



# FLICK ELECTRICAL WHOLESALE LTD

## TERMS & CONDITIONS OF SALE

### PRICES:

All goods are sold at the prices current at the date of invoice. The prices are subject to change without notice and are always quoted subject to VAT, which will be added at the prevailing rate.

### DELIVERY:

Goods from stock are normally delivered within 24 hours from receipt of order. We reserve the right to make part deliveries, subject to availability. Goods will be invoiced in the month of order, although this may be reviewed in certain circumstances. All quoted delivery dates are as accurate as possible, however they are approximate and are subject to change without notice.

### CARRIAGE:

Delivery from our own warehouse using our own transport is usually free of charge, however we do reserve the right to charge carriage costs if deliveries are made outside our normal delivery area, or if the customer has specified a delivery by a certain time. We reserve the right to charge carriage regardless of whether the deliver was made at the specified time.

### RETURN OF GOODS:

Goods may only be returned with prior authorisation and may be subject to handing and carriage charges. Claims for damaged goods must be made within two working days. All goods returned as incorrect or defective as stated by Flick Electrical Wholesale Ltd (The Company) shall be replaced, but shall not form the subject for claim for labour or proceeds of sale.

### PERFORMANCE:

It is the customer's responsibility to determine that the goods are sufficient and suitable for the purpose that they are to be put. We cannot accept any responsibility of either the installation, performance or suitability of any product supplied by The Company. We shall be in no way liable for any direct or consequential damage, loss or expense arising from defects, faults or incorrect product being supplied.

### CONDITIONS:

If an official purchase order from a customer contains special printed buying conditions, such conditions are only binding in so far as they are not at variance with our terms and conditions.

Account customers with pay what is owed, as shown on our statement no later than the last day of the month following invoice. If The Company has offered extended credit terms then the payment will be made by the date shown on the statement. Interest may be charged at the rate of 8% for overdue accounts at our discretion, If, special one off payment terms have been agreed, then that will be shown on the invoice for the goods. In these circumstances, payment should be made by this due date and this will override the customers usual credit terms.

The customer shall agree to their details being used for credit reference purposes.

Any goods which are signed for either on behalf of or for a customer is confirmation that all The Company's terms and conditions are understood and accepted.

### TITLE OF GOODS:

The title of goods shall not pass to the customer until full payment has been made, and in the case of non-payment, we shall be entitled to repossess the goods or proceeds of sale.

Notwithstanding the above, the insurance risk attaching to goods delivered but not paid for shall rest with the customer.

In the event of the customer being subject of insolvency proceedings, we will be entitled to repossess goods supplied, to the value of the sum outstanding, including any interest owed and an 'all monies' clause shall apply. In these circumstances we will be entitled to set against the sum outstanding any amount we may owe the customer if reciprocal trading arrangements are in place.

### WAIVER:

Any failure by The Company to enforce any or all of these terms and conditions shall not be construed as a waiver of any of our rights hereunder.

### RIGHTS OF THIRD PARTIES:

For the avoidance of doubt in the provisions of the Contracts (Right Of Third Parties) Act 1999 shall not apply to any term or condition hereof and nothing contained herein shall confer on any party any benefit or the right to enforce any term or condition hereof.

PLEASE SIGN TO CONFIRM YOU ACCEPT OUR TERMS AND CONDITIONS AND AGREE TO PAY IN ACCORDANCE WITH YOUR PAYMENT TERMS:

NAME:

POSITION:

DATE:

SIGNATURE: