

# Terms and Conditions of Sale



## Conditions of Sale

1. **General** All goods supplied by us are sold only upon the following conditions. The placing of an order for any such goods, or the acceptance of our quotation or tender or of delivery of the goods, includes acceptance of the following conditions. Unless expressly agreed by us in writing, any other terms and conditions (including any which may be contained in your order) are excluded. Unless expressly incorporated in our quotation or tender, all descriptions, illustrations, drawings, dimensions, weights, measures, specifications, standards of performance or other descriptive matter or pre-contractual statements are approximate only and shall not form part of the contract. Our record of any order placed by you verbally shall be conclusive as to the type and quantity of produce and the point and date of delivery.
2. **Validity** Unless previously withdrawn, our quotation is open for acceptance within the period stated therein or when no period is so stated, within 30 days after its date, and is subject to written confirmation by us at the time of acceptance. All goods are offered subject to their being available upon receipt of order.
3. **Delivery** Unless otherwise specified, the price quoted includes delivery to any premises specified by you within our van delivery area. The risk in all goods passes to you when they first enter those premises or are placed in store under Clause 5. We reserve the right to choose the method of transport, to charge for deliveries outside our van delivery area and to charge you with all manufacturers' carriage charges for special items.
4. **Delivery Times** Any times quoted for delivery are to date from receipt by us of your written order and all necessary information to enable us to put the work in hand.
5. **Delay in Delivery** If we do not receive sufficient forwarding instructions within 7 days after notification that the goods are ready for despatch, you will either take delivery or arrange for storage. Otherwise we shall be entitled to arrange storage on your behalf and at your risk, either at our own works (making a charge of 1.5% of the invoice value of the goods per month) or elsewhere; we shall also be entitled to payment as if the goods had been duly delivered. All charges for storage, insurance or demurrage will be payable by you.
6. **Acceptance** Unless you give us written notice within 3 working days from the date of delivery that the goods are not in conformity with the contract, you are deemed to have accepted the goods.
7. **Passing of Property** Notwithstanding delivery, all goods supplied by us will remain our absolute property until you pay us in full for them and for all other goods previously supplied by us. You will store the goods in such a way that they are readily identifiable as our property, but you may, as trustees for us, sell them to a third party in the normal course of your business. Upon any sale by you of the goods (either alone or with other items) all rights, which you have against the buyer, shall automatically vest in us. We shall be entitled, immediately after giving notice of our intention to repossess; to enter upon any premises with such transport as may be necessary and repossess any goods to which we have title under this Clause.
8. **Loss or Damage in transit.** Any shortage or damage must be clearly stated upon the driver's Delivery Sheet and a written statement of the facts received at our branch and by the Carrier (if not ourselves) within 3 working days after the date of delivery, otherwise no claim will be entertained. The package and contents should be retained for examination.
9. **Packing etc.** Crates, cases, pallets, stillages or skids or other types of returnable packaging are not included in the quoted price, and will be charged at current rates. You will, however, be credited with the amount charged when it is returned to us in good condition within 14 days of the date of our invoice. Cable drums will be charged in accordance with the makers' drum schedules.
10. **Prices** All goods are sold subject to the prices and any relevant discounts ruling at the time of delivery. Our prices, discount rates and Conditions of Sale may be altered at any time without notice.

All discounts and prices are calculated upon a "whole order" or "majority of the order" basis. If, when placing your order you select only certain items or reduced quantities are specified, we must reserve the right to review the discounts and prices at which such orders are accepted.

11. **Payment** in full without retention or set-off shall be due not later than the end of the month following that in which the goods were delivered, or on earlier demand. If you do not comply punctually with these terms of payment we reserve the right to charge you interest on any amount overdue at the rate of 8% over the Bank of England base rate current for the time being, and without notice suspend further deliveries until all arrears (including interest) have been paid and, at our option, to rescind any subsisting contract with you as to all or any parts of future deliveries but without prejudice to any rights already accrued to us under such contracts.

