



Spurlite Ltd

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TERMS & CONDITIONS OF SALE

1. INTERPRETATION.

1.1. In These Conditions:

The "Company" means Spurlite Limited.

The "Customer" is the same as the entity named in the Credit Account application form, or the purchaser of any goods from the company.

The "Effective" Date means the date the credit application is approved.

The "Goods" means any products purchased by the Customer from the company from time to time.

The "Contract" means the contract for the sale and purchase of the Goods evidenced by acceptance of any order from the Customer by the Company.

1.2. Legal Construction - Any contract or sale shall be in all respects be construed and operate as an English contract and in conformity with English Law and the parties agree to submit to the non exclusive jurisdiction of English Courts.

2. APPLICATION.

2.1. The Conditions shall apply to all goods supplied by the Company from and after the Effective Date and the Customer shall be deemed to have read and agreed to these conditions prior to the placing of any order for the goods.

2.2. These Conditions shall prevail over all inconsistent Conditions of the Customer's order, unless the Company expressly agrees otherwise in writing.

2.3. The Company reserves the right to vary, add or substitute these Conditions from time to time and any such changes to these Conditions shall have effect from the date of publication of such changes to its Customers.

2.4. No promise, representation or undertaking in relation to these Conditions shall bind the Company unless the Company expressly agrees otherwise in writing.

3. SHORTAGE/DAMAGE IN TRANSIT.

The Customer waives any claim for shortage of any goods delivered or failure to supply Goods conforming to the Customer's order if a claim in respect thereof has not been lodged within (3) days from the date of receipt of the Goods by the customer.

4. SPECIFICATIONS, DRAWINGS ETC

4.1. All specifications, drawings, data and particulars regarding the Goods stated by the Company are approximate only and any deviation shall not form grounds for any claim against the Company. The descriptions, illustrations, and performances contained in the catalogues, price lists and other advertising matter do not form part of the Contract.

4.2. Where specifications, drawing or other particulars are supplied by the Customer, the Company's price is based on estimates of quantities required. Should there be any adjustments in quantities above or below the quantities ordered by the Customer and set out in a quotation, then any such increase or decrease shall be adjusted on a unit rate basis according to unit price set out on the invoice.

4.3. All drawings, plans, sketches, specifications and other documents and materials relating to Goods produced by or for use are our property. All intellectual property rights in or relating to the Goods (including without limitation copyright and patents) belong to and are reserved by us and neither the Buyer nor any other person, firm or corporation shall have any rights or licence to reproduce or use the same for the repair of the goods or any other purpose whatsoever without our written prior consent. All information relating to the Goods (other than information in the public domain) is confidential and any disclosure to any third party requires our prior written consent.

5. PERFORMANCE.

5.1. Any performance figures given by the Company in relation to the Goods are estimates only. The Company shall be under no liability to the Customer for failure to attain such figures unless the performance of the Goods is specially guaranteed in writing and any such written guarantee shall be subject to recognised manufacturing variations and tolerances applicable to the Goods.

6. DELIVERY OF GOODS.

6.1. Any delivery times advised by the Company to the Customer are estimates only and the Company shall not be liable to the Customer or any other person for late delivery or non-delivery.

6.2. No delay in delivery or dispatch of the Goods shall relieve the Customer of its obligations to accept or pay for the Goods.

6.3. The Company reserves the right to deliver by portion and delivery by portion shall not entitle the Customer to repudiate the Contract.

6.4. Delivery will be taken to have occurred when the Goods are off-loaded at the Customer's premises or the place where the customer has requested delivery to be made or (where Goods are collected from the company) upon collection by the Customer or his agent.

6.5. Unless otherwise specified, prices listed or quoted include free delivery within mainland United Kingdom on orders of £250.00 net value and over. This is based on making one delivery to site only against the order within mainland UK only. Should the client require any part deliveries to site against the order then an additional delivery charge may apply.

Orders below £250.00 net value will be sent post carriage paid and charged.

