

CABLE HOUSE TERMS & CONDITIONS 2015

CONDITIONS OF SALE

1. GENERAL

These conditions shall come into force on our acceptance of your order and shall apply to all orders received whether in writing or otherwise. In case of any conflict between these conditions and the terms of your enquiry or order or any correspondence relating thereto, these conditions shall prevail except to the extent that these conditions are excluded by specific reference by us in writing. No servant or agent of the Company has the power to vary these conditions orally, or to make representations or promises about the condition of the goods, their fitness for any purpose or any other matter whatsoever. Written confirmation of telephone orders shall be clearly marked as such otherwise you will be responsible should orders be duplicated. We reserve the right at any time to refuse orders. No variation of the order will be recognised unless agreed by us in writing. We reserve the right to cancel your order if you commit an act of bankruptcy or commence winding up by reason insolvency or make an arrangement for the benefit of creditors.

2. VALIDITY OF QUOTATION

The Company reserves the right to refuse the Purchaser's acceptance of a quotation unless such quotation is stated to be open for a specific period and is not withdrawn in such period. All quotations and estimated by the Company are invitations to treat. No binding contract shall be created by the acceptance by the Purchaser of the Company's quotation until notice of acceptance of the order has been given in writing which shall be signed by the Company's duly authorised representative or the Company has indicated its acceptance of the offer by making delivery or part delivery of the goods. A confirmed order may only be cancelled or varied with the company's consent, the giving of the Company's consent shall not in any way prejudice the Company's right to recover from the Purchaser full compensation for any loss or expense arising from such cancellation or variation. In the event that no quotation is given by the Company and it has received an order from the Purchaser, all deliveries are made subject to these General Conditions of Sale.

3. PRICES & PRICE LISTS

All quotations are given at current prices but are subject to alteration without notice in accordance with prices ruling at the time of delivery. We shall be entitled to recover from you by the way of addition to prices such amounts that we may become liable to pay in respect of the Value Added Tax in relation to any goods or services supplied by us. Catalogues, Price Lists and other advertising matter are intended to present only an indication of the types of goods offered and no price or other particulars contained therein shall be binding on us unless expressly included by reference thereto.

4. PAYMENTS

Unless otherwise agreed in writing, payment is due in full on delivery of the goods, and the Purchaser shall not exercise any rights of setoff or counterclaim against invoices submitted. The Company shall be entitled to charge interest on overdue accounts at a rate of 2% per annum above the Bank of England Minimum Lending Rate prevailing at the date of delivery after as well as before any judgement and the Company shall be entitled to suspended deliveries of any of the Purchaser's order or to cancel such orders if any payment from the Purchaser to the Company becomes overdue.

5. CREDIT

Any contract shall be subject to the Company being satisfied as to the Purchaser's credit worthiness and without prejudice to the generality of the foregoing the Company may (in its absolute discretion) having informed the Purchaser that the goods are ready for delivery, refrain from delivering the goods until such time as the Purchaser tenders the purchase money to the Company in a form satisfactory to the Company.

6. CARRIAGE

Our minimum order charge is £35.00 net. Carriage terms by separate arrangement. Orders under this value will carry a carriage charge unless discussed beforehand with the sales office. Without prejudice to any other right or action the Company may reserve to itself a 15% handling charge that will be applied where goods are returned having been correctly supplied by us. Please contact office prior to return of goods. Special products are non-returnable.

7. LOSS OR DAMAGE IN TRANSIT

When the price quoted includes delivery, the Company shall repair or replace at its option free of charge goods damaged in transit or not delivered in accordance with the Advice Note, provided that the Company is given written notification of such damage or non-delivery within such time (being not more than 7 days) as will enable the Company to comply with the carrier's conditions of carriage as affecting loss or damage in transit, or, where delivery is made by the Company's own transport, within 7 days after receipt of Advice Note. Notwithstanding the above undertaking, the Company will only consider claims for alleged shortages if they are received within two working days of the receipt of the goods by the Purchaser, together with sufficient information to enable the Company properly to identify the shortage including the Advice Note number, case number and condition of case. A signature given on behalf of the Purchaser on a Delivery Note or other form of receipt for the goods without particulars of damage/shortage shall constitute acceptance by the Purchaser that the quantities are correct and that the goods are in good condition. Where goods are collected ex-works, the Company shall not be liable for damage to the goods after delivery of the goods into the vehicle of the carrier. The liability of the Company under this guarantee shall be limited to the invoice value of the components replaced or repaired and the Client shall not be liable for any consequential loss or damage how so ever caused. It shall be the duty of the Purchaser to insure against such consequential loss and to hold the Company harmless therefore.

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8. DELIVERY

Any times quoted for despatch, repair or replacement are to be treated as estimates only and the Company shall not be liable for failure to despatch, repair or replace within such time.

