

# TERMS AND CONDITIONS

## APPLICATION OF CONDITIONS

The 'Company' means ConnectorCo Ltd. (trading as ConnectorCo). The 'Customer' means any person, firm, or company purchasing the goods or services supplied by the Company. Unless otherwise agreed in writing these Conditions shall prevail over any conditions stipulated by the Customer.

## LOSS OR DAMAGE IN TRANSIT

The Company will replace goods which fail to arrive or which arrive in a damaged condition. However, in order to comply with the terms of the Company's own insurance policy, notification of loss or damage of the goods in transit must be made to the Company in writing, within 7 days of the date of despatch, failing which no claim in respect of such loss or damage will be entertained by the Company.

## DELIVERY

The Company undertakes to use its best endeavours to despatch the goods on the agreed date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract, unless expressly stipulated in writing by the Company. Goods are delivered by carriers over whom the Company has no control and therefore the Company shall not be liable for the consequences of any delay in transit. A reasonable extension of time for delivery shall be granted if delayed by strikes, lock-outs, fire, defective materials, delays in receipt of raw materials and components or any other reason beyond the reasonable control of the Company. In the event of goods ordered and subsequently returned for any reason the Company reserves the right to effect a handling charge.

## DISCREPANCY

The Customer will inspect the goods upon arrival and if they do not correspond in nature to the goods ordered, will give the Company written notification of any discrepancy within 7 days of the date of despatch, failing which the Customer shall be deemed to have accepted the goods.

## DEFECTIVE GOODS AND CONSEQUENTIAL LOSS

The Company guarantees that the goods are free from defects and are of merchantable quality but it is for the Customer to satisfy themselves that the goods are fit and suitable for the purpose for which they require them. Defects in goods delivered shall not be grounds for cancellation by the Customer of the remainder of any order or contract. It is expressly agreed and understood by the Customer that the Company'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 Company 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.

## QUOTATION

All quotations provided by the Company are valid for 30 days from the quotation date.

## PRICE

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

## PAYMENT

Payment of the goods is due without any deduction either with the order if the Customer does not have a credit account, or within 30 days of the date of the invoice if the Customer does have a credit account. If payment of the price or any part of it is not made by the due date the Company shall be entitled to charge interest on overdue accounts at the rate of 2.5% per month and any further deliveries may be suspended until the account is paid in full together with any interest. In the event of non-payment of any outstanding debt the Company reserves the right to claim for the whole of the balance owing.

## RESERVATION OF TITLE

The legal ownership in the goods shall not pass from the Company to the Customer until they have been paid for in full. Until property in the goods passes from the Company to the Customer as aforesaid the Customer shall hold the goods as bailee of the Company. Where goods are supplied under a contract order with delivery in installments over an extended period, then the order is to be regarded as a whole so that the property in none of the goods passes until all the goods, the subject of the contract order, have been paid for in full.

## SPECIFICATION

Goods described in the Company's literature or elsewhere are subject to a continuing process of technical change and development and the Company therefore reserves the right to alter specifications without notice at 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 Customer that goods supplied may not comply in all respects with the description in the Company's literature or elsewhere.

If a sample of goods has been exhibited to and inspected by the Customer the contract shall not constitute a sale by sample.

## FORCE MAJEURE

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

## CANCELLATIONS

The Customer shall not be entitled to cancel an order for goods or services once accepted in whole or in part except by prior arrangement with the Company and against prior payment of a reasonable cancellation charge to be specified by the Company.

## LAW

This contract shall in all respects be construed and operate as an English contract, conform to and be governed by English law and be subject to the jurisdiction of the English Courts.