**DEFINITIONS**

Electrium shall mean Electrium Sales Limited.

Goods shall mean any item of whatsoever nature (including any part or part of them) which is sold or supplied by Electrium including services.

Purchaser shall mean the person, firm or body corporate which buys or agrees to buy the Goods.

**Conditions of Sale** shall mean the clauses set out in these Conditions of Sale and any amendments thereto which are published by Electrium on its website from time to time or notified by letter which have been expressly agreed in writing by Electrium and signed by a duly authorised officer of Electrium.

**THE CONTRACT**

1. These Conditions of Sale shall apply to and form part of every contract of sale entered into by Electrium. All orders are accepted and executed on the understanding that the Purchaser is bound by these Conditions of Sale which shall govern the contract to the exclusion of all other terms and conditions subject to which any such order is accepted or purported to be accepted by the Purchaser.

2. No contract of sale shall come into being unless and until the Purchaser has accepted these Conditions of Sale either expressly or by implication.

3. No variation, addition or modification of these Conditions of Sale shall be binding on Electrium unless such variation, addition or modification is agreed to in writing under the signature of an authorised signatory of Electrium.

**QUOTATIONS & ORDERS**

Any quotation is valid for a period of 30 days only from its date provided that Electrium has not previously withdrawn it.

**PRICES**

1. The price of Goods supplied is exclusive of VAT or any successor tax thereto unless otherwise agreed in writing.

2. The price for the Goods shall be (unless otherwise agreed by Electrium in writing) the list price of Electrium current at the date of despatch and in the case of an order for delivery by instalments the price payable for each instalment shall be Electrium’s list price current at the date of each instalment.

3. All prices are based on standard pack sizes and quantities. Orders will not be accepted for quantities in excess of standard packs.

4. Minimum order quantities will be applied to certain products at the discretion of Electrium. Orders not complying with set minimum order quantities for identified products will not be accepted.

5. Orders will not be accepted for a value below £200.

6. The price of Goods is based on the costs of materials, labour, sub-contracts, transport, taxes, duties and currency exchange rates ruling on the date of the quotation. Electrium reserves the right to amend the price to take account of any variations in these costs or the imposition of any new taxes or duties occurring from whatever cause before delivery of the Goods.

7. All price discrepancies must be notified to Electrium within 7 working days.

**PAYMENT**

1. Unless otherwise agreed in writing the due date for payment shall be the last working day of the month following the month of despatch of Goods supplied by Electrium.

2. Payment made before the due date for payment shall be subject to a settlement discount of 2.5% VAT is calculated on the discounted value of the invoice and is not subject to settlement discount.

3. Where the Purchaser has a rebate agreement with Electrium, Electrium reserves the right to deduct from any rebate payable due to the Purchaser any settlement discount incorrectly taken on payments made by the Purchaser.

4. Without prejudice to any other rights it may have Electrium is entitled to charge interest at 8% above the current Bank of England base rate or such other rate of interest as shall be determined under the late Payment of Commercial Debts (Interest) Act 1998 on any overdue amount.

Additionally and without prejudice to its rights Electrium shall be entitled to recover all direct expenses reasonably incurred by Electrium in collecting or attempting to collect amounts of the purchase price.

Notwithstanding any Conditions of Sale allowing the Purchaser credit, payment shall become due and payable to Electrium immediately upon the termination of the contract. The Purchaser shall not be entitled to exercise any right of setoff or lien or any similar right or claim in connection with the Goods or the price payable for the Goods.

**PAYMENT DISPUTES AND DEBIT NOTES**

The Purchaser shall operate a debit note system and apply this in accordance with Electrium’s Debit Note System Procedure. Debit notes shall include Electrium’s relevant invoice details and be notified to Electrium the day they are raised and shall be considered as dated the day they are received by Electrium for disputes more than 5 days older than the Purchaser’s payment terms will not be accepted.

Debit notes shall only be raised for the value of the Goods in dispute, not the whole invoice. Settlement discount will not be allowed on monies incorrectly withheld by debit notes later rejected.

Debit notes may be raised for the following items only:

- Pricing errors
- Delivery shortages
- Faulty Goods
- Damaged Goods
- Incorrect Goods supplied

All requests to return Goods must be agreed to in writing with Electrium prior to any debit note being raised.

In no circumstances will consent be given by Electrium for the return of special or bespoke Goods.

Where the Purchaser has a rebate agreement with Electrium, Electrium reserves the right to deduct from any rebate payment due to the Purchaser, the value of any debit notes deducted from a remittance made by the Purchaser, but subsequently rejected by Electrium.

**CREDIT FACILITIES**

Any order shall be subject to Electromium being satisfied as to the Purchaser’s credit references, and without prejudice to Electromium’s rights under the foregoing, and notwithstanding the provisions of these Conditions of Sale (Electrium may (in its absolute discretion), having informed the Purchaser that the Goods are ready for dispatch, refrain from delivering the Goods until such time as the Purchaser tenders the purchase price to Electromium together with any outstanding amounts which may be due from the Purchaser to Electromium on any account whatsoever.

Electrium reserves the right (in its absolute discretion) to grant, refuse or discontinue any credit facilities or reduce or suspend any credit limit at any time and demand immediate payment of all monies outstanding.

**CARRIAGE**

1. Goods will be delivered FREE to the Purchaser’s premises in Great Britain and Northern Ireland is included in the price of standard Goods.

2. For non-standard Goods and where the Purchaser requires delivery to site, the Purchaser will have to contact Electromium to obtain details of carriage costs.

