

CU Lighting Ltd and Phosco Ltd Conditions of Sale

ACCEPTANCE

- a) Prices are valid for 28 days or as detailed on the written quotation from the date of the quotation, after which they are subject to revision.
- b) Goods offered from stock are subject to being unsold on receipt of order.
- c) Contracts and orders are only accepted subject to these Conditions of Sale, acceptance of which must be unqualified. If any qualification is made by the Buyer, it shall not form part of the contract unless expressly agreed by CU Lighting Ltd or Phosco Ltd, in writing.
- d) CU Lighting Ltd and Phosco Ltd reserve the right to deliver by whatever transport method they choose.

2 QUANTITY

The quotation is for the whole quantity. Smaller quantities or separate deliveries cannot be accepted without confirmation.

3 DELIVERY DATE

The period given is that in which we estimate that we should be able to commence despatch of your order after receiving your official order and all the necessary information to enable us to proceed. CU Lighting Ltd and Phosco Ltd will do everything possible to give delivery at the rate or within the time specified in this quotation, but very much regret that owing to many circumstances that are beyond our control, such as Acts of God, Breakdowns, Fog, War, Riots, Fires, Strikes, Lock-Outs, Cessation of Labour, or Accidents of any kind or any other cause whatsoever beyond our control, we are not able to accept any charge for demurrage or loss of work caused by the failure to deliver at a certain time or date. Erection Contractors and Councils employing their own Erectors are earnestly asked to accept delivery of the products before commencement of erection, to safeguard against these eventualities, and to ensure a steady erection schedule.

4 DELIVERY AND UNLOADING BY LORRY

Delivery will be free on lorry and where delivery is to be made to job or depot, it is understood that the site must be safe for full lorry loads of materials and of easy access by hard road for a large articulated vehicle. Customers will provide sufficient labour and equipment on site for unloading and stacking. Customers will take full responsibility for unloading. We regret we cannot accept responsibility for damage occurring during this operation. If customers do not know how to unload or store our equipment please contact us for instructions. Customers will provide their own timber for stacking. Any assistance and/or advice given by the delivery driver is given only under the clear understanding that such is accepted by the customer at their responsibility.

5 BREAKAGES

All articles received broken or damaged by our lorry, should be marked on Delivery Note and if sent back on the same lorry will be replaced free of charge. No replacement will be made if an item is accepted as unbroken when delivered.

6 SHORTAGES

All claims for shortages should be marked on Delivery Note, when the goods are delivered by our lorry. No claims for shortages or will be accepted unless marked on our deliver note.

7 PASSING OF PROPERTY AND RISK

Unless otherwise agreed, the property in the goods shall not pass to the customer until such time as the goods are paid for in full provided nevertheless that the risk in the goods shall pass to the Customer when the goods are delivered to the customer or any third party on the Customer's instructions. CU Lighting Ltd or Phosco Ltd, may at any time elect that the property in the goods shall pass to the customer. In the event of the customer selling or otherwise disposing of the goods before the same shall have been paid for in full the Customer shall hold the proceeds of the sale or disposal in trust for CU Lighting Ltd or Phosco Ltd. The Customer's right to possession of the goods shall cease if he, not being a Company, commits an available act of bankruptcy, or if he, being a Company, does anything or fails to do anything which would entitle a Receiver to take possession of any assets of which would entitle any person to present a Petition for winding up. CU Lighting Ltd or Phosco Ltd may for the purposes of recovery of its goods enter upon any premises where they are stored or where they are reasonable thought to be stored and may repossess the same.

8 ACCOUNTS

Customers who have no ledger accounts are respectfully requested to send remittance with their order. If a credit account is desired please ask for a credit Application form. CU Lighting Ltd and Phosco Ltd may at any time withdraw a credit account without notice. Credit will not be extended if a Customer exceeds the time for payment limit or maximum credit limit detailed when the ledger account is established, no further deliveries will be made until the account is cleared.

9 GOODS MADE TO OUR SPECIFICATION

All goods will be supplied as specified subject to reasonable availability to the Company of materials. Where specified materials are not available the Company reserves the right without further notice to substitute other materials. All descriptive specifications and drawings, all particulars of weight and dimensions and all forward specifications issued by the Company are approximate only.

12 GENERAL LIABILITY

The Company's liability in respect of any defect in or failure of the goods supplied, or for any loss, injury or damage attributable thereto, is limited to:-

- a) Replacement and or repairs to parts thereof which are defective and being a defect which, under proper use or conditions of storage arises solely from faulty design, materials or workmanship and which appears therein within a period of 12 months after the original goods have been despatched
- b) CU Phosco will cover the repair &/or replacement of goods returned to the company only & will not cover any additional costs or losses that may occur

Save as in this Condition herein before expressed, the Company shall have no liability for negligence as defined in Section 1 of the Unfair Contract Terms Act 1977 other than liability for death or personal injury resulting from such negligence and in particular the Company shall not in any circumstances be liable for and repairs made or attempted to be made without its written consent or for any consequential loss or any resultant liability damage or loss, whether direct or indirect, arising from any defect save as previously stated herein.

The foregoing warranty is rendered voidable at the instance of the Company in any of the following circumstances:-

- I. If any safety devices are removed from the goods.
- II. If any part of accessories other than those supplied or approved by the Company have been fitted to the goods.
- III. If after having notice of any defect in the goods, the Customer continues to use the same in circumstances wherein it should have been apparent that such continued use

could either afford personal risk to the operator or any person in the vicinity or cause further damage to the goods themselves.

13 PACKING

All timber, ropes etc., are charged for and will be credited on receipt of such articles returned to our Works, carriage paid.

12 PRICE INCREASES

Prices are based on the costs of materials, labour, transport etc ruling at the date of this quotation and if there shall be any variation in the cost of these items prior to the date of despatch of any undelivered balance, the prices of any such undelivered balance shall be adjusted accordingly.

13 PAYMENT

All quotations are pro forma unless otherwise quoted. In the case of non-payment of ledger accounts in accordance with these conditions we reserve the right to suspend, without notice, further deliveries, until full payment of all arrears have been received and to rescind any existing Contracts, also reserve the right to charge interest (at 3% above the Bank of England Base Rate) on all payments which are overdue together with any costs incurred in the collection of such debts.

Note TAX EXEMPTION

We are holders of any exemption certificate relating to tax deduction as now required by law. If a situation arises whereby such a deduction is being considered, we shall be pleased to provide a certified document which will avoid the necessity for this.