

CABLEDUCT LIMITED  
CONDITIONS OF BUSINESS

1 Definitions

In these conditions:

- 1.1 The "Buyer" shall mean the corporate entity firm or person seeking to purchase the Goods from the Company;
- 1.2 The "Company" shall mean Cableduct Limited of registered office 30 Selhurst Road, London SE25 5QF;
- 1.3 The "Seller" shall mean the corporate entity firm or person seeking to sell goods or services to the Company;
- 1.4 The "Contract" shall mean the Contract for the sale and purchase of goods;
- 1.5 The "Services" shall mean any services provided by the Company to the Buyer, whether or not the Buyer shall purchase goods
- 1.6 The headings to the clauses shall not effect the construction of these conditions

2 The Contract

- 2.1 These conditions shall be incorporated into each and every Contract made between the Company and the Buyer or Seller and
- 2.1.1 Shall apply to the exclusion of any terms or conditions put forward by or on behalf of the Buyer or Seller even if these are presented subsequent to the initial correspondence with the Company; and
- 2.1.2 Shall not create any agency or partnership between the Company and the Buyer or Seller
- 2.2 No variation or waiver of or addition to these conditions, whether written or Oral, shall have effect unless and until authorised in writing by a Director of the Company
- 2.3 Quotations, whether written or Oral, submitted by the Company shall be deemed to be an invitation to treat and not an offer
- 2.4 Any order given in respect of a quotation must state the date, and the reference of that quotation
- 2.5 The giving of an order to the Company constitutes an acceptance to these conditions by the Buyer
- 2.6 The acceptance of an order from the Company constitutes an acceptance to these conditions by the Seller
- 2.7 If subsequent to any Contract of sale a further Contract is made with the same Buyer whether by letter or by telephone or orally or otherwise without express reference or any conditions then such Contract shall be deemed to be subject to these conditions
- 2.8 Where the Company has manufactured goods in reliance on the Buyers designs, specifications or measurements, the Buyer shall be liable for the full price of such materials and any labour charge incurred following any alteration in such designs and/or specifications and for the full cost of any alteration rendered necessary and/or material wasted though the inaccuracy or variation of such designs, specifications or measurements

3 Time Limits

- 3.1 Although the Company will use its best endeavours to deliver according to the quotation, any time or date quoted by the Company for delivery or collection of all or any of the Goods or performance of any Services is an estimate only, and the Company shall not be liable for any failure to meet such estimate nor for any loss, whether financial or otherwise resulting directly or indirectly therefrom. Time is not and shall not be of the essence in relation to this condition.
- 3.2 Delay for whatsoever, whosoever or howsoever reason shall not entitle the Buyer to cancel any order or to refuse to accept delivery. However, the Company shall have the right to withdraw from the Contract or any part thereof without being held liable for any direct or indirect loss caused thereby and notwithstanding that a previous extension of time may have been agreed
- 3.3 When a Contract has been placed by the Company with a Seller and time limits have been provided by the Seller the Seller shall indemnify the Company against all damages and subsequent claims of consequential loss

4 Delivery & Collection

- 4.1 The Buyer shall collect the Goods from the Company's premises. Where it is agreed the Company shall deliver or procure the delivery of the Goods, when ready. It shall do so as the risk and cost to the Buyer to such address as the Buyer may specify or, if no such address is specified to any address of the Buyer to which correspondence and/or goods have previously been sent. The manner of delivery shall be such as the Company in its sole discretion shall deem appropriate
- 4.2 If the Company is unable to effect delivery on arrival at the Buyers premises for any reason whatsoever, an additional charge for any return or subsequent delivery costs will be made

5 Risk & Title

- 5.1 Risk in the Goods shall pass to the Buyer when the goods leave the premises of the Company as they are despatched by the Company to, or are collected by, the Buyer or its agent. The Company will accept no claim for loss or damage in transit.
- 5.2 The Company shall be under no liability to the Buyer in respect of defects or shortages that would be apparent on examination and will issue no credit unless a reasonable opportunity to inspect the goods is provided to the Company giving at least 48 hours notice in writing before any use is made thereof or any modification is made thereto by the Buyer. In any event, the Company accepts no liability for any such defect or shortages unless notified in writing of the details within 72 hours of receipt.
- 5.3 The Company shall make all attempts to make good any defect or shortages in accordance with the terms of this condition but otherwise shall be under no liability whatsoever, whensoever or howsoever arising, whether by way of negligence or otherwise, for such defect or shortages.
- 5.4 Notwithstanding delivery, and the passing of risk in the goods, or any other provision of these conditions, the goods shall remain the property of the Company until full payment has been received by the Company for all goods whatsoever supplied at anytime by the Company
- 5.5 For all goods where a retention of title clause 5.4 is claimed, the title claim shall remain valid even if the items have been installed, providing that the items can be removed without damage to the item or damage to the object to which the item is fixed. A screwdriver or other object may be used to aid the removal.
- 5.6 The Buyer shall store the goods separately from all other goods and products in such a way that they can be readily identified as being the property of the Company

