

CURRENT FORCE ELECTRICS LTD

Terms and Conditions of Trade

General.

1. These terms and conditions are incorporated into all contracts for the supply of ("Goods") by Current Force Electrics Ltd ("the supplier") other than Contracts specified in paragraph 2. They supersede any previously issued Terms and Conditions of Supply.
2. Where there is a separate written agreement, which has been signed by an authorised representative of the Supplier, the terms of that agreement will prevail over these terms and conditions.
3. Goods supplied may differ in non-material respects from those advertised in the Supplier's catalogue or other promotional material.
4. These terms and conditions will be interpreted in accordance with the Laws of England and Wales.

Price.

5. Subject to paragraph 6 below the price payable for Goods shall be the total price specified in the Suppliers current price list or catalogues, less any discounts agreed in advance in writing by the Supplier and plus the applicable cost of packaging, postage and delivery ("Delivery Charges"). Prices and Delivery charges are subject to change without notice.
6. Discounts agreed by the supplier as at the date of these terms and conditions shall continue to have effect for the remainder of the term of the relevant agreement.
7. All prices are subject to VAT at the applicable rate.

Payment Terms.

8. Unless otherwise agreed in writing by the Supplier all invoices are payable within thirty (30) days of invoice, in the currency of the invoice, drawn on a bank based in the UK or by such other method as is agreed in advance by the Supplier.
9. Failure to pay all amounts due by the date may result in:
 - a) Withholding of further supplies including supplies in respect of which the customer has already made payment in full, and/or
 - b) charging of interest on amounts outstanding at the rate 4% above Bank Of England bank rate from time to time.

Credit Terms.

10. The supplier may set and vary credit limits from time to time and withhold all further supplies if the customer exceeds such credit limit.

Subscription.

11. Delivery will be made to the address specified on the order by the customer or its agent, or to a carrier designated by the customer, or to other such addresses as are notified to the supplier from time to time.
12. Time is not of the essence for delivery of goods and the suppliers liability for incorrect delivery or failure to deliver is limited to the replacement of goods.

Loss or Damage In Transit.

13. Claims for damage or partial delivery or complete loss of of consignment must be notified within thirty (30) days of the date of invoice.

Returns.

14. Return of goods will not be received with out the supplier authorising the return of goods with a returns note number, returns may incur a restocking charge.

Suppliers liability.

15. The suppliers liability to the customer for negligence, breach of contract and statutory duty is limited to the cost of replacing the goods ordered. It is not intended that any contract between the supplier and the customer for the supply of goods should be enforceable by any third party.
16. Any waiver by the supplier of any of these terms and conditions shall be limited to the particular instance and shall not operate or be deemed to operate as a future waiver of that or any other term

Data Protection.

17. Personal data may be passed to debt collection businesses for the purpose of enabling the supplier to collect debts owed by the customer.

Sale or Return.

18. The supplier will Not ACCEPT any orders that are Sale or Return under any circumstances.

Notice.

19. Notices sent by the customer must be sent prepaid post to the supplier's Customer services Department at the address on the most recently delivered invoice. Such notices must state the customers name and (where applicable) account number. Notices sent by the Supplier will be sent to the customer's Last known address.
20. PLEASE NOTE A SIGNED ADVICE NOTE WILL BE ACCEPTED AS PROOF OF RECEIPT OF GOODS.