3. Any failure by the Purchaser to notify Electromium of their inability to accept a delivery that leads to Electromium having to re-deliver the Goods for a second time will incur a handling charge of £25 per delivery.

4. Premium Service/Overnight deliveries will attract a delivery charge and be restricted in weight. Full details are available on enquiry.

5. Seller’s obligations will be limited to loss for or damage of any kind whatever caused directly or indirectly by any delay in the delivery of Goods, nor unless such delay exceeds 18 days will any delay entitle the Purchaser to terminate or rescind the contract.

Notwithstanding any other Conditions of Sale risk in the Goods shall pass to the Purchaser when the Goods are delivered to the Purchaser or its agent.

**PACKING MATERIALS**

Electrium reserves the right to alter the method of packing without reference to the Purchaser.

**DELIVERY**

The place of delivery for Goods shall be the Purchaser’s premises or as otherwise agreed by Electromium in writing. The time of delivery will be as agreed between the parties or if no such agreement is reached will be within a reasonable time and Electrium will be entitled to make delivery by instalments.

**DAMAGE OR LOSS IN TRANSIT**

Electrium will not be liable in respect of any damage or discrepancy, shortage or loss in transit or any claim that the Goods delivered do not otherwise comply with the contract unless the Purchaser shall have informed the Electrium in writing, by email, or facsimile as follows:

(a) Within five working days of delivery in the event of any damage, discrepancy or shortage.

(b) Within five working days of delivery in the event of the Goods not complying with the contract.

Within seven working days of receipt of Electrium’s invoice in the event of non-delivery.

Where the Goods are accepted by the Purchaser from Electrium’s carriers they shall be deemed to have been checked by the Purchaser and accepted unless the delivery receipt is signed and endorsed ‘unexamined’ and the packing and its contents are retained for later inspection.

**INSPECTION AND TESTS**

Electrium’s Goods are carefully inspected and where practicable, submitted to its standard test at an Electromium site before despatch. If tests other than those specified or tests in the presence of the Purchaser or its representatives are required, these will be charged for.

In the event of delay on the Purchaser’s part in attending tests after the Purchaser has received notice that Goods are ready to be tested, the test will proceed in the Purchaser’s absence and the Purchaser hereby agrees to accept and pay for such tests as if they had been performed in the Purchaser’s presence.

**CANCELLATION**

1. Goods ordered cannot be considered cancelled until written consent has been obtained from Electromium.

2. Cancellations of orders for standard products which are specialized or modified in any way from standard will be subject to a handling charge. This charge will be at the discretion of Electromium and will be cover any resulting loss, damage or expense incurred by Electromium in connection with the supply of non-supply of the Goods including the cost of any material, used or intended to be used and the cost of labour and other overheads including a percentage in respect of profit.

3. Should Goods be refused at the Purchaser’s premises claiming that cancellation has been accepted, written evidence must be given of Electromium’s consent, or the Goods will be charged for and no credit will be issued.

4. If Electromium is unable (whether temporarily or permanently) to procure any services or goods necessary to enable it to supply the Goods or if the supply of the Goods is prevented or hindered by reason of any cause beyond Electromium’s reasonable control which, for the avoidance of doubt per the meaning of the word “cause” in the definition of the foregoing, shall include governmental action, war, riot, not civil commotion, fire, flood, epidemic, labour disputes involving the work force or any part thereof of Electromium, strikers or delays affecting shipping or carriers, currency restrictions and any act or omission on the part of the Purchaser cancelling the contract by notice in writing to the Purchaser so far as it relates to Goods not then delivered or which have been expressly agreed in writing by Electromium and signed by a duly authorised officer of Electromium.

14. CANCELLATION

1. Goods ordered cannot be considered cancelled until written consent has been obtained from Electromium.

2. Cancellations of orders for standard product will attract a 10% handling charge.

3. Cancellation of orders for products that are specialized or modified in any way from standard will be subject to a handling charge. This charge will be at the discretion of Electromium and will be cover any resulting loss, damage or expense incurred by Electromium in connection with the supply of non-supply of the Goods including the cost of any material, used or intended to be used and the cost of labour and other overheads including a percentage in respect of profit.

4. Should Goods be refused at the Purchaser’s premises claiming that cancellation has been accepted, written evidence must be given of Electromium’s consent, or the Goods will be charged for and no credit will be issued.

5. If Electromium is unable (whether temporarily or permanently) to procure any services or goods necessary to enable it to supply the Goods or if the supply of the Goods is prevented or hindered by reason of any cause beyond Electromium’s reasonable control which, for the avoidance of doubt per the meaning of the word “cause” in the definition of the foregoing, shall include governmental action, war, riot, not civil commotion, fire, flood, epidemic, labour disputes involving the work force or any part thereof of Electromium, strikers or delays affecting shipping or carriers, currency restrictions and any act or omission on the part of the Purchaser cancelling the contract by notice in writing to the Purchaser so far as it relates to Goods not then supplied or work not then done and such cancellation shall not give rise to any claims by the Purchaser, provided that Electromium shall remain liable to pay for Goods delivered prior to the date of such cancellation.

**TITLE OF GOODS**

Until Electromium has been paid in full for the Goods comprised in this contract the Purchaser shall hold the Goods in a fiduciary capacity as bailee for Electromium and the title to, ownership of, and the property in, the Goods shall remain vested in Electromium (notwithstanding the delivery of the same and parting of the risk therein to the Purchaser) until payment in full for all Goods supplied in this contract has been received by Electromium.

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