

Terms and Conditions of Sale of CTP Electrical Supplies Limited

General

All orders are accepted subject to our standard conditions of sale as herein printed. Unless expressly accepted in writing any qualifications of these conditions in a customer's form must be deemed to be and will be treated as inapplicable.

Prices

All order received by the company will be executed subject to prices ruling at date of despatch, and any price list published, shall not affect the right of the company to change for goods in accordance with this clause. Verbal qualifications shall be affected by these conditions whilst written quotations, unless specifically stated a period validity, shall be withdrawn.

Quotation

Quotations are open for acceptance with 30 days of quotation and unless accepted within that period will be deemed to have been withdrawn.

Delivery

- a. The delivery period quoted is an estimate only and will commence from acknowledgment by the company of a written order accompanied by sufficient information to enable the company to proceed with the order. Provided that the company takes all reasonable steps to deliver the goods at the time stated the company shall be under no liability for failure to do so. Unless otherwise stated carriage and packing are charged extra and the company reserves the right to deliver in more than one consignment.
- b. Where the Purchaser fails to accept delivery of the goods they will be stored at the Purchasers risk and expense. Default by the Purchaser for more than one month entitles the company to suspend or terminate the contract so far as it remains unperformed and to recover damages for breach.

Terms of Payment

Payment is due 30 days from the end of the month following the month of invoice unless otherwise confirmed in writing.

An interest charged of 2% above the Bank of England base rate maybe charged on invoices which are overdue for payment.

Guarantee

- a. The company will at it's discretion, refund the price of goods, or repair or replace free of charge any of the goods found to its satisfaction to be defective within twelve months of delivery owing to faulty design, materials or workmanship provided that the goods have not been modified other than by the company, and have been operated, repaired and maintained with the companies and suppliers and the manufacturers recommendations for use (if any), and provided that the companies liability under this condition shall in no circumstances extend beyond the corresponding liability owed by the supplier or manufacturer to the company.
- b. The goods will be supplied to the manufacturers current standard specification and finish.
- c. The company makes every effort to ensure the accuracy of technical data or literature relating to the goods, but as this will normally be generated by the manufacturers the company does not warrant the accuracy thereof.
- d. Unless otherwise agreed in writing the purchaser shall satisfy himself as to the suitability for the application intended by the purchaser of any lighting design or other design work carried out by the company. Where, however, services provided by the company fail to achieve the objective specification accepted by the company as part of the order or contract, the company shall take such steps as shall be reasonable to achieve such specification.
- e. Except in respect of death or personal injury caused by the companies negligence, the company shall not be liable to the purchaser by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under express terms of the contract with the purchaser, for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the company it's employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the purchase except as expressly provided in these conditions.
- f. Where the goods are sold under a consumer transaction (as defined by the consumer transactions (Restrictions on Statements) Order 1976) the statutory rights of the purchaser are not affected by these conditions.

Ownership of Goods

Title of the goods supplied shall not pass to the consumer until payment has been made in full.

The company reserves the right to recover any goods relating to invoices which are overdue for payment and for which payment has not been made.

Default

The company will not be held responsible for any costs incurred under liability clauses by installers of the companies product in the event of an appointed purchaser failing to comply with the companies terms of payment resulting in the suspension of deliveries until such default is made good.

Claims

SHORTAGES or DAMAGE in transit must be notified to us within 24 hours of delivery.

Returns

Goods will not be accepted by return for credit unless previously agreed and maybe liable to a handling charge.

Force Majeure

The company shall not be under any liability whatsoever in respect of any delay or failure to deliver any of the goods due to directly or indirectly to any cause of whatsoever nature, or howsoever arising, not within reasonable control of the company, including but not limited to act of god, war, invasion, rebellion, riot, commotion, disorder, malicious damage, fire, flood, tempest, epidemic, quarantine restriction, strikes or other industrial disputes, lockouts, freight embargos, unusually severe weather, shortage of raw materials or energy supplies, transportation delays and failure to sub-contractors or suppliers to perform and the delivery date shall be extended by a period equal to the duration of such delay. In the event of such extension of delivery date exceeding the period of six months, the contract shall unless otherwise agreed in writing by the company and the purchaser so far as it remains unperformed be deemed to be terminated but without prejudice to the rights of either party arising before the date of termination.

Value Added Tax

Value added tax will be charged at the appropriate rate and will be shown on the invoice.

Health and Safety

All goods supplied by the company should be installed, used, cleaned, maintained or alike in accordance with the relevant information or advice relating to such matters made available by the manufacturer, designer, importer, supplier or the company.

Law

Any questions relating to any quotation or any order or contract shall be determined in accordance with English Law.