

Terms And Conditions of Sale

1. In these terms and conditions the Company shall mean Electrical Distribution Solutions Limited and the Customer shall mean the person, firm or company placing the order.
2. The company will be entitled to assign, sub-contract or sub-let this contract or any part thereof.
3. Failure by the Company to enforce any of the contract terms will not be construed as a waiver of any of the company's rights there under.
4. This contract will be construed and operated in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts in connection with any disputes relating to this contract.
5. If the Customer fails to take delivery of goods when they are ready for delivery the Company may, at the Company's option, either store them itself or have them stored by third parties on such terms as the Company may in its absolute discretion think fit. In any event the costs of storage will be borne by the Customer. If goods are not collected within twenty eight days of written notice and payment made in full the Company shall be free to dispose of goods as it sees fit but will still be entitled to full payment.
6. Persons dealing in goods supplied by or worked upon by the Company have no right or authority to bind the Company in any way or to assume on the Companies behalf any obligation express or implied without the Company's prior express consent in writing.
7. No recommendation by the Company of any goods or services to be used in connection with the goods supplied under these terms and conditions but supplied by another person will make the company in any way liable in respect of such goods or services.
8. The contract price is based on the costs of materials labour sub-contractors transport and other overheads taxes duties and currency exchange rates ruling at the date of quotation. The Company reserved the right to amend the contract price to take account of any price increases beyond its control or new taxes or duties occurring from whatever cause between the date of quotation and the date of delivery of the goods and/or services.
9. All payments by a customer in the United Kingdom will be made in sterling.
10. Unless expressly stated otherwise all prices are exclusive of VAT which will be payable in addition.
11. Carriage on all inland and export orders will be charged to the Customer. Unless the address for delivery is stated or referred to overleaf the Customer must supply such address to the Company in writing forthwith after the date of the acceptance of order. In the case of imported goods the Customer will be charged for all import duties and the costs of any necessary import licences and all costs and charges lawfully demanded by any appropriate authority of any country.
12. The Company will endeavour to complete the contract for services or deliver the goods within the time agreed and if no time is agreed within a reasonable time but in no circumstances will the Company be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the completion of the contract or the delivery of the goods. If for any reason whatsoever the completion of the contract or the delivery of the goods is in the Company's opinion commercially impractical the Company may terminate the contract by sending by ordinary post or by delivering to the customer a notice in writing to that effect whereupon the Customer will pay to the Company such a sum as will together with any other sum paid previously bear the same proportion to the price (Including any variation thereof) as the services supplied bear to the services contracted for.
13. In the case of goods purchased from the Company property therein shall remain with the company until the Contract Price has been paid in full and the Customer shall not be entitled to resell the same or part with possession thereof. Failure on the part of the Customer to pay the price when due or the committing of any act of bankruptcy by the Customer or the appointment of a receiver or a manager to any part of the Customer's undertaking shall give the Company the right (without prejudice to any other remedies) to repossess the goods with or without prior notice and to enter upon any premises in which the goods may be for the purpose of repossession.
14. The goods shall be at the Customer's risk upon their delivery to the Customer or to a carrier whichever is the earlier and the Customer shall insure and keep the goods insured to their full replacement value with a reputable Insurance Company until title in the goods shall have passed to the Customer and shall if requested provide the Company with satisfactory documentary evidence of such insurance.
15. The Customer must comply with the maintenance schedules relating to all goods supplied by the Company as specified by the Company or any guarantee given by the Company shall be null and void.
16. If the Customer cancels extends or delays or purports to cancel extend or delay the contract or any part of it or fails to take delivery of any goods such cancellation extension or delay or failure is calculated to cause dislocation to the Company's business and the Customer will be liable without prejudice to any of the Company's rights to claim damages to indemnify the Company against any loss damage or expense incurred by the Company in connection with the performance of the Contract including the payment of licence and other fees the cost of any material plant or tools used or intended to be used thereon and the cost of labour and other overheads.
17. a) Where goods or equipment are modified to the design or specification of the Customer :-
 - (i) The Customer warrants that such modifications do not infringe any patent registered design or the provision of any statutory instrument or regulation for the time being in force.
 - (ii) The company will have the right to retain any drawings specification or other documents supplied by the Customer.
- b) The Customer agrees to acquaint itself with the requirements of all governments or statutory or other authorities bodies or corporations relating to the goods and undertakes that at all times whilst the goods are in the Customer's possession or under the Customer's control the Customer will comply with such requirements and will indemnify the Company against any liability due to a breach of any such requirements.

- c) The Company shall not be liable for any consequential damages or economic loss caused by such modifications.
18. The Company will indemnify the customer against loss or damage for death or personal injury resulting from the Company's negligence or the negligence of the Company's servants or agents (while acting as such) but otherwise the Company will only be liable for loss or damage resulting from the Company's negligence or from the negligence of the Company's servants or agents in the event of direct physical damage or injury to the Customer's property caused by such negligence and the Company's liability in respect thereof shall be limited to an amount not in excess of the contract price.
19. Save as specified herein and in the guarantee printed herein the company will in no circumstances be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any defect in material or workmanship or any defect in the goods or services supplied or by any negligence on the part of any of the Company's servants or agents and all warranties and conditions expressed or implied statutory or otherwise are hereby expressly excluded in so far as the same may lawfully be excluded.
20. Without prejudice to any other provisions hereof no failure by the Company to carry out any obligation hereunder shall be deemed to be a breach nor relieve the Customer of its obligations hereunder if caused by force majeure, provided that such force majeure is notified to the customer. For this purpose force majeure shall include act of God, war (whether declared or not), armed conflict (whether internal or international), insurrection, riot, civil commotion, rebellion, any act of violence, act of any government, tide, storm, tidal wave, flood, lightning, explosion, fire, earthquake, strike, lockout, labour or industrial dispute or stoppage, negligence, default or delays of any third party or any other happening beyond the Company's direct control.
21. If any provision hereof is or is found by any Court or authority or competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall not affect the remaining provisions hereof.
22. No amendment to or variation of these conditions or any part thereof shall be valid as against the Company unless it is in writing and signed by one of the directors duly authorised for the purpose. Any contract will be on these terms and conditions and any overleaf.