

# terms & conditions of sale



## INTERPRETATION

In these Conditions the following expressions shall have the following meaning:-

- "CIE"** means CIE-Group Limited.
- "Customer"** means the person firm company and or any other organisation who accepts a quotation of CIE for the sale of Goods or whose order for the Goods is accepted by CIE.
- "Goods"** means the goods (including any instalment of the goods or any parts of them) which CIE is to supply in accordance with these Conditions.
- "Contract"** means the contract for the purchase and sale of the Goods.

## ACCEPTANCE

These Terms and Conditions supersede any Terms and Conditions proposed by the Customer and these Conditions shall govern the Contract to the exclusion of any other Terms and Conditions. These Conditions may not be varied except with the written consent of CIE.

All and any business undertaken by CIE is transacted subject to the Conditions hereinafter set out. Should the Customer wish to contract with CIE otherwise than subject to these Conditions special express arrangements should be made and such arrangements shall only apply and be binding on CIE if made in writing and signed by a Director or Secretary of CIE. Should any of these Conditions conflict with any conditions stated in the Customer's order then these Conditions shall prevail. Any conduct by the Customer in confirmation of any transaction with CIE after receipt by the Customer of an acknowledgement of order shall constitute unqualified acceptance by the Customer of these Conditions.

## PRICES

Published prices are ex works and are subject to change without notice. The price of the Goods shall be CIE's quoted price or, where no price has been quoted, the price listed in CIE's published ex-works price list current at the date of despatch of the Goods.

## VALUE ADDED TAX

Prices quoted exclude VAT, or any other tax or duty payable by the Customer, and will be charged and paid by the Customer in accordance with VAT and other appropriate legislation when the Goods are despatched.

## ORDERS

Telephone orders require subsequent written confirmation which must be clearly marked "CONFIRMATION" otherwise CIE will not accept responsibility for duplication of despatch. CIE reserve the right to refuse acceptance of an order particularly if an account is in arrears. No order may be cancelled without CIE's written consent. Such cancellation shall be made only upon terms that the Customer will indemnify CIE for any loss or damage resulting from such cancellation. Customers may be required and shall sign an order acknowledgement form detailing cancellation charges.

## DELIVERY

Goods are normally supplied ex-stock. Where an out-of-stock situation arises the specified delivery times will apply but are to be treated as estimates only and for the avoidance of doubt time of delivery shall not be of the essence of the Contract. CIE shall not be liable for any delay in delivery of the Goods howsoever caused. Customers using CIE's eCommerce facility should check stock availability with our sales department; if CIE is unable to despatch goods so as to achieve the Customer's requested delivery time CIE will contact the Customer at the earliest opportunity for further instructions. Carriage is charged based on weight and delivery service. Special delivery requirements must be made in writing. Risk in the Goods passes upon delivery, which is when CIE or its appointed carrier delivers the Goods to the Customer or to his appointed agent, who may be the Customer's carrier. Where the Goods are to be delivered by CIE in instalments, each delivery shall constitute a separate Contract and failure by CIE to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole repudiated.

## PAYMENT

Customers without an account must make payment for the Goods and carriage by cash, cheque or credit card upon making the order. If payment is made by cheque, Goods will be released/delivered once the payment has cleared.

## CREDIT

Account facilities will normally be provided to Customers after completion and return of an application form; trade references may be required. CIE reserve the right to refuse credit at any time and to withdraw credit facilities without notice. CIE's Terms and Conditions of Sale are deemed to have been accepted upon the completion of the account application form. Where credit terms are granted, invoices are due for payment by the end of the month following that of despatch. CIE shall be entitled to interest, calculated at 4% above base rate for the time being of Barclays Bank Plc on all amounts over due from the date upon which payment became due to the date of actual payment. The above payment terms shall be of the essence of the Contract. If partial deliveries are made, each delivery shall be invoiced separately and paid for when due, without regard to other deliveries which may have been made for the same order number, job number, etc.

## OWNERSHIP

Notwithstanding delivery and passing of risk in the Goods or any other provision in these Conditions, the property in the Goods shall not pass to the Customer until CIE has received in full in cash or cleared funds the price of the Goods and the price of any other Goods supplied by CIE to the Customer in respect of which payment is outstanding. Until property in the Goods passes from CIE to the Customer as aforesaid the Customer shall hold the Goods as bailee of CIE. Acceptance of Goods is deemed to be an acceptance of this clause and of these Conditions.

