

Terms and Conditions of Sale

1. THE PARTIES

- (a) The "Seller" EDAC (Europe) Ltd and MH Connectors (a Division of EDAC (Europe) Ltd).
- (b) The "Buyer" the person purchasing any goods from the seller.

2. APPLICATION OF CONDITION

Notwithstanding anything which may be contained in any purchase order or other document of the Buyer, goods are supplied subject to these conditions alone. No variations of them will apply unless expressly agreed by both parties in writing and signed on their behalf.

3. LOSS OR DAMAGE IN TRANSIT

The Seller will replace goods which fail to arrive or arrive in a damaged condition. However, in order to comply with the terms of the Seller's own insurance policy, notification of loss or damage to the goods must be made to the Seller in writing, within 14 days of the date of despatch, failing which no claim in respect of such loss or damage will be entertained by the Seller.

4. DELIVERY

Unless specifically agreed otherwise than in writing by the Seller the date of any delivery notified by the Seller to the Buyer is an estimate only and the Seller shall not be liable for the consequences of any delay in fulfilling the Buyers order. Goods are delivered by carriers over whom the Seller has no control and therefore the Seller shall not be liable for consequences of any delay in transit. If at the Seller's absolute discretion it agrees to accept the return of goods ordered by the Buyer, the Seller reserves the right to affect a handling charge. Where delivery is to be made by instalments, each delivery shall be deemed for such purpose to be the subject of a separate contract and any failure whatsoever by the seller in respect of any one delivery shall not entitle the buyer to repudiate the contract or any instalments remaining to be delivered thereunder.

5. DISCREPANCY

The Buyer will inspect the goods on arrival and if they do not correspond in nature to the goods ordered will give the Seller written notification of any discrepancy within 14 days of the despatch, failing which the buyer shall be deemed to have accepted the goods.

6. DESCRIPTIONS

The photographs, dimensions, specifications and type numbers in the catalogue are shown only as a guide, although we will usually supply the exact product shown, we reserve the right on occasions to supply similar items but of detail difference.

7. ACCURACY OF INFORMATION

Whilst we make every effort to ensure the accuracy of the information shown in the catalogue, we can accept no liability for damages or injury arising directly or indirectly from any error or omission in such information.

8. DEFECTIVE GOODS AND CONSEQUENTIAL LOSS

The Seller guarantees that the goods are free from defects and are of merchantable quality but it is for Buyer to satisfy himself that the goods are fit and suitable for the purpose for which he requires them. Defects in goods delivered shall not be grounds for cancellation by the buyer of the remainder of any order or contract.

It is expressly agreed and understood by the Buyer that the Seller's liability in respect of defective or otherwise unmerchantable goods shall under no circumstances whatsoever extend beyond the price paid for such goods, in particular the Seller shall not be liable for any damage to property, nor any consequential loss of whatsoever nature, howsoever caused, arising out of any defect in the goods, or from their failure to correspond to any description or representation, or from their unsuitability for any purpose.

If any Buyer alleges that goods are supplied defective the Buyer will return them, carriage paid, to the Seller's premises. If, after examination by the Seller, it is established that the goods are defective then the Seller will refund the Buyer the cost and carriage, and replace the goods or at the Seller's absolute discretion refund their purchase price.

9. PRICE

The Seller reserves the right to vary any price advertised in the Seller's catalogues or elsewhere as occasion demands, and the goods are supplied at the price prevailing as at the date of acceptance by the Seller of any order placed by the Buyer. All prices are exclusive of V.A.T., except where expressly stated otherwise.

10. PAYMENT

Payment for the goods is due without any deduction either with the order if the buyer does not have a credit account, or within 30 days of the date of the invoice if the buyer does have a credit account. If payment of the price or any part of it is not made by the due date the Seller shall be entitled to charge interest on overdue accounts at the rate of 2.5% above the HSBC Base Rate per month and any further deliveries will be suspended until the account is paid in full together with any interest.

In the event of non-payment of an outstanding debt we reserve the right to claim for the whole balance owing.

11. SPECIFICATION

Goods described in the Seller's catalogue or elsewhere are subjected to a continuing process of technical change and development and the Seller therefore reserves the right to alter specifications without notice any time before delivery. All descriptions, illustrations, specifications and dimensions are approximate and are only intended to present a general guideline as to the goods therein. It is therefore agreed by the Buyer that the goods supplied may not comply in all respects with the description in the Seller's catalogue or elsewhere. If a sample of the goods has been exhibited to and inspected by the Buyer the contract shall not constitute a sale by sample.

12. RESERVATION OF TITLE

Although goods supplied by the Seller to the Buyer shall be at the Buyers risk immediately on delivery to the Buyer (and the Buyer should be insured accordingly), the legal ownership in the goods shall not pass from the Seller to the Buyer until they have been paid for in full. Until property in the goods passes from the Seller to the Buyer as aforesaid the Buyer shall hold the goods as the bailee of the Seller. Where the goods are supplied under a Contract Order with delivery in instalments over an extended period, then the order is to be regarded as a whole so that property in none of the goods passes until all the goods, the subject of the contract order, have been paid for in full.

13. FORCE MAJEURE

If delivery is delayed by any cause beyond the reasonable control of the Seller, a reasonable extension of time for delivery shall be granted and the Buyer shall pay such reasonable extra charges as shall have been occasioned by the delay.

14. APPLICABLE LAW

The contract is subject to English Law.