All carriage is based on a 2-3 day delivery timescale; any requests for a same day/next day/timed delivery will be chargeable at an additional rate on all orders.

6.6. Call off orders (with no specific delivery date):- goods are to be delivered within a timescale not normally in excess of 2 months of the date of the order, goods not called off within a 2 month period will be invoiced in full to the customer and payment will fall due as per clause 10.

7.0 RISK.

All goods shall be at the risk of the Customer after delivery.

8. WARRANTY.

8.1. If the goods are not manufactured by the Company, or are not deemed to be manufactured by the company, by law, the warranty of the manufacturer thereof shall be accepted by the Customer and is the only warranty given to the customer in respect of the goods.

8.2. The Company shall not be liable for any warranty or representation as to the quality or performance of any goods unless expressed in writing and signed on behalf of the Company and any such warranty or representation shall be limited to its express terms.

8.3. The company shall not be liable for any warranty or representation, as to the fitness for purpose or otherwise of any goods unless expressed in writing and signed on behalf of the company and any such warranty or representation shall be limited to its express terms.

8.4. Any conditions of warranty (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality or fitness of the goods for any particular purpose or that the Goods will correspond with any description or sample are hereby void and excluded. In substitution for all rights which the customer would or might have had for these conditions, we shall replace free of charge or repair at our option any Goods found to be faulty in material or workmanship providing that no attempt has been made to alter, dismantle or rectify in any way and providing the Goods have been used for the purpose for which they were designed. Before we become liable under this guarantee, if we require, the defective goods or parts to be delivered carriage paid to our works at the Buyers risk. If we replace or repair, the returned Goods will be re-delivered carriage paid, in the case of goods or parts not of our manufacture, these shall be subject to the terms of the makers guarantee. We shall not be liable for any costs, claims, damages or expenses arising out of any breach of contract or statutory duty calculated by reference to profits, or loss of such profits, income, production or accruals or by reference to accruals of such costs, claims, damages or expenses on time basis. Nothing herein shall have the effect of excluding or restricting our liability for death or personal injury resulting from our negligence in so far as the same is prohibited by United Kingdom statute.

8.5. Subject to these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship, or otherwise are hereby expressly excluded and the Company shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods, or arising out of the Company's negligence or in any other way whatsoever.

9. PRICES AND VAT.

Unless otherwise stated all prices quoted by the Company are net, exclusive of vat.

10. PAYMENT.

10.1. The purchase price of the Goods shall be payable on or before the 28th day of the calendar month following delivery of the goods unless other terms of payment are expressly stated on the invoice for the Goods. If payment is made on or before the due date, the agreed settlement discount may be applied to the payment; however any form of early settlement would need to be set up in advance as an agreement between the Company and the Customer (this would be considered subject to the annual turnover of sales to the Customer). Discount cannot be applied to any VAT.

10.2. The company reserves the right to charge interest at the rate of two percent (2%) per month on overdue accounts.

10.3. We reserve the right to suspend deliveries to any customer account that is overdue.

10.4. Any charges incurred by the Company in collecting or attempting to collect any overdue accounts (including the charges of a collection agency) shall be paid by the Customer on demand.

10.5. Should the customer go into receivership or liquidation, all sums due to us shall become due for payment.

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11. TITLE OF GOODS.

11.1 The legal and equitable title to and property in the goods will not pass until the customer has paid all monies owed to the Company on any account whatsoever. Payment shall not be taken to occur until all cheques tendered in discharge of sums owing to the Company have been presented and cleared in full.

11.2 The Company reserves its right to enter upon any premises for the purpose of repossessing the Goods and without prejudice to any other rights of recovery available.

