

**Schulte & Loughborough Electro Systems Ltd**  
**Standard Terms & Conditions**

**1. Definitions**

- 1.1) The "Seller" means Schulte & Loughborough Electro Systems Ltd, a company registered under Company Number 01931138 and whose registered office is at Lennox House, Pierrepont Street, Bath BA1 1LB.
- 1.2) The "Buyer" means the person/company/organization who buys or agrees to buy Goods from the Seller.
- 1.3) The "Goods" means all the items which the Buyer agrees to buy from the Seller pursuant to an Order.
- 1.4) The "Order" means the Buyer's order for Goods.

**2. General**

- 2.1) Orders are only accepted subject to the Terms & Conditions ("the Terms") set out herein and the Seller shall not be bound by any other terms, written, verbal or implied or which are conditions customary in the trade and whether contained in Buyer's order forms or not.
- 2.2) The Terms shall apply unless expressly varied or otherwise agreed by the Seller in writing.
- 2.3) The Buyer shall be deemed to have accepted these Terms, and a binding contract shall come into existence, upon receipt by the Buyer of either (a) a written acknowledgement (an "Acknowledgement") from the Seller that the Order has been processed or (b) an invoice from the Seller expressed to be a "Pro-forma Invoice".

**3. Payment Terms and Cancellation**

- 3.1) The Buyer shall pay the invoice for the Goods in full and in cleared funds within 30 days of the date of the relevant invoice or Pro-forma Invoice.
- 3.2) Pro-forma Invoices must be settled before manufacture and the relevant Goods will only be delivered when the Seller has received payment in full and in cleared funds.
- 3.3) If the Buyer fails to make any payment to the Seller by the due date for payment, the Seller shall have the right to charge interest on the overdue amount at the rate of 4% per annum above the then current base rate of Barclays Bank plc accruing on a daily basis from the due date until the date of actual payment, whether before or after judgment and compounding quarterly.
- 3.4) Payment shall be made to the bank account nominated in writing on the invoice and/or Pro-forma Invoice by the Seller.
- 3.5) The Buyer is not entitled to any refund should the Buyer cancel the Order after receipt of an Acknowledgment or Pro-forma Invoice from the Seller.
- 3.6) Should the Buyer cancel the Order at any time after receipt of an Acknowledgment or Pro-forma Invoice then the Buyer shall remain fully liable to make payment to the Seller for the full amount stated on the invoice for the Goods, together with any costs and interest which may be applicable from time to time.
- 3.7) The Seller has the right to discontinue delivery without notice if the Buyer defaults on making payment or if the circumstances warrant such discontinuance. The Seller also has the right to refuse credit terms to a Buyer for any reason.
- 3.8) The Buyer shall pay all amounts due under the contract and/or the Terms in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part.
- 3.9) The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

**4. Prices, Placing Orders, Specification and Approval Drawings**

**4.1 Prices,**

Unless otherwise stated, the price is:-

- 4.1.1) as quoted and as stated on the Seller's Acknowledgement or Pro-forma Invoice. The Seller reserves the right to invoice at the price ruling at the date of delivery;
- 4.1.2) Prices are valid for 60 days from the date of quotation;
- 4.1.3) "ex works" unless otherwise confirmed in writing;
- 4.1.4) exclusive of United Kingdom VAT. All prices are subject to VAT at the rate prevailing at the date of the invoice;
- 4.1.5) inclusive of any other United Kingdom taxes payable;
- 4.1.6) in GB pound sterling, unless otherwise agreed between the Buyer and the Seller;
- 4.1.7) exclusive of cost of delivery to such postal address as shall be specified by the Buyer in the Order. Cost of delivery and standard packaging suitable for the means of delivery shall be as quoted by the Seller.

#### 4.2 Placing Orders

4.2.1) When placing an Order the Buyer must use the product reference(s) supplied. The Seller will not be held responsible for the wrong Goods being dispatched if incorrect product codes or descriptions were used by the Buyer and the Buyer shall remain responsible for the full price of any such Order.

4.2.2) The Buyer must provide in any Order the appropriate product reference (s), invoice address, delivery address, VAT number, net price and quantity of Goods ordered.

#### 4.3 Specification drawings and approval signatures

4.3.1) Upon receipt of an Order of bespoke Goods, the Seller will issue to the Buyer a drawing of the agreed specification.

4.3.2) A copy of the agreed specification signed by the Buyer will be required for the Seller to manufacture the approved specification.

#### 5. Risk and Delivery

5.1) Any dates quoted by the Seller for delivery of the Goods are approximate only and shall not form part of the contract. The Buyer acknowledges that in the performance expected of the Seller no regard has been paid to any quoted delivery dates.

