



TERMS & CONDITIONS OF SALE

- 1. GENERAL** - The acceptance of this quotation and our acknowledgement of an order or contract includes the customers acceptance of the following terms and conditions
- 2. ACCEPTANCE** - This quotation is open for acceptance for a period not exceeding thirty days from its date, unless previously withdrawn. An order is not to be deemed accepted until acknowledged by us in writing.
- 3. DEFINITIONS** - All shipping expressions and definitions shall bear the meaning assigned to them in INCOTERMS 2010.
- 4. PACKAGING** - HOME: Unless otherwise specified packaging materials are non-returnable. EXPORT: Unless otherwise specified in our quotation, packaging in accordance with our standard export practice is included.
- 5. DELIVERY** - Any dates quoted for delivery are approximate and the Seller shall not be liable for any delay in delivery of the Goods however caused. Delays may be created by matters beyond our control or peculiar to this industry and for which we cannot be held responsible. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6. PARTIAL DELIVERY** - The Seller reserves the right to deliver the Goods in installment and where the Goods are delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated. If the Seller fails to deliver the Goods (or any installment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller 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 the Goods.
- 7. INSPECTION, TESTING AND SPECIFICATIONS** - Full facilities are offered at our works for inspection and testing. Unless otherwise agreed these will be carried out in accordance with our standard practice. Unless otherwise stated the products are manufactured and tested in accordance with appropriate IEC standards.
- 8. EXTRA COST** - In the event of variation of the suspension of the work by your instructions, the contract price shall be increased to cover any extra expense there-by incurred by us. Unless otherwise agreed by Allied in writing any instruction from the buyer to cancel an acknowledged order will incur to the buyer a 100% order value cancellation charge.
- 9. CARRIAGE** - Charged extra on all orders of value below the minimum order charge of £500 unless otherwise stated.
- 10. LOSS OR DAMAGE IN TRANSIT-CLAIMS** - When the price quoted includes delivery, partial loss in transit or damage in transit must be reported to the carriers and ourselves in writing, within three days of delivery. In the event of total loss, notice must be given to the carriers and ourselves in writing, within such time as will enable us to make any requisite claim against the carriers. No claim for loss or damage will be entertained unless the provision of this clause is complied with.
- 11. DEFERRED DELIVERIES** - In the event of your deferring delivery of goods or materials made ready for dispatch in compliance with our promise and your acceptance, these goods or materials shall be invoiced to you 28 days after notification of readiness. Storage costs will also be charged after this period and then seller shall be 100% responsible for these.
- 12. GUARANTEE** - In lieu of any warranty, condition, or liability implied by law, our liability in respect of any defect in, or failure of the goods supplied, or for any loss, or damage thereto, is limited to making good by replacement or repair defects, which, under proper use, appear therein and arise solely from faulty materials or workmanship with-in a period of twelve calendar months after the original goods shall have been first dispatched, at the termination of which period all liability on our part ceases. Provided always the defect of failure is reported to us immediately and such defective parts are promptly returned free to our works, unless otherwise arranged. The repaired or new parts will be delivered free within the Carriers free delivery area. In the case of goods not of our manufacture, you will be entitled only to such benefits as we may receive under guarantee given to us in respect thereof.
- 13. PATENTS** - We will indemnify you against any claim or infringement of Letters Patent or Registered Design (published at the date of the Contract/Order) by the use or sale of any articles 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 articles or materials in a manner or for a purpose or in a foreign country not specified by or disclosed to 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, or on your behalf shall not be such as will cause us to infringe any Letters Patent, Registered Design or Trade Mark in the extension of your order.
- 14. PENALTY** - Under no circumstances will a Penalty Clause i.e. liquidated damages be accepted unless specifically agreed at the time of quoting.
- 15. ARBITRATION** - If at any time any question, dispute of difference whatsoever 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 of some person appointed by the President for the time being of the Institution of Electrical Engineers. The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act, 1979 or any statutory modifications or re-enactment thereof.
- 16. 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 an English Courts shall retain exclusive jurisdiction.
- 17. TITLE** - Property in the goods remains with the seller and shall not pass to the Buyer until the amount due under the invoice for them has been paid in full, or the Seller serves on the buyer written notice that property in them passes to the Buyer, and until property passes to the Buyer, the Buyer shall hold the goods and be entitled to use, sell or otherwise deal in them subject to the following conditions.
 - (a) The goods when delivered to the Buyer shall be held by it as bailee for the Sellers and shall be Stored or marked so that they can be identified as the property of the Seller.
 - (b) The proceeds of sale dealing or insurance of the goods (or the amount due to the Seller if less) Shall be paid to the Seller immediately upon receipt and until payment of such proceeds together with the Buyers rights against its purchaser shall be held on trust for the Seller and shall be paid into a separate bank account.
 - (c) The Buyer shall not be the Seller's agent in respect of the goods and shall be solely responsible for and shall indemnify the Seller against all liabilities arising in respect of such use, sale or dealings; and
 - (d) The seller shall be entitled at any time to repossess the goods and thereby to terminate (without any liability to the Seller) the Buyer's right to use, sell or other-wise deal with the goods and for that purpose or for the purpose of inspecting the goods to enter any premises where the goods are stored.