

**Electric Wholesale Ltd
Terms and Conditions of Sale**

1. **PRICES**
All goods are sold at the prices current at the date of invoice. The prices are subject to change without notice and are exclusive of V.A.T., which will be added at the prevailing rate.
2. **DELIVERY**
Goods from stock are normally delivered within 24 hours from receipt of order. We reserve the right to make part deliveries, subject to availability. Such goods will be invoiced at the date of delivery, although the balance of the order may still be outstanding.
3. **CARRIAGE**
We normally make no charge for delivery from our own warehouse, within our normal delivery area, but reserve the right to charge carriage on deliveries outside our normal delivery area.
Where goods are specially ordered from works and a carriage charge is made, we reserve the right to pass on this charge.
4. **RETURN OF GOODS**
Goods shall not be accepted for return without prior agreement, and may be subject to a re-stocking / handling charge. Goods returned to and accepted by us as defective or incorrect shall be replaced if required, but shall not form the subject for claim for labour or proceeds of sale.
5. **ILLUSTRATIONS**
Any product illustrations shown fairly represent the articles described, but owing to design alterations by manufacturers, the illustrations and specifications cannot, at all times, be taken as exact in detail.
6. **CONDITIONS**
If customers official order forms contain special printed buying conditions, such conditions are only binding in so far as they are not at variance with our Terms and Conditions of Sale.
7. **PAYMENT**
Payment is due not later than the 28th day of the month following the month of invoice.
8. **TITLE OF GOODS**
Title of goods shall not pass to a customer until full payment has been made, and in the case of non payment, we shall be entitled to repossess the goods or proceeds of sale.

Notwithstanding the above, the insurance risk attaching to goods delivered but not paid for shall rest with the customer.

In the event of the customer becoming the subject of insolvency proceedings, we will be entitled to repossess goods supplied, to the value of the sum outstanding.
9. **RIGHT OF SET OFF**
In the event of the customer becoming the subject of insolvency proceedings, we may be entitled to set against the sum outstanding any amount we may owe the customer if reciprocal trading arrangements are in place.
10. **REFERENCES**
We will make a search with a credit reference agency, which will keep a record of that search and will share the information with other businesses. We may also make enquiries about the principal directors with a credit reference agency.
11. **INTEREST**
We reserve the right to charge the statutory interest rate under the section 69 act.

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Continuing Guarantee

If the customer is a limited liability company or partnership established less than three years the continuing guarantee below must be signed by a Director or Secretary (in the case of a limited liability company) or equity partner (in the case of a limited liability partnership). It may also be required to be completed in other cases.

To Electric Wholesale Ltd

In consideration of your agreeing to grant credit facilities to the company of limited liability partnership described above ("The company") I hereby unconditionally guarantee the due and punctual performance and observance by the company of obligations herein and under your conditions of sales overleaf, and agree to indemnify and keep you indemnified against any breach of nonobservance thereof by company

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| Office Use Only | | | |
| Credit Limit Agreed | | Template | |
| Authorised By | | Sales Rep | |
| Branch Allocation | | Internal Sales | |

