

# L. H. EVANS

## TERMS AND CONDITIONS OF SALE

Unless otherwise stated in writing the following conditions shall apply:

- 1. DEFINITIONS**
  - (a) "Seller" means L. H. Evans Limited, Reg No. 1242420, or in case of Bristol Branch, L. H. Evans (Bristol) LLP Reg No. OC321369, whose registered office is Ocean Way, Ocean Park, Cardiff CF24 5HH.
  - (b) "Purchaser" means the person who accepts a quotation of the Seller for the sale of the goods or whose order for the goods is accepted by the Seller.
  - (c) "Goods" means the goods including any instalment of the goods or any parts of them which the Seller is to supply in accordance with these conditions.
  - (d) "Contract" means the contract for the purchase and sale of the goods.
  - (e) Any further reference in these Terms and Conditions to L. H. Evans should be read as L. H. Evans (Bristol) LLP for despatches from Bristol Branch or L. H. Evans Limited in all other cases.
- 2. QUOTATIONS AND ACCEPTANCE**
  - (a) Quotations are valid for thirty (30) days and represent no obligation until L. H. Evans accepts the Purchaser's order.
  - (b) L. H. Evans. Conditions shall apply to the entire exclusion of those of the Purchaser, and no variation thereof shall be binding on L. H. Evans, unless and until accepted in writing by a duly authorised person on behalf of L. H. Evans.
  - (c) Telephoned Orders will be accepted only with the Purchaser's Official Order number. Any written confirmation of such orders must contain the confirmation reference given by L. H. Evans, at the time of order failing which any duplication of delivery must be accepted and paid for by the Purchaser.
- 3. PRICES**

All prices quoted are subject to alteration without prior notice and prices charged will be those current at the time of despatch of the goods, and will include any increase due to any act or default of the Purchaser, including without limitation the cancellation by the Purchaser of part of any order or non-adherence to agreed call-off or schedule delivery arrangements.
- 4. DELIVERY**
  - (a) Every effort will be made to fulfil promises of delivery, but no liability for failure to do so can be accepted. Certificate of Conformity for goods supplied will normally be provided free of charge.
  - (b) L. H. Evans reserves the right to deliver in more than one consignment and to invoice each consignment separately.
  - (c) Call-off arrangements or scheduled deliveries can only be accepted if the price of each shipment exceeds £25.
  - (d) Time for delivery shall not be of the essence unless previously agreed by the Seller in writing.
  - (e) Where the goods are delivered in instalments each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions, or any claim by the Purchaser in respect of any one or more instalments, shall not entitle the Purchaser to treat the contract as a whole as repudiated.
- 5. CARRIAGE AND PACKING**
  - (a) Carriage and packing is chargeable on all orders.
  - (b) Where goods are specially obtained from manufacturers and a carriage charge is made, we reserve the right to pass this charge on. Cable drums are charged in accordance with the maker's cost. If drums are not returned within six months after despatch, the following charges will be made:
    - 6 - 12 months — 30% of purchase price will be deducted.
    - 12 - 24 months — 70% of purchase price will be deducted.
    - Over 24 months — No credit of cost will be given.
- 6. DAMAGE OR LOSS IN TRANSIT**

We accept no liability for any loss resulting from the customer's failure to comply with our carrier's requirements with respect to notification of damage, shortage or non-deliveries of goods. Notification of such damage or shortage should also be made to us within 3 days of receipt of goods.
- 7. RETURNS**