6 Cancellation

- 6.1 After the Company has acknowledged an order the Buyer may not cancel the order or any part thereof without prior written consent by the Company. The Company shall be entitled to invoice the Buyer for all and any loss occasioned by a cancellation including administrative and other expenses.
- 6.2 Goods, once delivered, may not be returned unless authorisation has been given as specified in condition 6.1 and provided that the following conditions are satisfied:
- 6.2.1 Goods will only be accepted if they are in brand new and unused condition
- 6.2.2 Packaged items will only be accepted if the packaging remains unbroken
- 6.2.3 Goods will only be accepted if returned within three weeks of the despatch date
- 6.3 Where goods are returned by agreement:
- 6.3.1 In every case a handling charge and a restocking charge will be made
- 6.3.2 In every case the invoice number and date, and a reason for return must be stated
- 6.4 Under no circumstances will agreement be given to return goods that have been made either specifically to order, or that are not commonly stocked by the Company
- 6.5 The Company is not bound by any conditions of this Contract to give agreement for the return of Goods

7 Price

- 7.1 Any price quoted by the Company, unless stated otherwise, is valid for 2 months, and is based upon current material costs. If there is a significant change in material costs the actual price charged to the Buyer under the Contract shall be based upon such costs current at the date of invoice
- 7.2 Any discount quoted by the Company is determined by quantities and workloads at that time and may be subject to change.
- 7.3 In accordance with the terms in this Contract the Company shall be entitled at any time up to the date of invoice to vary the price quoted to the Buyer.
- 7.4 Unless otherwise stated in writing, all prices are exclusive, and therefore subject to, the addition of VAT at the statutory rate
- 7.5 Unless otherwise stated in writing, all prices are quoted ex works and therefore subject to carriage charges

8 Date of Payment

- 8.1 Invoices shall be dated on the day on which they were despatched or collected from the Company
- 8.2 The Buyer shall make payment in full within thirty days from the end of the month in which the invoice is dated. Interest at the yearly rate of 2% above base rate will be charged on all monies outstanding under the Contract from thirty days after the end of the month in which the invoice is dated until the actual date of payment (both before and after any judgement)
- 8.3 Any delay or default by the Buyer in making payment in accordance with condition 8.1 shall render all sums owing to the Company on any account whatsoever including the costs of recovery of such sums due and payable forthwith without requirement for any notice to be given to the Buyer
- 8.4 The Buyer shall not be entitled to withhold payment of any amount payable to the Company by reason of any dispute or claim by the Buyer (whether or not the goods are to be provided by instalments and in such case each instalment is deemed to constitute a separate and distinct Contract). In the case of short delivery or deliver of damaged goods to the Buyer, the Buyer shall remain liable to pay the full invoiced price of all Goods delivered.

9 Termination and Suspension

- Without prejudice to any rights and remedies available to it, whether under the Contract or otherwise, the Company shall be entitled either to terminate wholly or in part the Contract and/or any other Contract with the Buyer in any one or more of the following areas:
- 9.1 If any sum owing to the Company from the Buyer on any account whatsoever shall be unpaid after the date for payment
- 9.2 If an insolvency occurs, or the Company has any doubts as to the solvency of the Buyer
- 9.3 If the Buyer shall commit any breach of Contract with the Company
- 9.4 If the Buyer shall exceed the credit limit agreed between it and the Company at any time on any account
- 9.5 If it is not possible to make alternative arrangement to deal with supply shortages of goods and materials to the Company

10 Warranty and liability

- 10.1 The Company shall not be liable for any defect in the quality or state of the goods which would be apparent upon reasonable examination or for the goods being otherwise not in accordance with the Contract unless the Buyer gives a written notice specifying the matters complained of within 7 days of receipt of goods, and the Company is given reasonable opportunity to inspect the goods
- 10.2 The Company shall not be liable for any defect in the quality or state of goods which would not be apparent upon reasonable examination unless such defect shall have been discovered within 3 months after receipt of goods and the Company given written notice specifying the matters complained of
- 10.3 Provided that the Buyer has complied with the requirements as to notice contained in these conditions then the Company shall be given the opportunity to rectify the defects, and if this is not possible will replace the goods without further liability to the Buyer
- 10.4 The Company shall not be held liable in any circumstance in respect of consequential loss, damage or injury howsoever arising
- 10.5 Patents: The Buyer shall indemnify the Company and hold the Company indemnified against and/or loss liabilities, claims, damages, expenses, consequential losses and costs incurred by or made against the Company as a direct or indirect result of the carrying out of any work required to be done in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any rights of any third party

11 Waiver

- Failure of the Company to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar exercise or enforcement thereof any time or times thereafter