

Alliance Electrical Ltd

Terms of Business

1. Definitions. In these Conditions the following expressions shall have the following meanings:

"The Company" means **Alliance Electrical Ltd**, company number **9428630**. Where the context permits, it assigns and any sub-contractor for the said Company.

"Goods" means the articles or things or services or any of them described in the contract.

"The Customer" means the person, firm or company with whom the contract is made by the Company whether directly or indirectly through an agent or factor who is acting for or instructed by or whose actions are ratified by such person, firm or company.

"Company's Premises" means the premises mentioned in the Company's quotation or other contractual document or if not so mentioned means the Company's premises at **Alliance Avenue, Hull, HU36QZ**".

2. General. All orders are accepted and executed on the understanding that the Customer is bound by these Terms and Conditions of Sale. Where there is any inconsistency between these Terms and Conditions of Sale and any Conditions that the Customer may seek to impose these Terms and Conditions of Sale shall prevail.

3. Validity of Quotation. The Company reserves the right to refuse the Customer's acceptance of a quotation unless such quotation is stated to be open for a specific period and is not withdrawn in such period. No binding contract shall be created by the acceptance of the Company's quotation by the Customer until notice of acceptance of the order has been given in writing which shall have been signed by the Company's duly authorised representative or the Company has indicated its acceptance of the order by making delivery or part delivery of the Goods. In the event that no quotation is given by the Company, and it has received an order from the Customer, all Goods are supplied subject to these Terms and Conditions of Sale.

4. Prices. Unless otherwise agreed in writing all orders are executed subject to prices and any relevant discounts ruling at the date of supply and any price list of the Company whether published or not shall not affect the right of the Company to charge for Goods in accordance with this clause. All prices are subject to the addition of Value Added Tax at the then appropriate rate.

5. Payments. Unless otherwise agreed by the Company in writing payment shall be due in cash within 14 days of the date of the invoice save that payment shall become due in any event forthwith upon the occurrence of any of the events referred to in Clause 15 hereof. If the Goods are delivered in instalments the Company shall be entitled to invoice each instalment as and when delivery thereof has been made and payment shall be due in respect of each instalment whereof delivery has been made notwithstanding non-delivery of other instalments or other default on the part of the Company. If upon the terms applicable to any order the price shall be payable by instalments or if the Customer has agreed to take specified quantities of Goods at specified times a default by the Customer of the payment of any due instalment shall cause the whole of the balance of the price to become due forthwith.

The price of the Goods shall be due in full to the Company in accordance with the terms of the contract and the Customer shall not be entitled to exercise any set-off lien or any other similar right or claim. Without prejudice to any other rights it may have the Company is entitled to charge interest at 2% above the Current Base Rate of Santander for overdue payments of the price of the Goods or the price of any instalments thereof such interest to run from the due date for payment until payment in full is received whether before or after judgement.

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

7. Carriage. Unless otherwise specified the price quoted includes delivery from the Company's Premises to the Customer within the Company's normal delivery area, details of which are available on request. The Company reserves the right to choose the method of transport and to charge for deliveries outside the Company's normal delivery area.

8. Loss or Damage in Transit. When the price quoted includes delivery the Company shall repair or replace 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 of receipt of the Advice Note.

9. Passing of Property and Risk. Unless otherwise agreed the property in the Goods supplied shall pass to the Customer when the purchase price of the Goods is paid in full. The Goods shall be at the entire risk of the Customer from the time the Goods are delivered to the Customer or to any third party on the Customer's instructions.

10. Warranty. Unless otherwise agreed in writing the Company will give the Customer a warranty equivalent (if any) to that which the Company may have received from the supplier of the Goods to the Company. Save as aforesaid the Company shall not be under any liability in respect of defects in Goods delivered

11. Return of Goods. In no circumstances may Goods supplied against a firm order be returned without the Customer having first applied for and obtained the written consent of the Company

12. Descriptive Matter & Illustration. All descriptive and forwarding specifications, drawings and particulars of weights and dimensions issued by the Company are approximate only and are intended only to present a general idea of the Goods to which they refer and shall not form part of any contract.

13. Limits of Contract. Any quotation includes only such Goods accessories and work as are specified therein.

14. Variations. In the event of variation or suspension of the work on the Customer's instructions or by reason of a lack of instructions, the contract price shall be adjusted to reflect costs involved.

15. Default or Insolvency of Customer. If the customer shall be in breach of any of its obligations under the contract or if any distress or execution shall be levied on the Customer's property or assets or if the Customer shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against him or (if the Customer is a company) if any Resolution or Petition to wind up such company shall be passed or presented or if a receiver administrative receiver or administrator of the whole or any part of such company's undertaking property or assets shall be appointed, the Company in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly or in part any and every contract between the Company and the Customer or may (without prejudice to the Company's rights subsequently to determine the contract for the same cause should it so decide) by notice in writing suspend further deliveries of Goods until any defaults by the buyer be remedied.

16. Frustration. The Company shall be entitled, without liability on its part and without prejudice to its other rights, to terminate the contract or any unfulfilled part thereof, or at its option to suspend or make partial deliveries, if the completion of the manufacture of the Goods by the Company or the Company's suppliers is prevented, hindered or delayed whether directly or indirectly, by reason of the Customer failing to furnish necessary information or instructions, or by any other reason whatsoever beyond the Company's or its sub-contractors' control, whether such cause exists at the date of the order or not.

17. Copyright. All drawings descriptions and other information submitted by the Company shall remain the property of the Company together with the copyright therein. All such information submitted, including the prices quoted, is to be treated as confidential information provided only for the purposes of evaluation by the Customer in connection with its' requirements. None of the information may be used by the Customer for any other purpose nor may it be disclosed by the Customer otherwise than, first to members of its staff who will be engaged in the evaluation and, secondly, to representatives of any Organisation acting in the capacity of Professional Advisor to the Customer. Before making such information available for evaluation the Customer must bring this clause to the attention of all those concerned. In the event of any such information being made available by the Customer or the Customer's staff or agents other than as described above the Company shall, at its discretion and without prejudice to any other rights, be entitled to make a charge for such information at the then applicable price.

18. Legal Construction. These Terms and Conditions of Sale shall be construed in accordance with the Laws of England and Wales.