goods Act 1979 shall not apply. The Seller shall not be required to give the Buyer the notice specified in Section 32 (3) of that Act.
- 8. Title**

All goods are supplied to the Buyer by the Seller on the following terms: -

  - (a) The goods shall remain the sole and absolute property of the Seller as legal and equitable owner until such time as the Buyer shall have paid to the Seller the agreed price together with the full price of any other goods the subject of any other contract with the Seller
- 9. Liability**

9.1 The Seller shall not be liable to the buyer: -

  - (a) for shortages in quantity delivered unless the Buyer notifies the Seller of any claim for short delivery within 10 days of receipt of the goods.
  - (b) for damage to or loss of the goods or any part thereof in transit (where the goods are carried by the Seller's own transport or by a carrier on behalf of the Seller) unless the Buyer shall notify the Seller of any such claim within 10 days of receipt of the goods or the scheduled date of delivery whichever shall be the earlier.
  - (c) for defects in the goods cause by fair wear and tear, abnormal conditions or storage or use or any act, neglect or default of the Buyer or of any third party.
  - (d) for other defects in the goods unless notified to the Seller within 1 month of receipt of the goods by the Buyer or where the defect would not be apparent on reasonable inspection within 12 months of delivery.

9.2 (a) Where liability is accepted by the Seller under paragraph 9.1 the Seller's only obligations shall be at its option to make good any shortage or non-delivery and/or as appropriate to replace or repair any goods found to be damaged or defective and/or to refund the cost of such goods to the Buyer.  
(b) the Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered goods which give rise to such liability as determined by net price invoiced to the Buyer in respect of any occurrence or series of occurrences.

9.3. Subject to the foregoing all conditions warranties and representations expressed or implied by statute common law or otherwise in relation to the goods are hereby excluded and the Seller shall be under no liability to the Buyer for any loss damage or injury direct or indirect resulting from defective material faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Seller its employees or agents SAVE THAT the Seller shall accept liability for death or personal injury caused by the negligence of the Seller.

9.4 The Seller's prices are determined on the basis of the limits of liability set out in this Condition. The Buyer may by written notice to the Seller request the Seller to agree a higher limit of liability provided insurance cover can be obtained therefor. The Seller shall effect insurance up to such limit and the Buyer shall pay upon demand the amount of any and all premiums. The Buyer shall disclose such information, as the insurers shall require. In no case shall the Buyer be entitled to recover from the Seller more than the amount received from the insurers.
- 10. Force Majeure**
  - 10.1 The Seller shall not be liable to the buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of goods by the Seller being prevented hindered delayed or rendered uneconomic by reason or circumstances or events beyond the Seller's reasonable control including but not limited to Act of God war riot strike lock-out trade dispute or labour disturbance accident break-down of plant or machinery fire flood storm affecting the supply of the goods or of raw materials therefor by the Sellers normal source of supply or the manufacture of the goods by the Sellers normal means of delivery of the goods by the Sellers normal route or means of delivery.
  - 10.2 If due to such circumstances or events the Seller has insufficient stocks to meet all its commitments the Seller may apportion available stocks between its customers at its sole discretion.
- 11. Notices**

Any notice hereunder shall be deemed to have been duly given if sent by prepaid first class post or facsimile to the party concerned at its last known address. Notices sent by first class post shall be deemed to have been given seven days after despatch and notices sent by facsimile shall be deemed to have been given on the date of despatch.
- 12. Governing Law**

The contract shall be governed by and construed in accordance with the Laws of England and the parties hereby submit to the jurisdiction of the English Courts.