5.2) Goods are delivered "ex works" on the date upon which the Seller notifies the Buyer that the Goods have been dispatched to the Buyer or are available for collection by the Buyer (or any agent of the buyer) at the Seller's premises or any other delivery point agreed by the Seller.

5.3) For the avoidance of doubt, risk in the Goods passes to the Buyer at the moment such Goods leave the Seller's premises.

5.4) The Seller shall not be liable for any penalty, loss, injury, damage or failure in delivery from any cause at all, nor shall any such delay or failure entitle the Buyer to refuse to accept any delivery or to repudiate the contract

#### 6. Carriage

6.1) The current standard charge is £10.00, exclusive of VAT, for carriage and handling will be added to all invoices on Orders of under net £500.00 (exclusive of VAT) for deliveries within the United Kingdom mainland only.

6.2) Channel Islands, Isle of Man, Scottish Highlands and Eire will incur a separate delivery charge, to be discussed at the point of Order and confirmed in an Acknowledgement or Pro-forma Invoice.

6.3) Other charges may apply but will be discussed and agreed at the point of Order and confirmed in an Acknowledgement or Pro-forma Invoice.

6.4) Prices are valid for 60 days from the date of quotation.

#### 7. Claims and Damages

7.1) The Buyer must notify the Seller in writing of any claims within two working days of delivery, otherwise responsibility cannot be accepted.

7.2) Subject to clause 14, the Seller's liability shall be limited, at the Seller's option, to replacing the Goods, repairing the Goods, or refunding the agreed price of the Goods.

7.3) Subject to the Seller's warranty policy, agreed replacements for damaged Goods will be charged.

7.4) Credit will only be issued, on the return of the damaged Goods to the Seller, in the original packaging, in the same condition as the Goods were delivered to the Buyer, and once the cause of the damage has been assessed and agreed as the Seller's responsibility.

#### 8. Returns and Restocking (non Warranty issues)

8.1) If the Goods are agreed for a return or cancellation, the Buyer shall pay a handling or restocking charge to cover administration and inspection charges involved in reprocessing Goods back to stock.

8.2) The charge will be subject to variation without notice but is currently 25% of the invoiced value per unit of the Goods (excluding carriage and VAT costs).

8.3) Bespoke specified Goods and Goods which are not a standard stock line cannot be accepted for return unless otherwise agreed by the Seller.

#### 9. Retention of Title

9.1) Notwithstanding delivery, title in the Goods shall not pass from the Seller until payment in full of the price of the Goods by the Buyer.

9.2) Until payment in full for the Goods, the Buyer shall hold the goods on a fiduciary basis as bailee for the Seller.

9.3) Whilst the Buyer has no legal right to dispose of Goods until title in the same has passed to the Buyer, in the event of the Buyer disposing of Goods to its customers in the ordinary course of business on "a bona fide sale without notice" basis, the Buyer shall hold the entire proceeds of sale or otherwise of such Goods in trust for the Seller until payment in full for those Goods.

9.4) Until payment in full for the goods the Buyer shall store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property and maintain those Goods in satisfactory condition and keep them insured for their full price on behalf of the Seller.

9.5) Until payment in full for the Goods the Buyer hereby grants to the Seller the right to enter into any premises where the Goods are stored in order to re-possess or inspect them.

#### **10. Suspension and termination on Breach and Insolvency**

10.1) If the Buyer breaches any condition of this contract or these Terms, or exceeds any credit limit, or becomes subject to an administration order or becomes bankrupt or has a receiver appointed for or distress is levied on any part of its assets or business or goes into liquidation or makes any compositions with its creditors, the Seller shall be entitled at its absolute discretion and without prejudice to any other remedies available to the Seller (whether in respect of this contract or any other) to:

10.1.1) Suspend further performance of the contract for such time as the Seller shall deem fit and for that purpose stop any Goods in transit to the Buyer or in the course of installation;

10.1.2) Withhold any further deliveries to the Buyer and/or cancel the contract with immediate effect and without liability;

10.1.3) Appropriate any payment made by the Buyer to such of the Goods (whether supplied under this contract or any other) as the Seller shall think fit;

10.1.4) Immediate payment of all sums whatever owing by the Buyer to the Seller notwithstanding any previous agreement to the contrary;

10.1.5) Immediate return of all Goods in which title has not passed to the Buyer.

#### **11. Product Information**

11.1) Although the Seller shall use reasonable endeavours to ensure that the information contained in the Seller's catalogue, website or any other media, is correct at the time of going to press:

11.1.1) The Seller shall not be under any liability for any damage, loss or expense resulting from any error or omission contained in the Seller's catalogue;

11.1.2) Goods supplied may vary in detail from the illustrations, drawings and descriptions (which are approximate and for guidance only) in the Seller's catalogue, website or any other print media as a result of improvements and modifications;

11.1.3) Colour finishes will be maintained as accurately as possible, but matching cannot be guaranteed;

11.1.4) The Seller reserves the right to make technical changes to specifications which conform to the applicable statutory and/or EU regulations on the manufacture of power and data systems;

11.2) All sizes, colours, finishes and any other descriptions or specifications published in any brochure, promotional or other information published in any medium are as accurate as possible within normal manufacturing tolerances and, in keeping with the Seller's policy of continual development.

