

# Craig and Derricott Limited

## Conditions of Sale

1. General:- The acceptance of our tender includes the acceptance of the following terms and conditions:
2. Validity:- Unless previously withdrawn, our tender is open for acceptance within the period stated therein or, when no period is so stated, within thirty days only after its date.
3. Acceptance:-
  - 3.1 The acceptance of our tender must be accompanied by sufficient information to enable us to proceed with the order forthwith, otherwise we shall be at liberty to amend the tender prices to cover any increase in cost which has taken place after acceptance. Any samples submitted to you and not returned to our works within one month from date of receipt shall be paid for by you.
  - 3.2 The placing of an order implies acceptance of our conditions of sale and no other terms and conditions shall apply thereto unless agreed in writing between the parties.
  - 3.3 If any condition of sale is disputed the remaining conditions of sale shall not be invalidated.
4. Packing:- Unless otherwise specified in our tender, all packaging etc., is non-returnable.
5. Limits of Contract- Our tender includes only such goods, accessories and work as are specified therein.
6. Drawings, etc:- All specifications, drawings, and particulars of weights and dimensions submitted with our tender are approximate only, and the descriptions and illustrations contained in our catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein, and none of these shall form part of the contract.
7. Inspection and Tests:- Our products are carefully inspected and, where practicable, submitted to our standard tests at our works before despatch. If tests other than those specified in our tender or tests in the presence of you or your representative are required, these will be charged for. In the event of any delay on your part in attending such tests or in carrying out any inspection required by you after seven days' notice that we are ready, the tests will proceed in your absence and shall be deemed to have been made in your presence.
6. Performance:- We will accept no liability for failure to attain any performance figures quoted by us unless we have specifically guaranteed them. If the performance figures obtained on any test provided for in the contract are outside the acceptance limits specified therein, you will be entitled to reject the goods.  
Before you become entitled to liquidated damages or reject the goods we are to be given reasonable time and opportunity to rectify their performance. You assume responsibility that goods stipulated by you are sufficient and suitable for your purpose save in so far as your stipulations are in accordance with our advice.
9. Liability for Delay:- Any times quoted for despatch or delivery are to date from receipt by us of a written order to proceed and of all necessary information and drawings to enable us to put the work in hand. The time for despatch or delivery shall be extended by a reasonable period if delay in despatch or delivery is caused by instructions or lack of instructions from you or by industrial dispute or by any cause beyond our reasonable control. Any time described as an estimate shall not be construed as a fixed time quoted for the purpose of this clause.
10. Variations:- In the event of variation or suspension of work by your instructions or lack of instructions the contract price shall be adjusted accordingly.
11. Delivery:- Unless, otherwise specified in our tender the price quoted may be subjected to an additional charge for packing and carriage as published in our current price list, and delivery will be by any method of transport at our option. Unless otherwise specified we shall not be responsible for offloading.
12. Loss or Damage in Transit:- When the price quoted includes delivery we will repair or at our option replace free of charge goods supplied by ourselves lost or damaged in transit, free issue items are handled entirely at your risk; provided that we are given written notification of such loss or damage within such time as will enable us to comply with the carrier's conditions of carriage as effecting loss or damage in transit or, where delivery is made by our own transport, within 14 days after receipt of the Advice Note.
13. Terms of Payment:- Unless otherwise agreed all accounts for goods and services shall be on a net monthly basis and shall be paid not later than the end of the calendar month following the month in which the goods were despatched or the services supplied.
14. Storage:- If we do not receive forwarding instructions sufficient to enable us to despatch the goods within 14 days after the date of notification that they are ready for despatch, you shall take delivery or arrange for storage. If you do not take delivery or arrange for storage, we shall be entitled to arrange storage, either at our own works or elsewhere on your behalf and all charges for storage, for insurance or for demurrage shall be payable by you.
15. Defects after Delivery:- We will make good by repair or at our option by the supply of a replacement, defects which, under proper use, appear in the goods within a period of twelve calendar months' after the goods have been delivered, and arise solely from faulty design, materials or workmanship, provided always that defective goods are returned to us unless otherwise arranged. Provided further that in respect of parts or components not of our manufacture, then you will be entitled to such benefits as we receive under any guarantee given to us in respect thereof.  
Our liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality of fitness for any particular purpose of the goods, and save as provided in this clause we shall not be under any liability, whether in contract, tort or otherwise in respect of defects in goods delivered or for any injury (other than personal injury caused by our negligence as defined in section 1 of the Unfair Contract Terms Act, 1977), damage or loss resulting from such defects or from any work done in connection therewith.