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- 12. Performance** It is your responsibility to determine that the goods are sufficient and suitable for the purpose to which they are to be put. We 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. We shall in no way be liable for any direct or consequential damage, loss or expense arising from any defect or inefficiency by the manner in which the goods are used.
- 13. Defects after delivery** All goods supplied by use are manufactured by others. Accordingly we shall pass on to you the benefit of the warranty, if any, given by the manufacturer of the goods. Our liability under this Clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods, and we shall not be under any liability, whether in contract, tort or otherwise, in respect of any defect in goods delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith.
- 14. Return of Goods** In no circumstances may goods supplied against a firm order be returned without prior consent and the relevant returns number and the receipt of your advice note stating the reason for the return. All goods returned must be securely packed and unless we arrange collection, consigned carried paid. We reserve the right to make a handling charge, and the issue of our collection note will not bind us to any credit in respect of the goods.
- 15. Termination** We may, without prejudice to our other rights and remedies determine the contract or any unfulfilled part of it or withhold further deliveries or make partial deliveries if:-
- you fail to make payment on the due date under this or any contract between us;
  - you purport to cancel or suspend or commit any breach of this or any other contract between us;
  - you become insolvent or make any composition with your creditors or have a receiver appointed of all or any part of your undertaking or assets or go into liquidation (save for the purposes of amalgamation or reconstruction) and we shall be entitled to recover from you our loss including any loss of profit or loss of re-sale.
- 16. Waiver** Any failure by us to enforce any or all of the Conditions shall not be construed as a waiver of our rights hereunder.
- 17. Product Certificate** The first copy of any Test Certificate will be FREE unless charged to Dron & Dickson by the manufacturer, thereafter subsequent copies will be charge at £10.00 per copy.
- 18. CE Marking** We shall guarantee that goods supplied by us will conform to European Directive 93/68/EEC. In the event that a request for goods does not meet this criterion, except where items are specified by the Purchaser, we will hold and highlight pending Purchaser approval and written acceptance of non-approved electrical equipment.
- 19. Anti-Bribery Compliance** If carrying out services or activities on our behalf, you shall: comply fully with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; read and comply fully with Dron & Dickson's Statement of Ethics (refer to website for copy); maintain in place throughout the term of this agreement your own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant laws; immediately report to Dron & Dickson any request or demand for any undue financial or other advantage of any kind received by you in connection with any activity carried out on our behalf; ensure that any person associated with you who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you in this clause.
- 20. WEEE Regulations** Electrical and electronic waste is the fastest growing waste stream in the UK. Around 1.8 million tonnes are generated every year. The Waste Electrical and Electronic Equipment (WEEE) Regulations aim to reduce the amount of this waste going to landfill and improve recovery and recycling rates.

The following condition applies in relation to business to business transactions excluding sales to re-sellers. The Buyer shall be responsible at its cost for the collection, treatment, recovery and environmentally sound disposal of:

- all WEEE arising or deriving from the Goods; and
- all WEEE arising or deriving from goods placed on the market prior to 13 August 2005 where such goods are to be replaced by the Goods and the Goods are of an equivalent type or are fulfilling the same function as that of such goods;
- comply with all additional obligations placed on the Buyer by the WEEE Regulations

Further information in respect of the arrangements can be found at <http://www.netregs.gov.uk/netregs/topics/WEEE/default.aspx>

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If requested, we can provide contact information for the WEEE producer. The producer's compliance scheme is responsible for the end-of-life handling of WEEE. As a distributor we have no obligation to take back WEEE from business users

- 21. ROHS compliance** We will ensure compliance with the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS). This came into force on the 1st July 2006, and is an article 95 single market directive. In short, it ensures that new products brought onto the market after 1st July 2006 do not contain more than an agreed amount of "black listed" chemical substances. Our supply chain is bound by our terms and conditions to comply with this legislation.
- 22. The Waste Battery and Accumulators Regulations 2009** In accordance with the European Battery Directive we have implemented an efficient battery recycling programme to minimise the environmental impact. We do this in conjunction with our waste management providers, who are able to deliver sustainable services to our customers. Please contact our sales departments for further details.
- 23. ATEX Compliance** - All hazardous area equipment supplied by Dron & Dickson is compliant to the ATEX directive 94/9/EC that became mandatory on 30 June 2006 except where items are specified by the Purchaser. In the event that a request for goods does not meet this criterion, we will hold and highlight pending Purchaser approval and written acceptance of non-approved electrical equipment.