

Definition

“The Company”	means Deta Electrical Company Limited, trading as SMJ Electrical.
“The Customer”	means the person, firm or other entity which contracts with the Company for the purchase of the Goods.
“The Goods”	means products of any kind manufactured or sold by the Company.

1. General

These Terms and Conditions apply to the sale of Goods by the Company and no variation, modification or substitution for these Terms and Conditions (even though included in or referred to in the document placing the order) shall be binding on the Company unless specifically accepted by the Company in writing.

2. Descriptions, illustrations and dimensions

The Customer shall be responsible for ensuring the accuracy of the Terms of any order submitted by it. The Company shall not be liable for the consequences, of any error or omission in the descriptions, illustrations, dimensions or other information in correspondence, catalogues and any other literature supplied by the Company.

3. Price

The Company reserves the right to vary without notice any price listed or quoted to conform with the Company's price current at the time of acceptance of any order placed by the Customer.

4. Carriage and packing

Carriage and Packing charges are as contained in the Company price list current at the time of acceptance of the Customer order.

5. Payment

a. Time for payment shall be the essence of the contract. The Customer shall make payment within 30 days from the date of invoice unless contrary terms are agreed in writing by the Company.

b. The Customer shall pay interest on the outstanding balance of the invoice value or any part thereof at the rate of 2% above the Royal Bank of Scotland plc base rate, from time to time, in the period between the due date for payment and final settlement. In these circumstances the Company may suspend deliveries under any or all contracts with the Customer while the Customer is in arrears and/or give notice in writing that if any such sums are not paid within 14 days any or all contracts may be cancelled and hence if all such sums are not paid within that time, the Company may treat any or all such contracts as determined and claim damages for repudiation.

c. If the Customer shall fail to make any payment under any contract with the Company by the due date or shall be in breach of these Terms and Conditions or any other term of any contract with the Company or shall the Customer:

1. become insolvent;
2. suffer the appointment of an administrator or an administrative receiver over any of its assets;

3. go into liquidation whether compulsorily or voluntarily (except for the purposes of reconstruction or amalgamation);
4. make any arrangement or composition with its creditors;
5. become the subject of a bankruptcy order;
6. cease, or threaten to cease, to carry on business; or shall the Company reasonably apprehend that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly then the Company shall have the right (without prejudice to any other rights and remedies):
 - i. to suspend or withhold further deliveries so long as the default continues, and/or;
 - ii. to serve notice on the Customer that unless all sums due are paid forthwith it will cancel the relevant contract and any other contract with the Customer and if payment is not made forthwith thereafter the Company may treat the relevant contract and also at its option any other contract as repudiated and determined and recover damages accordingly, and/or;
 - iii. to recover from the Customer any cost or expenses incurred should a third party agency be used in the collection of any monies due from the Customer, and/or;
 - iv. enter the Customer's premises for the purpose of repossessing the Goods in respect of which title has not yet passed.
- d. Waiver by the Company of any breach of these conditions or any granting of time or indulgence by the Company to the Customer shall in no way affect the rights of the Company hereunder.

6. Export orders

The Company is under no obligation to despatch an export order until the Customer has provided the Company with a confirmed and irrevocable Letter of Credit, the terms of which are satisfactory to the Company.

7. Delivery and performance

- a. The Customer shall be bound to accept the Goods when they are ready for delivery by the Company and delivery shall be deemed to take place when the Goods are delivered to the Customer at the nominated address for delivery or to a nominated carrier as the case may be.
- b. The Company reserves the right to deliver and/or invoice the Goods by instalments and each delivery shall constitute a separate contract, any failure of or defect in any one delivery shall not vitiate any contract in respect of that or any other delivery.
- c. Claims by the Customer for delivery shortages and/or inaccuracies cannot be accepted unless they are received by the Company within 7 days of the date of receipt of the Goods at the Customer's premises.
- d. If for any reason the Customer cannot accept delivery of the Goods at the time when the Goods are due and ready for delivery, the Company may either elect to store the Goods pending their actual delivery and the Customer shall be liable to the Company for the cost (including insurance) of their so doing (however the Company shall be under no obligation to insure the Goods in storage and the risk of any loss or damage to the Goods howsoever arising shall be borne by the Customer) or sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the relevant invoice price or charge the Customer for any shortfall below the relevant invoice price.