16. Patents:- We will indemnify you against any claim for infringement of Letters Patent, Registered Design, Trade Mark or Copyright (published at the date of the contract) by the use or sale of any article or material supplied by us to you and against all costs and damages which you may incur in any action for such infringement or for which you may become liable in any such action. Provided always that this indemnity shall not apply to any infringement which is due to our having followed a design or instruction furnished or given by you or to the use of such article or material in a manner or for a purpose or in a foreign country not specified by or disclosed to us, or to any infringement which is due to the use of such article or material in association or combination with any other article or material not supplied by us. And provided also that this indemnity is conditional on your giving to us the earliest possible notice in writing of any claim being made or action threatened or brought against you and on your permitting us at your own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. You on your part warrant that any design or instruction furnished or given by you shall not be such as will cause us to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of your order.
17. Limitations of Contractors Liability whilst on Site:- If we, our agents or sub-contractors are on-site for the purposes of the contract then, notwithstanding the provisions of Clause 15 we will indemnify you against damage or injury to your property or person or that of others occurring while we are working on site to the extent caused by the negligence of ourselves, or sub-contractors or agents, but not otherwise, by making good such damage to property or compensating personal injury. Provided that:-
  - (a) our total liability for damage to your property shall not exceed £1,000,000 or the contract price, whichever sum is the greater, and we shall not be liable to you for any loss of profit or of contract or, save as aforesaid, for any loss, damage or injury of any kind whatsoever whether caused by our breach of contract, or tort, breach of statutory duty or otherwise howsoever.
  - (b) Save as provided in Clause 15, we shall not be liable for any damage or injury occurring after our completion of work on site.
18. Final Certificate:- Upon expiry of the defects liability period specified in Clause 15, we shall be under no further Obligation or liability to you either under the contract or in tort (including but not limited to negligence), unless within 14 days thereafter you shall have given us written notice of any matter in respect of which we remain obliged or liable to you. You shall issue to us a final certificate to the effect that we have fulfilled all our obligations and liabilities to you immediately upon expiry of the said period of 14 days or, in the event that you have given us notice as aforesaid which we have not disputed, immediately upon our having dealt with the matter(s) specified therein.
19. Arbitration:- If at any time any question, dispute or difference whatsoever shall arise between you and ourselves upon, in relation to, or in connection with the contract, either of us may give to the other notice in writing of the existence of such question, dispute, or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within 30 days of receipt of such notice, of some person appointed by the President for the time being of the Institution of Electrical Engineers.
20. Reservation of Title:- Until you have paid the price of the goods in full and other debt howsoever arising due to ourselves:-
  - (a) We shall retain full ownership of the goods (both legal and beneficial) although the same shall be held at your own risk from the time of despatch from our premises.
  - (b) You shall, as our gratuitous bailer, store the goods in such a manner as they remain identifiable as our property.
  - (c) Upon payment for the goods becoming due in accordance with the terms and conditions herein we may recover the goods or any part of them if still in your possession and resell the same. For such purposes we or our agents may enter upon your premises and remove therefrom such of the goods that may be found therein.
  - (d) In the ordinary course of business you may resell the goods but shall be under fiduciary duty to account to ourselves for the proceeds of any such resale to the extent of its then indebtedness to ourselves (howsoever such indebtedness shall have arisen) and for the purpose of enforcing such duty we shall have the following right both or either of which we may exercise at any time.
    - (i) A right to claim the proceeds (or any part thereof) of any such resale to the extent aforesaid direct from any customer of yourselves.
    - (ii) A right to require yourselves so to deal with the proceeds (or any part thereof) of any such resale to the extent aforesaid that they remain identifiable and traceable in your hands. Notwithstanding the aforesaid as between yourselves and any sub-purchaser you shall resell as principal and not our agent.
21. Legal Construction:- Unless otherwise agreed in writing the contract shall in all respects be construed and operate as an English contract and in conformity with English law.
22. Statutory and other Regulations:- If the cost to us of performing our obligations under the contract shall be increased or reduced by reason of the making or amendment after the date of tender of any law or of any order, regulation, or bylaw having the force of law that shall affect the performance of our obligations under the contract the amount of such increase or reduction shall be added to or deducted from the contract price as the case may be.
23. Goods Returned – unless otherwise stated the following conditions shall apply to returns :-
  - (a) No goods delivered to the buyer which are in accordance with the contract will be accepted for return without an official returns note number authorised by the Company.
  - (b) If the Company agrees to accept any such goods for return and only if the goods are able to be restocked and resold, the Buyer shall be liable to pay a minimum handling charge being the greater of £20 or 25% of the invoice price.
  - (c) Such Goods must be returned by the buyer to the Company carriage paid and in suitable packaging.
  - (d) Goods returned without the prior issuing of an official authorised Returns Note number and approval of the Company may at the Company's absolute discretion be returned to the Buyer or stored at the Buyer's cost, without prejudice to any rights or remedies the Company may have.
  - (e) The Buyer shall be deemed to have accepted the Goods by the close of the second working day after the date of delivery and shall thereafter not be entitled to reject Goods.