- a) The Company will use its best endeavours to despatch the goods on a promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly stipulated in writing. If delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components, or any other cause beyond reasonable control of the Company, a reasonable extension of time for delivery shall be granted and the customer shall pay such reasonable extra charges as have been occasioned by the delay.
- b) The Company will deliver as near as possible to the site as a safe hard road permits. The customer shall provide at his own expense the labour for unloading and stacking: such labour to be available during normal working hours on the day notified by the Company for delivery. The customer shall unload with reasonable despatch. Damage due to inadequate site access or careless unloading shall be at the customer's own risk.
- c) The customer shall note any claim for short delivery and/or for damage to goods on the delivery schedule at the time of delivery and shall confirm such claims to the Company in accordance with clause 7. If short delivery does take place, the customer undertakes not to reject the goods but to accept the goods delivered as a part performance of the contract.
- d) Where the goods are not delivered by the Company, but by an independent carrier, delivery to the carrier shall be delivery to the customer.
- e) If the customer fails to take delivery on the agreed delivery date or, if no specific delivery date has been agreed when the goods are ready for despatch, the Company shall be entitled to store and insure the goods and to charge the customer the reasonable costs of doing so and tender its account for the price under condition 4.

9. PASSING OF RISK

The goods shall be at the entire risk of the Purchaser from the time the goods are delivered to the Purchaser or to any third party on the Purchaser's instructions. Once goods have been signed for they are wholly the responsibility of the purchaser without exception.

- a) **PLEASE NOTE: SPECIALLY ORDERED GOODS AND NON STOCK ITEMS ARE NON RETURNABLE.**

10. TITLE TO THE GOODS

- a) Title to and property of the goods shall remain vested in the Company (notwithstanding the delivery of possession of the same the passing of the risk therein to the purchaser) until:
 - i) the price of the goods and/or services compromised in this Contract and
 - ii) all other money from the Purchaser to the Company on any other account has been paid or satisfied in full.
- b) Until the title to and property in the goods pass to the Purchaser as aforesaid the following provisions shall apply
- c) The Company may at any time without prior notice to the Purchaser repossess and resell the goods if any of the events specified in Condition 11 hereof shall occur or if any sum owed by the Purchaser to the Company under this or any such other Contract is not paid on the due date for payment. For the purpose of exercising its rights under this subparagraph (1) the Company, its employees or agents together with all vehicles and plant considered by the Company to be necessary shall be entitled at any time without prior notice to the Purchaser to free and unrestricted entry upon the Purchaser's premises and/or other locations where any of the goods are situated.
- d) The Purchaser shall store the goods separately from his own goods or those of any other person in a proper manner without charge to the Company and ensure that they are clearly identified as belonging to the Company. Without prejudice to subparagraph (1) if this condition, the Company shall be entitled to examine the goods in storage at any time during normal business hours and upon giving the purchaser reasonable notice of its intention to do so.
- e) The rights and remedies conferred upon the Company by this Condition are in addition to and shall not in any way prejudice, limit or restrict any other rights or remedies of the Company under the Contract.
- f) The Purchaser acknowledges that he is in possession of the goods solely as bailee for the Company until such time as the full price thereof is paid to the Company, and all other monies due from the purchaser to the Company on any other account has been paid or satisfied in full.
- g) Subject to the terms hereof, the Purchaser is licensed by the Company to process the goods in such a fashion as he may wish and/or incorporate them in or with any other product or products subject to the express condition that the new product or products or any other chattel whatsoever containing any part of the said goods shall be separately stored and marked so as to be identifiable as being made from or with the goods the property of the Company.
- h) If goods the property of the Company are ad-mixed with goods the property of the Purchaser or are processed with or incorporated therein, the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Company. If goods the property of the Company are ad-mixed with goods the property of any person other than the Purchaser or are processed with or incorporated therein, the product thereof shall become or shall be deemed to be owned in common with that other person.
- i) The Purchaser shall be at liberty to agree to sell on any product produced from or with the Company's goods on the express condition that such an agreement to sell shall take place as agents and bailees of the Company whether the intending buyer sells on his own account or not and that the entire proceeds thereof are held in trust for the Company and are not mingled with any other monies and shall at all times be identifiable as the Company's monies.
- j) If the intending Purchaser has not received the proceeds of any such sale, he will when called upon to do so by the Company within 7 days thereof assign to the Company all rights against the person or persons to whom he has supplied any products or chattels made from the Company's goods.

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11. BANKRUPTCY

In the event of the Purchaser committing any breach of this contract, or if any distress or execution is levied upon the goods of the Purchaser, or if he offers to make any arrangement with or for the benefit of his creditors, or commits any act of bankruptcy or (being a limited Company) has a receiver appointed over its undertaking or assets or any part thereof, or (save for the purpose of a reconstruction or amalgamation with insolvency) goes into liquidation, the Company shall thereupon be entitled without prejudice to their own rights, forthwith to suspend all further deliveries until the default has been made good or to determine the contract or any unfulfilled part thereof, or at the Company's option to make partial deliveries, or exercise any of its rights pursuant to clause 10.

12. FORCE MAJEURE CLAUSE

Neither party shall be liable for any defaults due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest, or any other event beyond the reasonable control of either party.

13. COMPANY'S CANCELLATION CLAUSE

The Company may cancel this contract at any time before the goods are delivered by giving written notice. On giving such notice the Company shall promptly repay to the Purchaser any sums paid in respect of the purchase price. The Company shall not be liable for any loss or damage whatsoever arising from such cancellation.

14. JURISDICTION

This contract is subject to the law of England and Wales.