e. Any time or date given for delivery or performance is given as an estimate only and is not the essence of the contract and the Company shall not be liable for any loss or damage howsoever arising as a result of failure to deliver or perform at such time or date.

f. The Company shall not be liable for loss of profit or other consequential loss and its liability (whether in contract or otherwise) shall in no case exceed the price of the goods which it has failed to deliver or delivered late.

8. Title

a. Title to the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the invoice together with any interest and/or delivery charges in addition to payment of all other outstanding sums. Where the Customer is entitled to sell the Goods as the Company's agent, the Customer must be obliged to immediately thereafter account to the Company for such of the proceeds of sale as shall be sufficient to discharge the invoice

b. Where the Goods are in the Customer's possession, the Customer shall keep them separately from all other Goods in its possession in such a way that they are immediately identifiable as the Company's property. At any time before payment in full of all sums due from the Customer to the Company, the Company may by notice in writing to the Customer, determine the Customer's right to sell the Goods and if the Customer is in possession of the Goods the Customer shall thereupon return them to the Company free of charge and shall in any event cease to be in possession of them with its consent. In placing an order the Customer irrevocably authorises the Company to enter upon its premises for the purposes of repossessing the Goods in respect of which title has not yet passed to the Customer.

9. Risk

a. Risk in the Goods shall pass to the Customer either at the time of delivery, or if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.

b. The Customer shall insure those Goods to the full purchase price for the period from the date of delivery until the passing of title in the Goods to the Customer against all loss or damage.

c. The proceeds of any insurance claim or the right to receive the same shall be held by the Customer on trust for the Company and paid to it in settlement of the outstanding invoice.

10. Returns

a. Goods will not be accepted back for credit unless written approval has been obtained.

b. A 20% handling charge subject to a minimum of £50.00 may be levied on all fault free Goods returned at the Customer's request. Any such Goods should be returned carriage paid and must be in original undamaged packaging and of full box quantities.

c. Excluding Goods returned under b. the Company reserves the right to replace any Goods returned for credit and where no fault has been found with the Goods the Company will be entitled to levy an additional £50.00 handling charge.

d. If Goods are returned without the correct authorisation the reimbursement of any carriage charges, if appropriate, will be limited to the amount that the Company would have incurred had the Company been given the opportunity to arrange their own collection.

11. Guarantee

- a. The Company guarantees at its entire discretion either to replace or repair any of the Goods which within the Guarantee period of the Goods are shown to its satisfaction to be defective through faulty material or workmanship alone, provided that no attempt has been made by the Customer or a third party to rectify, dismantle or alter the Goods in any way.
- b. The Guarantee period for any Goods is as specified in the Company's catalogue current at the time of acceptance of the Customer order and commences on delivery of the Goods.
- c. All terms, conditions, warranties, or representations, whether express or implied, as to description, condition, quality or fitness for purpose of any of the Goods are hereby excluded.
- d. So far as permitted by statute, the Company shall not be liable for loss or damage whether direct or consequential and whether suffered by or occasioned to the Customer, its employees or agents, or to any third party.

12. Suspension

- a. Should the Company be delayed in or unable to make delivery owing to any cause whatsoever beyond its control, the Company shall be free at its entire discretion either to suspend or terminate the contract without incurring any liability to the Customer for any loss or damage therefrom.
- b. All contracts between the Company and the Customer and the above conditions shall be interpreted according to and governed by English Law and the parties submit to the jurisdiction of the High Court of Justice for the resolution of all disputes arising therefrom.