

**TERMS AND CONDITIONS OF SALE****1. TERMS USED**

The "seller" refers to GES Group (Grants Electrical Services (NI) Ltd.)  
The "buyer" refers to any legal entity purchasing from the seller.

**2. GENERAL**

The seller accepts the buyer's order on these terms and conditions, which (together with the acceptance) constitutes the entire agreement between the seller and the buyer. It is expressly agreed that there are no other understandings, representations or warranties of any kind (express or implied) forming part of this contract. In particular:-

- (i) Any condition contained in the buyer's order that is inconsistent with, qualifies, or is contrary to these conditions shall have no effect, unless that condition is expressly accepted in writing by the seller
- (ii) Any variation, waiver or cancellation of the buyer's order shall have no effect unless accepted in writing by the seller. Where the seller accepts cancellation, the seller may levy a handling charge of up to 10% of the Price.
- (iii) Where the buyer and the seller agree to a variation in the quantity/description of the goods, the goods shall be priced at the rate applicable to the original quantity/description, or the revised quantity/description, at the absolute discretion of the seller.

**3. PRICES AND TERMS OF PAYMENT**

- (i) All prices listed or quoted are subject to alteration without prior notice, and prices charged will be those current at the time of despatch of the goods. All prices are Trade unless specified as "Net". Trade is a recommended price, and there is no obligation to comply with the recommendation.
- (ii) The seller's prices are exclusive of taxes, duties and other imposts which, if chargeable, are payable by the buyer whether they are imposed or brought into force before or after acceptance of the buyer's order.
- (iii) Payment is due, in full, on the 30th of the month following the appropriation by the buyer of the goods. In the event that payment is not received by the due date, the seller reserves the right to charge interest at the 90 day Bank Bill mid-rate, plus a premium of 5%, commencing from the due date of payment. Any interest levied shall accrue on a daily basis and shall accrue until all monies owing are paid in full. The buyer shall also be liable to pay all expenses and legal costs of the seller (calculated as between solicitor and own client) in relation to obtaining remedy of the failure to comply.
- (iv) The levying of interest shall not extend the due date of payment, and the seller also reserves the right to restrict or withhold the supply of further goods on credit.
- (v) The buyer shall make all payments due to the seller, whether in respect of the purchase price or otherwise, in full without deductions of any nature whatsoever.
- (vi) The seller (or any subsidiary, or associated company of the seller), shall be entitled to deduct from, and off-set against, any payments due to the buyer (or any subsidiary, or associated company of the buyer), for any amounts outstanding.

**4. DELIVERY**

- (i) The seller may withhold delivery of items according to clause iii above. The seller reserves the right to despatch the buyer's order in one delivery or by instalments. Where the buyer acknowledges an order that provides for delivery by instalments, the seller shall be entitled to charge for each instalment as it is delivered, (as if each were a separate contract). Failure to deliver any individual instalment shall not entitle the buyer to reject the contract for any remaining instalments.
- (ii) Any estimation of delivery times by the seller are made in good faith, but as estimates, and are not commitments: the seller shall not be bound by such estimate.
- (iii) Where the buyer requests a particular method of delivery, and the seller agrees in writing, then the buyer shall cover the cost of delivery by that method from the despatch point of the seller. Otherwise, the seller will select the method of delivery.

**5. SHORTAGES, DAMAGE OR LOSS IN TRANSIT**

- (i) Liability for shortages in the quantity of goods delivered is limited to making up the shortages. No claim for shortages in quantity will be allowed, unless the customer gives notification of the shortages in writing, within 7 days of the delivery and provides a reasonable opportunity for the seller to investigate the claim.
- (ii) Goods leaving the seller's premises are adequately packed. Claims for damage, or loss in transit, must be made against the carrier in the prescribed manner.
  - a) Prior to acknowledging delivery to the carrier, the buyer must ensure that the complete consignment, as per the carrier's note, has been received.
  - b) Should there be a shortage, or visible damage to outer packaging, the carrier's note must be endorsed accordingly.
  - c) Within 7 days of receipt of consignment, the buyer must ensure that all goods received are in good order and condition.
  - d) No claims will be considered after 7 days of receipt of goods. While no liability for goods damaged or lost in transit will be accepted by the seller, details of any claim should be advised to the seller.

