



**Electronic**  
Excellence Ltd

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## Terms and Conditions of Sale

### General

The “seller” is Electronic Excellence Ltd. The “buyer” is any person or company who buys or has agreed to buy goods from the seller. “Goods”, means goods or services provided by the seller in accordance with the sellers standard terms and conditions.

### Price

Quotations, unless previously withdrawn are open for acceptance by seller within 30 days only from quotation date. Prices quoted are ex-works and do not include VAT or other taxes. Prices to the buyer are not subject to change without prior written notice and mutual agreement and only where seller has incurred increased unforeseen or variable costs due to exchange rate change, import duty change, increase prices from supplier or surcharges. In any event the seller retains the right to invoice at price mutually agreed at time of despatch of goods.

### Delivery

Delivery dates quoted by seller are best estimates only and in regard to such dates, time shall be deemed to be of the essence. Late delivery does not entitle buyer to cancel his order. Non delivery of goods, or receipt of damaged goods must be notified to seller and carrier within 10 days of receipt of invoice for goods.

### Payment

Payment are due on demand but in any case must be paid no later than 30 days past the due date of the relevant invoice. The seller reserves the right to suspend deliveries where payment is not received 30 days past the due date of the relevant invoice.

Without prejudice to other rights, interest at 8 % above base rate, shall be payable on any payment which is overdue until actual payment, notwithstanding any statement to the contrary by the buyer, we shall be entitled in our absolute discretion to appropriate any payment received by us, from the buyer, towards any indebtedness of the buyer with us, whether under this or under any other contract.

### Ownership and Risk

The risk in the goods shall pass to the buyer on delivery of the goods. Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment of the full price of (a) all goods and/or services the subject of the contract and (b) all other goods and services supplied by the seller under any contract whatsoever.

Payment of the full price shall include, without limitation, the amount of any interest, or other sum, payable under the terms of this and all other contracts between the seller and the buyer.

### Cancellations and Reschedules

Requests to cancel or reschedule orders must be made in writing by the buyer to the seller. The seller is under no obligation to accept such cancellations or reschedules. Without prejudice, the

seller reserves the right to make a charge on the buyer to recover the costs and loss of profit incurred by seller due to such cancellation or reschedule.

### **Change of Design**

The goods will be supplied substantially to the design described in the order.

Whilst every effort is made by the seller to ensure the accuracy of any technical data or literature made available in relation to the goods, the supplier accepts no liability for any damage or injury arising from any errors or omissions in such technical data. The seller makes no guarantee that products offered as an alternative to a request for quotation or supply of products by the buyer, will be an exact alternative, and it will be the responsibility of the buyer to fully test any such product before purchase. As such, the buyer accepts that they have no claim whatsoever on the seller, in the event of non-conformance of such products.

### **Warranty**

The seller guarantees to refund the cost of or at its discretion to repair or replace free of charge, any of the goods found to its satisfaction to be defective owing to faulty design, materials or workmanship within 30 days of the date of delivery to the buyer, provided that in the case of goods, not of the sellers manufacture, its liability under this clause shall in no circumstances extend beyond any corresponding liability to the seller or manufacturer of such goods.

All other warranties, conditions and statements, expressed or implied, statutory or otherwise, are excluded. Subject as aforesaid, the seller shall be under no liability in contract or in tort for any loss, damage, death or injury arising directly or indirectly out of the supply or use of the goods. As agreed, warranty for each part sold will be confirmed in writing at time of Quotation and or Invoice.

### **Force majeure**

The seller shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations to the buyer, due to any cause of whatsoever nature outside of the reasonable control of the seller including but not limited to causes arising from acts or omissions of the buyer.

### **Origin of goods**

The seller makes no representation and gives no warranty in respect of the source or origin of the manufacture of the goods.

### **Export control regulations**

Some or all of the goods supplied by the seller may be subject to export control regulations. Such goods may not be exported by the buyer without prior approval of the relevant authorities. It is the responsibility of the buyer to obtain such approval.

Under no circumstances shall the seller be liable for any loss or damages incurred by the buyer as a result of buyers contravention of any export control regulations.

### **Law**

These conditions shall be governed and construed in accordance with the laws of Northern Ireland January 2005.

Signed: \_\_\_\_\_

Dated : \_\_\_\_\_

On Behalf of : \_\_\_\_\_