11.3 Until the Customer has paid all monies owed to the Company on any account, whatsoever, the relationship of the Customer to the Company shall be as a fiduciary in respect of the Goods and accordingly:-

11.3.1.1 The customer shall store the Goods in such a way that they can be recognised as the property of the Company:

11.3.1.2 Upon re-sale of the Goods by the Customer, the company shall have the right to trace the full proceeds of the sale, and

11.3.1.3 The customer shall account forthwith to the Company for such proceeds of the sale and the company may recover from such proceeds of sale any monies then owing to the Company on any account whatsoever.

12. RETURN OF GOODS SOLD.

12.1 The Company shall not be bound to accept Goods returned by the Customer.

12.2 Stock items may be accepted for credit return unused in an "as new" condition in their original packaging and within 30 days from date of delivery. Subject to approval in writing by Spurlite Limited.

12.3 Any goods returned must be accompanied by a Goods return authorisation provided by the Company. Any goods returned without a Goods return authorisation will not be accepted for their safekeeping.

12.4 Goods specifically manufactured to the Customers Order (specials) may not be returned for credit except with the express consent of the Company which may be given at its discretion & subject to factory approval and only if the goods are returned unused in an "as new" condition, in their original packaging, within thirty days from the date of delivery and must be accompanied by a Goods Return Authorisation.

12.5 A handling fee will be charged to the Customer for any goods accepted for return. The invoice number and the delivery date must be supplied to the Company at the time of any authorised return.

13. DEFAULT BY THE CUSTOMER.

13.1 If the Customer makes default in any payment, commits any act of bankruptcy or enters into liquidation whether voluntary or involuntary, the Company may at its discretion suspend deliveries or cancel any Contract so far as it remains unperformed without prejudice to its rights thereunder.

13.2 The occurrence of any such default shall in no way prejudice the rights of the Company to recover any amounts due for Goods previously supplied to the Customer.

14. CANCELLATION OF ORDERS.

No orders may be cancelled by the Customer except with the consent in writing of the Company and on the condition that the Customer will indemnify the Company against all losses resulting from such cancellation.

15. WEEE DIRECTIVE

Spurlite Limited is registered and fully compliant with the Waste Electrical and Electronic Equipment (WEEE) Regulations. Quotations for the recovery of WEEE will be provided at the time such recovery is required as a charge is not included in the original goods invoice.

16. FORCE MAJEURE.

We shall not be liable for any delay or failure in performing any obligation through any circumstances beyond our control including, but not limited to strikes, lock-out war, fire, breakdown of plant machinery, or unavailability of raw material from normal source to supply.

17. HEALTH & SAFETY AT WORK ETC. ACT 1974.

Statement to Purchasers of Spurlite Limited products.

1. Section 6 of this Act provides that manufacturers, designer, importers or suppliers of articles for use at work have a duty to ensure, so far as reasonably practical, that the article will be safe and without risk to health when properly used. An article is not regarded as being "properly used" if it is used without regard to any relevant information of advice relating to it made available by the manufacturer, designer, importer or supplier.

2. Having regard to these provisions, the following is given as a guide to the information which is readily available to you, in order that the obligations of all concerned may be met as fully as is reasonable practicable. This information relates to those products detailed in our catalogue(s) or associated literature.

3. Information on the design, construction and installation of our products to ensure that so far as is reasonably practicable they are safe and without risk to health when properly used may be found in:- Relevant British Standards, Specifications and Codes of Practice; Regulations for the Electrical Equipment of Buildings (published by the Institution of Electrical Engineers), Catalogues and product leaflets of this company; Or may be obtained by specific request to the company.

4. It is important that the products concerned should be installed, commissioned and maintained by, or under the Supervision of, a competent person in accordance with good engineering practice and; IEE Regulations for the Electrical Equipment of Buildings, BSI Codes of Practice; Statutory requirements; Any instructions specifically advised by the company and, with particular reference to information marked on the product.

5. In accordance with the provisions of the Act, you are therefore requested to take steps as are necessary to ensure that any appropriate information relevant to our products is made available by you to anyone concerned.

* This does not apply to products with electronic components; please apply to Spurlite Limited for details