#### **12. Force Majeure**

12.1) The Seller shall not be liable for any default due to any act of god, war, strikes, lockouts or other industrial action, malicious damage, riot, civil commotion, failure of utilities services or transport, difficulties in obtaining labour or parts, government or other restrictions or other events beyond the reasonable control of the Seller.

12.2) If any of the force majeure events listed in clause 12.1 above prevents the Seller from performing the contract for more than ten weeks, the Seller shall, without limiting its other rights and remedies, have the right to terminate the contract immediately by giving written notice to the Buyer.

#### **13. Law and Jurisdiction**

13.1) All disputes arising out of or in connection with the contract and these Terms shall be governed by English law and the Buyer accepts the jurisdiction of the courts of England and Wales.

#### **14. Specifications, Warranties and Liabilities**

14.1) Unless otherwise agreed and subject to clause 11, the Seller warrants to the Buyer, and it is condition of the contract between the Seller and the Buyer that the Goods themselves shall and sales/performance of the Goods shall:

14.1.1) comply with any specification and any drawings, descriptions or samples supplied and any requirements made by the Buyer;

14.1.2) be of satisfactory quality, safe and fit for purpose and any services supplied with due care and skill by trained and qualified personnel;

14.1.3) comply with all laws and industry standards applicable to the nature of the Goods supplied.

14.2) The assessment of the Goods' suitability, quality and fitness for purpose is the Buyer's responsibility irrespective of any specifications, formulations, data, literature and statements as to content, suitability, performance or otherwise, issued and description and samples given by the Seller.

14.3) Goods are supplied on condition that the Buyer undertakes at all times to take notice of and comply with (and draw to third parties' attention and require them to take notice of and comply with) all instructions and recommendations issued with or contained on or relating to the Goods or relevant data sheets, and all reasonable and prudent precautions as to installation, use, maintenance, cleaning and otherwise.

14.4) For the avoidance of doubt, the Buyer shall be responsible for ensuring that the Goods are properly installed by a qualified electrician. Where the Buyer carries out or procures installation, the Seller shall not be liable to the Buyer or any third party for any loss or damage which arises from the installation and/or use of such equipment.

14.5) The Seller reserves the right to alter such specifications and to supply Goods to the Buyer reflecting such altered specifications, with prior notice to the Buyer, provided that such alterations do not materially affect the characteristics of the Goods. Slight deviations within accepted tolerances shall not entitle a Buyer to cancel an Order, return Goods or claim compensation.

14.6) Nothing in these Terms shall limit or exclude the Seller's liability for any matter in respect of which it would be lawful for the Seller to exclude or restrict liability.

14.7) The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, are to the fullest extent permitted by law, excluded from the contract.

14.8) The Seller shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the contract or these Terms.

14.9) The Seller's total liability to the Buyer in respect of all losses arising under or in connection with contract and these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, including losses caused by a deliberate breach of the Terms by the Seller shall not exceed 75% of the price of the Goods.

#### **15. Intellectual property**

15.1) All intellectual property rights, all patents, copyright and design rights and other intellectual property rights in any materials prepared in relation to the Goods supplied by the Seller shall remain the property of the Seller and no license (except as to the use for which the Goods are supplied) shall be implied.

15.2) The Buyer or his agents shall not at any time alter or deface the Seller's name, logo or trademark or juxtapose them with any other mark likely to cause confusion.

#### **16. Entire Agreement**

16.1) The contract and the Terms constitute the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the contract or the Terms. Any samples, drawings, descriptive matter, or advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Terms or any other contract between the Seller and the Buyer for the sale of the Goods.

#### **17. Confidentiality**

17.1) The Buyer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Buyer by the Seller, its employees, agents or subcontractors, and any other confidential information concerning the Seller's business or its products or its services which the Buyer may obtain. The Buyer shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Buyer's obligations under the contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Buyer. This clause 17 shall survive termination of the contract.

#### **18. Assignment and subcontracting**

18.1) The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the contract and may subcontract or delegate in any manner any or all of its obligations under the contract to any third party.

18.2) The Buyer shall not, without the prior written consent of the Seller, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the contract.

#### **19. No partnership**

19.1) Nothing in the contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

#### **20. Rights of Third Parties**

20.1) A person who is not a party to the contract shall not have any rights under or in connection with it.