

CONDITIONS OF SALE

1. In these terms and conditions:

Buyer	Means the person who accepts the quotation of the Seller for the sale of the Goods or Services or whose order for the Goods or Services is accepted.
Contract	Means the Contract for the purchase of Goods/Services as set out in this document.
Conditions	Means the Standard Terms and Conditions of Sale set out in this document.
Goods/Services	Means the Goods/Services which the Seller is to supply in accordance with these conditions.
Seller Means	Cellco (FRS) Ltd

2. BASIS OF THE SALE

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods/Services in accordance with any written/verbal quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other Terms and Conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Buyer.
- 2.2 These Conditions can only be varied expressly and by mutual agreement in writing signed by a Director or other Authorised Representative of the Seller.

3. ORDRES AND SPECIFICS

- 3.1 No order submitted by the Buyer shall be deemed accepted by the Seller unless and until confirmed in writing by the Seller's Authorised Representative.
- 3.2 Any samples marked as returnable shall be returned to the Sellers works (carriage paid) within 30 days of the Buyer receiving them or the Buyer will be liable to be charged in full for them.
- 3.3 Unless confirmed by the Seller in writing oral representations do not constitute part of the Contract and liability for them shall be excluded.
- 3.4 Except when incorporated in the Contract by specific reference all specifications, drawings, particulars, weights, shapes, descriptions and illustrations, price list and other advertising matter accompanying Contracts are intended to present a general idea of the Goods described therein.
- 3.5 Unless otherwise agreed in writing the Seller reserves the right to make changes in the Specifications of the Goods/Services to conform to any applicable statute of EC Requirements provided that any differences do not materially affect the quality or performance of the Goods.
- 3.6 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against, or incurred by, the Seller in settlement of any claim for infringement of any patent, copyright, design, trademark or any other industrial or intellectual property rights of any person which results from the Sellers use of the Buyers specification.
- 3.7 The quantity, quality and description of any specification for the Goods/Services shall be those set out in the Sellers Quotation (if accepted by the Buyer) or Buyers Order (if accepted by the Seller).
- 3.8 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), or damage charges and expenses incurred by the Seller as a result of cancellation.

4. PRICE

- 4.1 The price of the Good/Services shall be the Sellers quoted price.
- 4.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Goods/Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as without limitations, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increased costs of labour, materials, or other costs of manufacture). Any change in delivery dates quantities or specification for the Goods which is requested by the Buyer, or any delay caused by any instructions by the Buyer, or failure of the Buyer to give the Seller adequate information or instructions may incur costs.
- 4.3 Except otherwise stated under the terms of any quotation all prices shall include the Seller's charges for transport, packaging and insurance within the United Kingdom.
- 4.4 The price is exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay the Seller.
- 4.5 If in the Seller's opinion, the Buyers credit is unsatisfactory, or satisfactory security for payment is not given on request, the Seller may require payment of the whole or part of the purchase price in advance, and pending such advance payment not being made within a reasonable period stipulated by the Seller the Seller reserves the right to cancel the Buyers order without liability.

5. PAYMENT

- 5.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods or Services, or at any time after the delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer at the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

- 5.2 The Buyer shall pay the price of the Goods in full within the agreed 30 days terms of the date of the invoice (unless the terms stated on the invoice are different) and the Seller reserves the right to pass any costs of failure to deliver Goods, notwithstanding of delivery costs that may not have taken place to the property, onto the Buyer.
- 5.3 If the payment is not made the Seller subject to the Terms and Conditions, the Seller shall be entitled, without prejudice, to any other rights to damages or any other remedy:
- (a) to withhold further delivery until payment of such account is made
 - (b) to cancel the Contract in respect of the whole or any part of the Goods remaining undelivered
 - (c) to charge interest on overdue amounts at the rate of three per cent above the base rate of HSBC Bank plc for the time being (such interest being deemed to accrue from day to day and being compounded on the last day of each week) until full payment is made.

6. DELIVERY

- 6.1 Where delivery of the Goods is in instalments, each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the performance of the Contract as regards other deliveries.
- 6.2 Unless otherwise specified, delivery to the Buyers principle place of business is in the United Kingdom or to a destination specified by the Buyer (within the United Kingdom) is included in the price quoted.
- 6.3 Delivery shall be complete when the engineer arrives at the destination specified in the Buyers Order.
- 6.4 Delivery the Goods will be at the Buyers risk and the Seller (nor the Sellers Carrier (if any) accepts no responsibility for off-loading of the Goods from the vehicle.
- 6.5 Carriage is by any method of transport deemed appropriate by the Sellers and is subject to the conditions of carriage agreed with the Carrier.
- 6.6 Any dates quoted for the delivery/installation of the Goods or Services are approximate and whilst the Seller accepts no liability for exceeding the period given, or any agreed extension of it, the Seller shall use its reasonable endeavours to avoid delay.
- 6.7 If the Seller fails to deliver the Goods (or any instalment) for any reason other than cause beyond the Sellers reasonable control or the Buyers fault, the Seller is accordingly liable to the Buyer. The Sellers liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of Goods.

7. EXHIBITIONS

The Buyer may not exhibit Goods supplied by the Seller without first obtaining the Sellers written consent.

8. FORCE MAJEURE

- 8.1 If events beyond the control of either party (including without limitation to the generality of the foregoing words force majeure strikes, lockouts, trade disputes, shortage of raw materials or supplies, and Government action) prevent or hinder the manufacture.
- 8.2 Suspension of delivery shall continue so long as manufacture, delivery or acceptance of the Goods is so prevented or hindered and the original time for delivery shall be extended by the period of any such suspensions.
- 8.3 If such suspensions continue for longer than ninety days in respect of any Goods or Services either party shall have the option to terminate the Contract with regards to such Goods.
- 8.4 Neither party shall be liable for any loss caused to the other party by such suspension or termination except that where the Seller has incurred expenditure due to the special nature of the Buyers Order and the Seller shall be reimbursed such expenditure.

