

B.E.C. (Midlands) Ltd.

CONDITIONS OF SALE.

- 1. All prices are, unless otherwise specifically stated, based upon current costs of labour, materials and transport and as such are subject to fluctuation in the event of any variation of these costs after the date of order or contract and before the date of delivery or completion.**
- 2. Whilst we will make every effort to comply with any agreed delivery times or programmes, no liability shall rest upon us in respect of any penalty or other charge howsoever it may arise because of non-availability of labour or materials and / or delay in delivery of materials by suppliers or sub-contractors to us.**
- 3. Where goods are supplied by us from a third party, any prices given are subject to availability of said goods.**
- 4. No responsibility shall rest upon us in consequence of any delay caused by industrial action, strike, lock-out and / or war or any other unforeseen circumstances and in the event of any such happening we require that any given delivery times or agreements to programmes shall be suitably adjusted.**
- 5. We reserve the right to charge interest on any account not paid according to our Terms of Payment. This will be at the rate of 2¹/₂ % per month or part thereof that the account is overdue. Interest will be added to statements and any interest due and unpaid will be left as an outstanding overdue balance.**
- 6. We reserve the right to add to any overdue account the costs incurred by us in collecting the account through a third party acting on our behalf.**
- 7. Any complaint regarding goods supplied or work done must be notified to us in writing within seven days of receipt.**
- 8. Any claim by the Buyer or his Agents for compensation for defective goods or services shall be limited to the actual cost of those specific goods or services. No liability will be accepted in any way for any consequential loss or damage resulting from those goods or services, howsoever caused.**
- 9. Goods supplied by ourselves shall be at the Buyers' risk immediately on receipt of the goods by the Buyer or his Agent, and should therefore be insured at their full value.**

- 10. Title of goods supplied will only pass to the Buyer upon payment in full to ourselves. If the Buyer sells the goods, without first discharging their debt for the purchase of said goods, then B.E.C (Midlands) Ltd still holds title for those goods and we reserve the right to reclaim the goods or payment through whichever means necessary.**
- 11. If the goods are incorporated into another machine or production line without the Buyer or their client having first discharged the debt of purchase then B.E.C. (Midlands) Ltd, reserve the right to claim partial title of goods against the goods being produced until the debt is discharged.**
- 12. Where payment is overdue according to our Terms of Payment, or in the event of the Buyer becoming insolvent or having a receiver, administrator, or liquidator appointed to administer his affairs prior to payment in full being received, we reserve the absolute and sole right to treat the purchase agreement as null and void and to repossess the goods supplied.**
- 13. Where goods or services are supplied on a bespoke or 'to order' basis then a non-refundable deposit is required *with* the official order to guaranty that order. The size of the deposit will be agreed with the buyer before any order is placed or accepted.**
- 14. Where goods are supplied as NEW from another supplier or manufacturer then the standard manufacturers warranty will be valid. If we are supplying the goods under our warranty then it is 1 year from delivery on a 'Back-to-Base' understanding.**
- 15. These terms and conditions are available on our website www.britishelectrical.co.uk and by request in printed form.**
- 16. We reserve the right to alter or amend these Terms and Conditions from time to time. Where an alteration is made a new copy of the Terms and Conditions will be made available and which will then become the current Terms and Conditions and legally binding.**
- 17. All charges are subject to the current rate of VAT.**
- 18. Should any clause contained in these Terms and Conditions be held to be invalid, such invalidity will not affect the validity of the remaining clauses.**
- 19. These Terms and Conditions shall be subject to and be construed in accordance with English Law.**

TERMS OF PAYMENT.

- 1. Unless otherwise agreed at placement of order all accounts are due 30 days from date of invoice. Non-negotiable.**
- 2. In respect of any materials or goods which, through no fault of our own, we are required to hold in store the value of same together with any charges in respect of storage or re-handling shall be included in the invoice.**
- 3. Any goods supplied correctly by us to the Buyers' specification or order instructions and subsequently returned for credit, shall be subject to a handling charge of no less than 25% of the value of the supplied goods. In order to be accepted for return the goods must be in their original condition and where possible in their original packaging complete with instructions and with no discernable marks or scratches.**
- 4. Any goods returned for credit under clause 3, but with damage and or marks or scratches may be subject to a higher charge to cover loss of re-sale value. This will be at the sole discretion of the management of B.E.C (Midlands) Ltd.**

Signed
(B.E.C (Midlands) Ltd).....

Signed (Applicant)

Printed

Date.....