**6. RETURN OF GOODS FOR CREDIT**

- (i) Goods supplied ex-stock in accordance with the buyer's order can only be returned with the express approval of the seller.
- (ii) Requests to return goods must be submitted in writing within 10 days from the date of supply.
- (iii) Where goods are accepted for credit, they must be delivered at the buyer's expense into the seller's store from where they were purchased, in original condition and packaging.
- (iv) The original invoice number must be quoted.
- (v) The seller reserves the right to levy a re-stocking fee against any returns they may agree to accept. Such fees may be up to 50% and levied at the seller's absolute discretion.
- (vi) Goods specifically imported, procured or manufactured on behalf of the buyer cannot be returned except by prior written approval from the seller, and then only on such terms and conditions as the seller may agree.

**7. SELLER'S LIABILITY AND MAINTENANCE GUARANTEE**

- (i) The buyer shall ensure that the goods ordered are fit and suitable for the purpose for which they are required, and the seller is under no liability if they are not.
- (ii) In the case of goods (not of the seller's own manufacture), the buyer is entitled only to such benefits that the seller may receive under any guarantee given to the seller by the manufacturers. The seller shall not be liable for consequential or special damages under any circumstances whatsoever.
- (iii) In lieu of any warranty, condition, or liability by law, the seller's liability in respect of any defect or failure of the goods supplied, or for any loss, injury or damage attributable, is limited to making good the replacement or repair of defects arising under normal and proper use, and maintenance, arising solely from faulty design, materials or workmanship, within the guarantee period, if stated, or within 12 months of the date of supply, provided always that such defective parts are promptly returned to the seller, unless otherwise arranged. At the termination of the appropriate period all liability on the seller's part ceases.
- (iv) This warranty does not cover damage from misuse, accident, neglect or improper operation, maintenance, installation, modification or adjustment.
- (v) The seller's liability under this contract, and the warranty in this clause, is confined to the buyer named in this contract. The seller has no liability to any purchaser of the goods from the buyer in that the buyer's rights under this contract are not assignable without the prior written consent of the seller.

**8. PROPERTY AND RISK.**

- (i) Risk (including insurance responsibility) shall pass to the buyer on collection of the goods by the buyer or on delivery of the goods by the seller, source, or carrier to the buyer.
- (ii) Ownership of all goods sold by the seller ("the goods") is retained by the seller until full payment is received for all amounts owing in respect of all goods supplied. This provision is designed to protect the seller in the event of the bankruptcy, receivership or liquidation of the buyer, a seizure of goods by a creditor of the buyer, or default in payment. Such events, and the filing of legal proceedings following any such events, are subsequently referred to as "the said events".
  - (i) Until such payment is made, the buyer shall only be a fiduciary owner of the goods, and the buyer agrees to:-
    - a) Enable the goods to be readily identifiable as the property of the seller.
    - b) Maintain the goods supplied in good order and condition, and to return the goods immediately if called upon to do so by the seller.
  - c) Prior to the buyer acquiring ownership of any goods, the seller may, at any time, directly (or by its agents, or servants) enter upon any land, premises or property where it believes such goods may be to view and inspect the same. If the buyer fails to make any payment in full on the due date to the seller, or the buyer commits an event of default as defined in Clause 9, and:-
    - (ii) The right of the buyer (or any agent of the buyer), to possess any of the goods, and the right to sell, or otherwise dispose of, said goods shall immediately, and without the necessity of any notice, terminate, and,
    - (iii) The seller (or its agents) may, at any time, take possession of and remove said goods (by force, if reasonably necessary). The buyer will reimburse, indemnify and hold harmless to the seller, its employees and agents, in respect of any costs, expenses, loss or damage (including such to any third parties) in respect of the exercise or attempted exercise of the seller's remedies under Clause 8, and,
    - (iv) The seller may cancel any, or all, contracts with the buyer, and the seller will not be liable to the buyer therefore, and,
    - (v) All monies owing by the buyer to the seller, on any account whatsoever, shall become immediately due and payable, and,
    - (vi) The value of such goods seized shall be assessed as the lesser of current market value or the invoice value at the time of sale, and may also be subject to a re-stocking fee according to Clause 6.
    - (vii) Notwithstanding the retention of ownership, the buyer may (prior to payment in full), as agent for the seller, sell the goods under a bona fide transaction, not intended to deprive, or in any way attempt to deprive, the seller of the benefit of the retention of the title. In the event of the buyer wishing to sell the goods, they must request to do so and receive approval from the seller, in writing, to act as trustee for the seller, and must:-
      - a) Hold all monies received on any sale of the goods separate from the buyer's own money, and in the name of and to the credit of the seller, and the buyer will, on request from the seller, pay such proceeds to the seller.
      - b) Hold all claims against purchasers of any such goods, who have not made payment for the same, in trust for the seller, and the seller may, in any of the said events, either in its own name or in the name of the buyer, make claim to and issue proceedings to recover the sale price of such goods.
      - c) In respect of any goods that are mixed with, or used as constituent parts of a product manufactured or constructed by the buyer for on-sale to third parties, immediately upon such manufacturer and construction occurring, the buyer agrees to store resulting product in a separate, identifiable part of the buyer's premises. All proceeds of the sale shall be held for the account of the seller in the bank account operated as aforesaid.