## RETURNS

Goods correctly supplied may not be returned without CIE's prior agreement. If a return in principle is accepted by CIE a Returns Authorisation Number will be advised and this must be clearly marked on the outer packaging and be quoted in any matters arising. Goods returned for credit must be in the original, unopened, product packaging and in "as new" condition and received by CIE within 7 days of date of receipt by the Customer. Returned Goods are at the Customer's risk and expense and it is the Customer's responsibility to provide proof of delivery of any return. Goods are not supplied on a sale or return basis and under no circumstances will Goods that have been used be considered for credit.

A handling charge of 15% of the invoiced value of the Goods will be made for Goods returned after 7 days and a charge of 30% for Goods returned after 30 days.

Certain Goods are excluded from this right to return, including software and specially procured or constructed items and any Goods containing any of the hazardous substances referred to in the Restriction of the Use of Certain Hazardous Substances in Electrical or Electronic Equipment Regulations 2004.

## NON-DELIVERY, SHORTAGE OR DAMAGE CLAIMS

Any damage to Goods in transit should be notified within 2 days of receipt by the Customer; damaged Goods and their packaging should be held for inspection. If Goods are not received within 7 days of the date of invoice CIE should be notified immediately. CIE will replace any Goods which are found to be faulty or short-shipped provided that CIE is notified in writing detailing the fault or short shipment within 7 days of receipt by the Customer. CIE will not be liable for rectifying any such discrepancy or damage if notification is made more than 7 days after delivery.

## REPAIRS

Goods returned for repair are entirely at the Customer's risk and should be notified to CIE in writing in advance. Repairs will only be undertaken upon written acceptance of our quotation. CIE does not accept responsibility for carriage. Repair of goods under warranty can only be undertaken if a description of the fault is supplied.

## WARRANTY

CIE warrants to the Customer that the Goods supplied in accordance herewith will be free from defects in workmanship and materials for a period of twelve months from the date of despatch of the Goods. This warranty does not apply in the event of misuse or abuse of the Goods or as a result of unauthorised alterations or repairs. It is void if any original serial number is altered, defaced or removed. Any Goods for repair under warranty must be delivered carriage paid to our premises with details of the CIE invoice identifying the sale thereof and a description of the fault.

## LIABILITY

CIE will endeavour to ensure that the information in any sales literature is correct. However, CIE cannot accept any liability for discrepancies arising from the sale or use of Goods supplied. CIE shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow CIE's instructions, misuse-use or alteration or repair of the Goods without CIE's written approval. CIE will be under no liability in respect of any defect if the total price of the Goods has not been paid by the due date.

Any indulgence granted by CIE to the Customer or any waiver by CIE of its rights under these Conditions in respect of any particular delivery or series of deliveries shall not be deemed to be a waiver of CIE's rights in respect of any further delivery nor to be an agreement to confer the same indulgence in respect of any subsequent deliveries.

Except in respect of death or personal injury caused directly by CIE's negligence, CIE shall not be liable to the Customer by reason of any representation or any implied warranty condition or other term, or any duty at common law or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever and whether caused by the negligence of CIE, its employees or agents or otherwise, which arise out of or in connection with the supply of the Goods or the use or resale of the Goods by the Customer, except as expressly provided in these Conditions. The extent of CIE's liability under these Conditions shall be limited to either replacement of the Goods which are faulty or damaged or crediting the value of the faulty/damaged Goods as invoiced upon their return by the Customer to CIE.

## FORCE MAJEURE

CIE will not be liable for any delay in or failure to perform any of its obligations hereunder if the delay or failure is caused by circumstances outside the reasonable control of CIE. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond CIE's reasonable control:-

Act of God, explosion, flood, tempest, fire or accident, war, sabotage, insurrection, civil disturbance or requisitions, acts, resolutions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority, strikes, lock-outs or other industrial actions or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

## INDEMNITY

The Customer shall indemnify CIE against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities in excess of the liability of CIE in accordance with these Terms and Conditions suffered or incurred by CIE in the performance of its obligations under any Contract to which these Terms and Conditions apply including any liability to indemnify any other person or company including the Customer.

## LEGAL CONSTRUCTION

These Conditions and the Contract to which this document relates shall in all respects be construed and operate in accordance with English Law. These Conditions do not reduce or diminish any statutory rights or duties under the Sale of Goods Act (1979) and Supply of Goods and Services Act (1982) or Common Law rights of either party. All Contracts concluded with CIE shall be governed by English Law and any dispute arising out of any such act or Contract shall be within the exclusive jurisdiction of the English Courts.