

## **CABLE FIRST LTD TERMS AND CONDITIONS OF SALE**

All orders are accepted and executed on the understanding that the Purchaser is bound by the following conditions of sale, which shall constitute a binding contract, except where specifically varied in writing. In the event of the customer's order containing conditions contrary to these conditions of sale they are not accepted without written consent from the Company. The word "Company" in the following clauses means Cable First Limited.

### **1. ORDERS**

1.1 Unless confirmation of telephone orders is clearly marked on the official orders the Company will accept no responsibility for duplication of despatch.

1.2 Schedule orders that do not specify the delivery date may be subject to cancellation by the company. Any such cancellation may result in a charge being levied.

### **2. PRICE**

Prices quoted are recommended prices for the quantity mentioned and changes in quantity may affect price. The Company reserves the right to vary prices up until the time the Order Acknowledgement has been raised and accepted. The price quoted on the Order Acknowledgement will be fixed for the duration of the contract unless the customer requests variations to the contract in which case the customer will be informed of any variation and a new Order Acknowledgment will be raised. All prices are exclusive of VAT which will be charged at the appropriate rate.

### **3. DELIVERY**

3.1 Delivery is based on machinery loading and material availability at time of quotation. Accurate delivery times will be confirmed on the Order Acknowledgement once scheduling has been completed.

3.2 Every endeavour will be made to maintain delivery dates but no responsibility for later delivery due to circumstances beyond the Company's control will be accepted. In no cases shall delay be a ground for rejecting goods or terminating the contract. Items quoted ex-stock are subject to prior sale.

3.3 A carriage charge will be made on all orders. Special delivery arrangements at the request of the Purchaser will entail additional carriage charges.

3.4 Due to the nature of cable manufacture, the Company reserves the right to ship cables by a length tolerance of 10%. Any cable supplied over the order quantity but within this tolerance will be invoiced at the unit rate. Any cable over the 10% tolerance would only be supplied subject to customer approval.

### **4 SPECIFICATION AND DESCRIPTION**

4.1 The description of the goods given in any drawing, catalogue or other literature is for information purposes only and does not constitute a term of the contract.

4.2 The seller undertakes that the goods will conform with:

4.2.1 The provisions of the quotation (except in minor respects which do not materially affect the usage of the goods). The seller reserves the right to change and improve the specification of the goods in line with its policy of progressive development provided that any substituted materials shall be of the same or better quality than those specified in the quotation and that any such change will not materially affect the usage of the goods.

4.2.2 The seller's normal standards of manufacture.

4.2.3 The requirements of any legislation in force at the time of the submission of the quotation.

### **5. CANCELLATION AND RETURNS**

5.1 No cancellation of an order will be effective unless it is in writing and accepted by the Company. Upon the agreed cancellation of any order the Purchaser may be liable to a cancellation charge. Amendments may also be subject to a similar liability. On no account will cancellation be accepted for items specially purchased on the customer's behalf.

5.2 In no circumstances may goods correctly supplied against a firm order be returned without the Purchaser having first applied for and obtained the written consent of the Company.

### **6. CERTIFICATES**

A charge may be made for inspection certificates.

### **7. CLAIMS**

Unless claims for shortages or damages are notified in writing to the carrier and the Company within three days of receipt no liability will be accepted by the Company. In the event of non-delivery the carrier and the Company must be advised in writing within ten days from receipt of the Company's invoice.

### **8. PAYMENT**

8.1 A credit account may be opened for Purchasers who furnish satisfactory references as requested by the Company.

8.2 Settlement terms are strictly nett 30 days account.

8.3 The Company shall have the right to suspend delivery and also at its discretions to terminate the contract in respect of any undelivered goods if the customer fails to comply with the terms as in 8.2

8.4 The Company reserves the right to charge interest at the rate of statutory interest set by the secretary of state on all overdue monies in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

### **9. ADDITIONAL CONDITION**

All invoices are due for payment on the 30<sup>th</sup> day of the month following the invoice date. Any invoice outstanding beyond this period will

be subject to a surcharge of 15% plus vat to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.

## **10. OWNERSHIP**

The ownership of the goods shall remain with the Company until such time as all the sums owing to the Company whether under this contract or any other contract have been paid.

## **11. LIMITED LIABILITY**

Any liability which we may incur to you in contract or in tort (including liability in negligence) arising out of or as a result of

- any failure to supply or deliver goods:
- any delay in the delivery of goods:
- any defect in any goods or service:

shall be limited to the purchase price of the goods in question. However, your statutory rights are not affected.

## **12. LIABILITY TO THIRD PARTIES**

You shall indemnify us in respect of any liability and all losses, costs, charges and expenses which we may suffer or incur by reason of any claim (including for liability in negligence) made by third parties in respect of or arising out of the state, conditions or use of goods (including, without limitations, goods resold to third parties whether or not despatched directly to third parties at your request) or in any other way relating to the goods.

## **13. FORCE MAJEURE**

13.1 These conditions of sale shall be construed in accordance with the laws of England and if any question, dispute or difference shall arise between the parties in respect of their interpretation, the same shall be referred by agreement to a single arbitrator otherwise it shall be referred to arbitration under the provisions also being applicable to the case of reference to a single arbitrator.

13.2 We shall incur no liability for failure to perform our obligations hereunder due to the existence of circumstances which we have not caused and which are beyond our control.