

In the below terms and conditions of sale Central Cables Ltd shall be known as the seller.

1. Buyer's acceptance of Seller's order is expressly conditioned upon Seller's acceptance of the terms and conditions contained herein. Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with Seller's terms which are included herein. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. This agreement between Seller and buyer (the "sales contract") with respect to the products (the "products") and/or services (the "services") shall consist of the terms described in the document together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to, or detract from the sales contract, shall not be binding on Seller. Depending upon your selected method of payment, your order may be subject to credit approval.

2. The Sales contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the sales contract is terminated by such modification or rescission then the Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of an order for products or services intended for Buyer.

3. Unless otherwise agreed to in writing, Buyer shall pay the purchase price for (a) the products within thirty (30) days from the date of shipment of the products, and (b) for the services within thirty (30) days from the date the services are rendered. The purchase price for the products is ex works, freight may be incurred unless otherwise agreed to in writing. The title to, and the risk of loss of, the products shall pass to Buyer upon delivery to carrier. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect an interest charge of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable legal fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract.

4. Any tax or other governmental charge upon (a) the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Supply date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. Seller will in good faith endeavour to supply by estimated supply date but shall in no way be liable for any loss or expense arising from late supply of goods. Prior to shipping, Seller, if requested, will afford Buyer reasonable opportunity to inspect the products in Seller's plant. If no packaging, loading or bracing requirements are otherwise stated, Seller will comply with minimum specifications for the method of transportation specified. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Unless otherwise agreed to in writing, quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Final inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller warrants to Buyer that the product at the time of shipment will be free from defects in material and workmanship, and will be materially in accordance with specifications provided by the manufacture or otherwise agreed to in writing.

7.1 - Seller passes on and assigns to Buyer the warranties made to Seller by its suppliers and Seller's warranty in its entirety shall be limited by, and shall not extend beyond, such warranties. The length of the warranty period will be the length established by the manufacturer of the product and shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier at Seller's request. This warranty shall be ineffective and shall not apply to products that have been subjected to misuse or abuse, neglect, accident, damage or improper installation or maintenance. Buyer will inspect the products upon delivery and will promptly notify Seller and confirm in writing within three (3) days of any defect in the products. Seller's sole obligation under these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B first point of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of Seller. No agent, employee or representative of Seller has any authority to bind Seller to any representation, affirmation or warranty concerning the products and any such representation, affirmation or warranty shall not be deemed to have become part of the basis of this sales contract and shall be unenforceable. Seller will perform the services in accordance with Seller's customary procedures.

7.2 - THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN LIABILITY SHALL ARISE OUT OF, SELLER'S RENDERING OF ANY TECHNICAL ADVICE OR SERVICE IN CONNECTION WITH THE PRODUCTS OR OTHERWISE, UNLESS AGREED TO IN WRITING. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES. The Seller's liability on any claims for damages arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the products shall not exceed the purchase price of the products and/or services. Seller shall not be liable for any failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by circumstances beyond Seller's reasonable control.

8. Seller will hold Buyer harmless against any rightful claim of any way infringement of any validly registered patent by products which are of Seller's own manufacture, but, if Buyer furnishes specifications to Seller, Buyer will hold Seller harmless against any such claim which arise out of compliance with the specifications; provided that the party seeking to be held harmless notifies the other party and gives it the right to defend. Except as is provided in this paragraph, Seller makes no warranty that products will be delivered free of the rightful claim of any third party by way of infringement or the like. Seller's obligation under this paragraph shall not apply to any infringement consisting of the use of products as part of goods manufactured by Buyer or others.

9. The sales contract shall be governed by the laws of the UK as effective and in force on the contract date. For the purpose of settlement of any disputes arising out of or in connection with the contract, the parties hereby submit themselves to the jurisdiction of the UK Courts. Any action for breach of the sales contract or any covenant or warranty must be commenced within one year after the cause of action accrues.

10. Test Certification will be supplied for products when requested at time of order. Retrospective requests for Certification will attract an appropriate administration charge and may in any case prove unattainable. The Seller will not be held liable for non production of retrospective requests for Test Certification.

12. Retention of title to the goods remains with the Seller until payment is received in full. Each of the following sub-clauses 12.1 to 12.6 are separate and severable and shall be enforceable accordingly:

12.1 - Notwithstanding delivery, all goods supplied by Seller will remain Seller's absolute property until Buyer pays in full for them and for all goods previously supplied.

12.2 - Buyer will store the goods in such a way that they are readily identifiable as Seller's property, but Buyer may, as trustees for Seller, sell them to a third party in the normal course of business.

12.3 - Upon any sale by Buyer of the goods (either alone or with other items) all rights which Buyer have against their customer shall automatically vest in the Seller.

12.4 - Seller shall be entitled immediately after giving notice of intention to repossess, to enter upon any premises with such transport as may be necessary and repossess any goods to which Seller has title under this clause.

12.5 - If Buyer incorporates the goods Seller has supplied into other products, with or without materials Buyer already possesses, or which are supplied to Buyer by third parties the property in such other product will pass to Seller and Buyer shall store them without charge on Seller's behalf.

12.6 - Buyer shall not be entitled to pledge or in any way charge by way of security any of the goods which remain Seller's property but in the event Buyer does so all moneys owing by Buyer to Seller shall without prejudice to any other right or remedy available to Seller forthwith become due and payable.

13. Any shortage or damage must be clearly stated upon the driver's Delivery Sheet and a written statement of the facts received by Seller within seven (7) days after the date of delivery, otherwise no claim will be entertained. The package and contents should be retained for examination. Written notice of any non-delivery must be received by Seller within seven (7) days after the date of invoice. The Seller's liability in respect of any claim accepted under this clause is limited to making up the shortage or replacing any goods proved to have been damaged or lost in transit to the point of delivery, and Seller accept no liability for any loss or damage suffered by Buyer, whether direct or consequential and howsoever arising. Proof of delivery of any goods will be provided free of charge up to three months after delivery date.

14. Buyer takes responsibility to determine that the goods are sufficient and suitable for the purpose to which they are to be put. Seller cannot accept any responsibility either in respect of the installation of any goods or as to the ultimate performance of any product in which the goods may be installed. Seller shall in no way be liable for any direct or consequential damage, loss or expense arising from any defect or inefficiency caused by the manner in which the goods are used.

15. In no circumstances may goods supplied against a firm order be returned without Seller's prior written consent and the receipt of Buyer's advice note stating the reason for the return and the date and number of our invoice. All goods returned must be securely packed and, unless Seller arranges collection, consigned carriage paid. Seller reserves the right to make a handling charge for collection, and the issue of Seller's collection note will not bind Seller to issue any credit in respect of the goods.

16. Seller may without prejudice to our other rights and remedies determine the contract or any unfulfilled part of it or withhold further deliveries to make partial deliveries if:

16.1 - Buyer fails to make payment on the due date under this or any other contract between Buyer & Seller.

16.2 - Buyer purports to cancel or suspend, or commit any breach of, this or any other contract between Buyer & Seller.

16.3 - Buyer becomes insolvent or makes any composition with their creditors or have a receiver appointed of all or any part of their undertaking or assets or go into liquidation (save for the purposes of amalgamation or reconstruction) in which case Seller shall be entitled to recover from Buyer all losses including any loss of profit or loss on re-sale.

16.4 - Force majeure (circumstances beyond Seller's control).