**9. EVENTS OF DEFAULT**

For the purposes of these terms and conditions, an "event of default" on behalf of the buyer shall be one or more of the following:-

- (i) Any default specified in any contract, whether between the buyer and the seller, or the buyer and any third party.
- (ii) The buyer becomes insolvent.
- (iii) The buyer ceases, or threatens to cease, to carry on its business.
- (iv) A Receiver, Liquidator, Official Assignee or Statutory Manager of the buyer's assets is appointed.
- (v) The buyer convenes a meeting of the buyer's creditors, or the buyer proposes a scheme of arrangement with the buyer's creditors, or the buyer suspends payments to the buyer's creditors generally.
- (vi) Any cheque tendered in payment by the buyer, or on behalf of the buyer, for the payment of any debt owing to the seller, is not honoured on presentation.
- (vii) Any judgement of any court that is not stayed or satisfied within (7) seven days.
- (viii) Change in the effect of control and/or management of the buyer.
- (ix) Any default under the terms of any lease for the premises on which any, or all, of the goods are stored.
- (x) Any other event, which in the opinion of the seller, gives rise for concern as to the timely payment of its debts. Notwithstanding the passing of time since the default event, the seller can invoke the provision of this clause at any time.

**10. ERRORS OR OMISSIONS**

Clerical errors or omissions, whether in computation or otherwise, in any quotation, acknowledgements, or invoice, shall be subject to correction.

**11. DESCRIPTIONS OF PRODUCTS.**

Modifications and improvements to the seller's products are constantly being made. Descriptions, illustrations and prices are therefore not binding on the seller.

**12. DISPUTES**

In the event that any part of an invoice is disputed, the amount not under question shall be paid promptly, according to applicable payment terms. Any claim or dispute arising hereunder shall be subject to arbitration.

**13. PROFESSIONAL INDEMNITY AND DUE DILLIGENCE**

The Seller shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of, or defect in, the goods or services, nor for any special, indirect, economic or consequential loss or damage howsoever arising, or howsoever caused (including loss of profit or loss of revenue), whether from negligence, or otherwise, in connection with the supply, functioning or use of the goods. Any liability of the seller shall, in any event, be limited to the services paid for by the buyer, in the year in which the event of default arises.

**13. FORCE MAJEURE**

The seller shall not be liable to the buyer for any loss or damage, directly or indirectly arising out of, or in connection with, any delay in delivery of the goods, or failure to perform any term of this contract, where such a delay or failure is caused directly or indirectly by an Act of God, fire, armed conflict, labour dispute, civil commotion, intervention of a Government, inability to obtain labour, materials, facilities, accidents, interruptions of, or delay in transportation, or any other cause beyond the seller's control.

**14. COMPLIANCE**

The Buyer shall be solely responsible for obtaining any necessary permits, under and for compliance with all legislation, regulations, by-laws, or rules, having the force of law in connection with the installation and operation of the goods.

**15. PROPER LAW**

The contract and these conditions of sale shall be governed by the capital laws of England and NI, and the English and NI courts shall have exclusive jurisdiction in connection herewith. For further information regarding GES Group's response to products and/or goods legally "abandoned" on our sites - please see our **Abandoned Goods Policy**.