

# BUSINESS TO BUSINESS TERMS AND CONDITIONS FOR SALE OF GOODS SALE OR RETURN

## 1. **Definitions**

<b>Seller</b>	means PS Electrical Services (1998) Ltd of Unit 17E Bewdley Business Park, Longbank. Bewdley. DY12 2TB.
<b>Buyer</b>	the person who buys or agrees to buy the goods from the Seller.
<b>Conditions</b>	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
<b>Goods</b>	the items which the Buyer agrees to buy from the Seller as set out in the Schedule.
<b>Price</b>	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
<b>Return Date</b>	means the earliest date on which the Buyer may return the Goods in accordance with the sale or return provisions of clause 11.
<b>Returned Goods</b>	means any Goods which the Buyer returns to the Seller in accordance with the sale or return provisions of clause 11.

## 2. **Conditions**

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

## 3. **Price**

The Price shall be the price quoted on the Seller's confirmation of order.

## 4. **Payment and Interest**

- 4.1 Payment of the Price and VAT shall be due on the date of the Seller's invoice.
- 4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

## 5. **Goods**

- 5.1 The Goods are described in the Schedule.
- 5.2 The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

## **6. Warranties**

- 6.1 The Seller warrants that for a period commencing on the date of delivery of the Goods (Warranty Period), this period will be dependent on goods purchased and the warranty period will be advised at the time of purchase that the Goods shall:
- 6.1.1 conform with their description;
  - 6.1.2 be of satisfactory quality with the meaning of the Sale of Goods Act 1979; and
  - 6.1.3 be fit for any purpose held out by the Seller.

## **7. Delivery of the Goods**

- 7.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.

## **8. Acceptance of the Goods**

- 8.1 The Buyer shall be deemed to have accepted the Goods upon delivery to the Buyer.
- 8.2 The Buyer shall carry out a thorough inspection of the Goods within 3 days and give notice in writing to the seller after discovering that some or all of the goods do not comply with the Warranty above, the Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.
- 8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

## **9. Title and risk**

- 9.1 Subject to the provisions of clause 12 risk shall pass on delivery of the Goods to the Buyer's address.
- 9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them has been paid in full.

## **10. Carriage of Goods**

Carriage will be chargeable on all sales, as described.

## **11. Sale or Return**

- 11.1 The provisions of this clause apply only to undamaged Goods which the Buyer wishes to return to the Seller.
- 11.2 For a period of 7 days starting on the Return Date the Buyer shall have the right to return the Goods to the Seller with prior authorisation provided that:
- 11.2.1 the Returned Goods are undamaged and are in a saleable condition, requiring no removal of defacing marks, labels or any other additional material which may have been attached to the Returned Goods or their packaging.
- 11.2.2 a returns form is completed by the Buyer and dispatched with the Returned Goods; and
- 11.2.4 the Seller shall be under no obligation to reimburse any sum paid to it by the Buyer for Returned Goods or to return Returned Goods to the Buyer in the event that the requirements of sub-Clauses 11.2.1, 11.2.2 are not met.
- 11.3 The cost of returning all Returned Goods under this Clause shall be borne exclusively by the Buyer.
- 11.4 Any and all refunds due to the Buyer under this Clause shall be made by the Seller within 30 days of receipt of the Returned Goods in undamaged and saleable condition as set out in sub-Clause 11.2.2.
- 11.6 The Seller shall dispatch a statement of returned goods to the Buyer upon receipt of the Returned Goods which shall set out the sums due to the Buyer by way of reimbursement including any deductions or set-off for damaged or otherwise non-saleable goods.

**12. Risk and Retention of Title in Returned Goods**

- 12.1 Notwithstanding delivery and the passing of risk in the Returned Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Returned Goods shall not pass back to the Seller until the Buyer has received cleared funds payment in full for the Returned Goods.
- 12.2 Until payment has been made to the Buyer in accordance with these Terms and Conditions and title in the Returned Goods has passed to the Seller, the Seller shall be in possession of the Returned Goods as bailee for the Buyer, shall store the Returned Goods separately and in an appropriate environment, shall ensure that they are identifiable as being returned by the Buyer and shall insure the Returned Goods against all reasonable risks.

**14. Limitation of Liability:**

- 14.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
- 14.1.1 the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the sale; and goods purchased.