Goods supplied in accordance with customer's orders cannot be accepted for return without our prior consent. Returned goods must be sent carriage paid. We reserve the right to levy handling charges where goods are returned for credit or replacement. Such goods must be in original condition and will be subject to a minimum charge of 20% of invoice value and VAT.
- 8. CANCELLATIONS**
  - (a) Cancellations will not be accepted for non-catalogued items.
  - (b) If L. H. Evans agrees to accept cancellation or part cancellation of an order for catalogued items a charge of 50% of total order price will be made.
- 9. LIEN**
  - (a) Legal title to the goods shall remain with L. H. Evans, until such time as L. H. Evans has received payment of the price of the goods and of the price of any other goods or services previously or subsequently supplied.
  - (b) Notwithstanding the retention by L. H. Evans of legal title to the goods, (i) risk in the goods shall pass to the Purchaser on delivery to the Purchaser's delivery address and the Purchaser shall arrange for L. H. Evans's interest in the same to be noted on all relevant insurance policies, and (ii) L. H. Evans shall be entitled to maintain an action against the Purchaser for the price of the goods or any part thereof.
  - (c) The Purchaser may exercise its right to sell the goods as the fiduciary agent of L. H. Evans. In the usual course of the Purchaser's business but such right:
    - (i) may be revoked at any time by L. H. Evans, giving notice to that effect if the Purchaser is in default for longer than seven days in the payment of any sum whatsoever due to L. H. Evans, (whether in respect of the goods or of any other goods or services supplied at any time by L. H. Evans to the Purchaser or for any reason whatsoever) or if L. H. Evans has bona fide doubts as to the solvency of the Purchaser, and
    - (ii) shall automatically cease if a receiver, manager or administrator is appointed over the assets, undertaking or property of the Purchaser, or a winding up or administration order against the Purchaser is made or petitioned, or any petition or order in bankruptcy against the Purchaser is presented or made, or the Purchaser goes into voluntary liquidation (otherwise than for the purposes of reconstruction or amalgamation while solvent) or calls a meeting of, or makes arrangements or compositions with creditors.
  - (d) Upon determination of the Purchaser's rights of sale under Condition (c) (i) or (c) (ii) above, the Purchaser shall place the goods at the disposal of the Seller (who shall be entitled to enter into any premises of the Purchaser or any third party where the goods are stored for the purpose of removing the goods and to remove the goods from the said premises) and/or as the case may be, pay to the Seller the proceeds then held by the Purchaser as trustee for the Seller in accordance with Condition 9(a).
- 10. PAYMENT AND SET OFF**
  - (a) Payment must be received by us not later than the last working day of the month following the date of despatch, except where L. H. Evans stipulates C.W.O. or C.O.D. Permitted cash discounts will be disallowed if payment is not received by the due date. In the event of default in payment by the due date, we reserve the right to charge interest on money overdue (at Bank Base Rate plus 3%) and to suspend deliveries or terminate the contract.
  - (b) Value Added Tax is payable without deduction and is calculated on the cash discounted value of each invoice.
  - (c) Payment shall not be withheld on account of any claim by the Purchaser against L. H. Evans. L. H. Evans reserves the right to suspend deliveries where payment for any order, related or otherwise, has not been made by the due date and remains outstanding.
  - (d) If at any time any sum of money becomes payable by L. H. Evans to the Purchaser under or in connection with the contract or any breach thereof by L. H. Evans, L. H. Evans shall be entitled in addition to any other rights of set-off conferred by law, to set-off against such sum any amount then due, or which may at any time thereafter become due to L. H. Evans from the Purchaser (or any other Company owned by L. H. Evans) under the contract or any other contract, order of transaction between L. H. Evans (or any such other company) and the Purchaser.
  - (e) Payments for exports from the UK shall be made in the UK through an irrevocable letter of Credit established in favour of L. H. Evans and confirmed by a London Clearing Bank. The letter of Credit shall (i) have an initial validity equal to the delivery period plus one month (ii) permit part shipments and (iii) provide for the release of each shipment of 100% of the contract value thereof.

No liability to delivery goods shall arise before L. H. Evans received such a letter of Credit.
- 11. STORAGE**

When delivery is delayed for reasons attributable to the Purchaser or its agents (a) storage and other additional costs will be charged to the Purchaser, (b) the goods will be at the Purchaser's risk from the date of commencement of such delay, (c) the original delivery date shall be the date of commencement of any guarantee and (d) L. H. Evans will invoice the price on the original delivery date.
- 12. GUARANTEE**

L. H. Evans liability in respect of all goods supplied shall be limited to giving the customer the benefit of any guarantee or warranty given to the Company by the Manufacturer of such goods. L. H. Evans shall not be under any other liability whatsoever or howsoever arising and all conditions and warranties expressed or implied by any custom or trade usage are hereby expressly excluded.
- 13. FORCE MAJEURE**

L. H. Evans shall have no liability in respect of failure or delay in delivery or in performance of any obligations under the contract due to any cause outside L. H. Evans control, including but not limited to, act of God, fire, floods, war, civil disturbances, riot, act of Government, currency restrictions, industrial disputes, unavailability of materials or failure of supplier, carrier or sub-contractor to deliver on time.
- 14. ERRORS AND OMISSIONS**

L. H. Evans reserves the right to amend any accidental errors and omissions without liability.
- 15. TERMINATION**

If the Purchaser commits any breach of the terms and conditions of the contract or suffers distress or execution or becomes insolvent or commits an act of bankruptcy or enters into any arrangement or composition with his creditors or goes or is put into liquidation (other than solely amalgamation or reconstruction while solvent) or if a receiver or administrator is appointed over any part of the Purchaser's business, L. H. Evans may without prejudice to any rights which may have accrued or which may accrue to it terminate the contract summarily by written notice.
- 16. SUPPLY OF GOODS**

All goods are supplied in accordance with Section 6 (1-10) of the Health and Safety at Work Act 1974, and as far as reasonably practicable they are safe and without risk to health when properly used.
- 17. LIMITATION OF LIABILITY**

The seller is not the manufacturer of the goods supplied nor is it aware of any use or contract to which the goods supplied are to be applied. The seller shall not be liable for any claim for damages (other than in the case of death or injury caused by the seller's negligence) in excess of the price of the goods supplied. It shall be the duty of the purchaser to insure against any remoter or greater loss.
- 18. LAW**

Any question relating to any quotation or any contract subject to these Conditions or agreed amendment of these Conditions shall be determined in all respects by the Laws of England.