9. INSTALLATION

- 9.1 The Buyer will provide the Seller with such facilities as are necessary to enable the Seller to properly install the Goods, to include:
- (a) adequate undercover facilities
 - (b) lighting and heating
- 9.2 Should adequate facilities not be provided the Seller reserves the right to cancel or rearrange appointments without prior notification to the Buyer and any costs incurred by the Seller shall be passed to the Buyer.
- 9.3 The installation of the Goods will involve waste and thus facilities shall include a properly demarcated area, adequate washing facilities and a separate area for eating.

10. LIABILITY

- 10.1 The Goods supplied are designed for the purposes described in the Sellers Trade Literature and are subject to any limitations therein contained. No warranty is given that the Goods are fit for any other purpose unless the Buyer gives to the Seller in writing details of that purpose and the Seller expressly warrants in writing details of that purpose. The Seller warrants that the Goods will be free from defects in material workmanship for a period of twelve months (or such other period as shall be agree in writing by the Buyer and the Seller) from the date of the initial installation or delivery, whichever is the first to expire.
- 10.2 The Seller will be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligent, abnormal working conditions, failure to follow the Sellers instructions (whether oral or in writing), misuse, alteration, repair or re-siting of the Goods without the Sellers approval.
- 10.3 The Seller will be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for Goods has not been paid by the due date for payment.
- 10.4 Any Goods which within twelve months (or such period as may be agreed in writing by the Buyer or Seller) of dispatch from the Sellers works prove not to be of satisfactory quality of which in the case of a sale by description or by sample, prove not to correspond with the description or the sample and which are notified to the Seller and are returned to the Seller within twelve months of despatch, will be at the Sellers discretion replaced or repaired free of charge. The Seller does not undertake to dismantle or reassemble or to bear the cost of dismantling or reassembling anything connected to the Goods.

10.5 Accept as provided in this Clause and accept where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms act 1977), all warranties, conditions and liabilities expressed or implied, and whether statutory or otherwise are excluded to the fullest extent permitted by law.

10.6 Except in respect of death or personal injury caused by the Sellers negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent) or any implied 3d warranty, condition or other term, or a duty of common law, or under the expressed terms of the Contract, for any indirect special or consequential loss or damage (whether for loss or profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by negligence of the Seller its employees or agents or otherwise) which arise out of, or in connection with, the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods except as expressly provided in these Conditions.

11. PACKAGING

Unless otherwise specified standard packaging is included in the quoted price. Should the Buyers order require non-standard packaging this will be provided at the Buyers cost.

12. OWNERSHIP

12.1 Ownership of the Goods shall not pass to the Buyer until the Seller receives in cash or cleared funds payment in full the price of the Goods, and all of the Goods agreed to be sold to the Buyer by the Seller for which payment is then due.

12.2 Until such time of ownership of the Goods passes to the Buyer:

- (a) the Buyer shall keep the Goods properly stored protected and insured and identified as the Sellers property
- (b) the Buyer will be entitled to resell or reuse the Goods in the ordinary course or its business but shall account the Seller for the proceeds of sale or otherwise of the Goods
- (c) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith to enter upon the Buyers premises or any third parties premises where the Goods are stored and repossess the Goods

12.3 Notwithstanding the provision of the Clause 12, risk or loss or damage of the Goods shall pass to the Buyer in accordance with the terms of Clause 6 above.

12.4 The Buyer shall not be entitled to pledge or in any way change the way of security for any indebtedness any of the Goods which remain the property of the Seller but if the Buyer does so all the money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy to the Seller) forthwith become due and payable.

13. BUYERS DEFAULT

13.1 If at the date specified for delivery the Buyer delays acceptance of the Goods for reasons outside of the Sellers control the Goods will be stored by the Seller and the Buyer will be liable to pay reasonable storage charges for the period of delay, plus the cost of any additional handling or transporting incurred.

13.2 The Seller further reserves the right to give the Buyer notice in writing to accept delivery of the Goods within the period (not less than 30 days) specified in the notice and to terminate the Contract if delivery is not effected within such period, such termination shall entitle the Seller to dispose of the Goods and to obtain from the Buyer compensation for the loss of profit in addition to any other sum due for the Buyer under the Conditions.

14. TERMINATION

14.1 This clause applies if:

- (a) the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or:
- (b) an encumbrance takes possession or a receiver is appointed of any of the property or assets of the Buyer or:
- (c) the Buyer ceases or threatens to cease to carry on business or:
- (d) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

14.2 If this Clause applies without prejudice to any other right or remedy to the Seller the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14.3 If within 30 minutes of the pre-arranged appointment the installation of the Goods can not be carried out (see Clause 9) a £40.00 cancellation/re-booking fee will become applicable. All payments for this are due in conjunction with our Standard Terms and Conditions.

15. GENERAL

15.1 The Seller may perform any of its obligations or exercises any of its rights hereunder by itself or any other member of its group provided that any act or omission or any such other member shall be deemed to be an act or mission by the Seller.

15.2 The headings in these conditions are for guidance only and shall not be used in any way in the interpretation of their meanings.

15.3 Any notice required or permitted to be given to other than under these Conditions shall be in writing addressed to that other party at its registered office or other principle place of business.

15.4 If in any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected.

15.5 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or other provisions.

16. LAW

The Contract shall in all respects be construed and governed in accordance with the laws of England and Wales and the parties hereby submit to non-exclusive jurisdiction of the English Courts.