

DANSON ELECTRICAL UK LIMITED - CONDITIONS OF SALE

1. In these Terms the following expressions shall have the following meanings:

- 1.1. **"Buyer"** the purchaser of the Goods from the Seller.
 - 1.2. **"Seller"** Danson Electrical UK Limited registered in England and Wales with company number 09557349.
 - 1.3 **"Commercial Conditions"** the additional contract terms and conditions annexed to these Terms (including but not limited to pricing). If there is a conflict between these Terms and the Commercial Conditions, then the Commercial Conditions shall prevail.
 - 1.4 **"Contract"** the contract made between the Seller and the Buyer for the sale and purchase of the Goods made pursuant to these Terms, the Commercial Conditions and the Annexures specified in the Commercial Conditions.
 - 1.5. **"Delivery"** delivery of the Goods in accordance with clause 13 of these Terms.
 - 1.6. **"Delivery Address"** the location for Delivery agreed by the Seller and the Buyer (save where it is agreed that the Buyer shall collect the Goods from the Seller's premises).
 - 1.7. **"Delivery Date"** the date for Delivery agreed by the Seller and the Buyer.
 - 1.8. **"Force Majeure"** any circumstances beyond the reasonable control of the Seller.
 - 1.9. **"Goods"** the products which the Seller has agreed to supply to the Buyer pursuant to these Terms.
 - 1.10. **"Loss"** all actions claims demands losses (direct, indirect, consequential or otherwise) expenses costs actions and proceedings.
 - 1.11. **"Price"** the price of the Goods as set out in the Commercial Conditions and Annex 1.
 - 1.12. **"Terms"** the terms and conditions set out herein including the Commercial Conditions and any other special terms and conditions agreed in writing by the Seller and the Buyer.
2. All orders are accepted, and all contracts are made subject to the Terms which shall prevail and be effective notwithstanding any variations or additions contained in any order or other document submitted by the Buyer including without limitation any standard conditions of purchase of the Buyer. No modification, of these Terms shall be binding upon the Seller unless made in writing by a duly authorised Director of the Seller.
3. Any samples, drawings, descriptive matter or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
4. A quotation does not constitute an offer by the Seller to supply Goods and every acceptance of any Quotation by the Buyer shall be deemed an offer by the Buyer to purchase Goods from the Seller and will not be binding on the Seller until the Seller has given written acknowledgement or acceptance of such order.
5. The Buyer shall only resell the Goods to suitably qualified, professional installers unless the Seller otherwise agrees in writing and shall be installed by such suitably qualified professional personnel in accordance with the Seller's instructions, requirements of relevant legislation, regulations (including ETCI & IEE Wiring Regulations) and good industry practice.
6. Unless otherwise agreed by the Buyer and the Seller, the Price shall be for Delivery to the Delivery Address for orders of £250 and above. The Price shall include carriage and transit insurance costs to the delivery Address. The Price is exclusive of any VAT (which will be applied in accordance with the legislation in force at the tax point date) for which the Buyer will be additionally liable.
7. In addition to the Price, an order charge of £20 shall be payable by the Buyer on orders under the value of £250. The Seller reserves the right to charge the Buyer a reasonable handling charge for special deliveries (including but not limited to oversized deliveries, export or deliveries to a different delivery address) made at the Buyer's request.
8. The Seller shall be entitled to send the invoice for the Goods to the Buyer immediately once the Goods have been dispatched or when they are ready for despatch but are prevented or delayed from being dispatched due to Force Majeure. The Buyer shall pay the invoice in full and in cleared funds by the end of the month following the month the invoice was dated. Payment shall be made to the bank account nominated in writing by the Seller. Time of payment is of the essence.
9. In case of default the Seller may without prejudice to any other of its rights under these Terms charge interest to accrue on a daily basis at the rate of 4%

per annum above Lloyds Bank base rate from time to time from the date upon which payment falls due to the actual date of payment. Except where required by law, the Buyer shall not be entitled to withhold or set off payment for Goods for any reason whatsoever. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

10. If the Buyer shall fail to pay any amount due under the Contract on the due date for payment or if the Buyer becomes subject to any of the events listed in clause 21, the Seller may without limiting its other rights and remedies demand payment of all outstanding balances from the Buyer whether due or not and/or cancel all outstanding orders and/or decline to make further deliveries except upon receipt of cash or satisfactory securities.

11. In addition and without prejudice to its other rights the Seller shall also be entitled to a general lien on all Goods of the Buyer in the Seller's possession for the unpaid price of any Goods sold and delivered by the Seller under the same or any other contract and the Seller may on 14 days' notice to the Buyer sell any goods of the Buyer on which the Seller has a lien and shall be deemed the Buyer's agent for the purposes of effecting such sale. The Seller may apply the proceeds of sale towards the satisfaction of sums due from the Buyer without prejudice to the Seller's right to recover the balance thereof from the Buyer.

12. Any date or period set out in a quotation or the Seller's acceptance of order, or which is otherwise agreed by the Seller and the Buyer for the delivery of the Goods or any part of them is approximate only and time shall not be of the essence of such delivery. If the Seller is prevented from delivering any Goods at the time provided for delivery by reason of Force Majeure, then the period for delivery shall in any event be extended by the time lost due to such Force Majeure.

13. Delivery shall be made by the Seller supplying the Goods to the delivery Address and the Buyer shall be responsible for the unloading of the Goods at the delivery Address and the cost thereof. Where the Seller and the Buyer agree in writing that the Buyer shall collect the Goods from the Seller's premises the Buyer shall arrange at its expense unless otherwise agreed in writing for the carriage of the Goods (including cost of insurance in transit) and the Goods shall be deemed to have been delivered upon their loading upon the carrier and for the purpose of these Terms "Delivery" shall be construed accordingly.

14. Should the Buyer fail to take delivery on or before the Delivery Date the Seller shall be entitled:

14.1. if it has not already done so to invoice such Goods forthwith and to take the invoice into account.

14.2. to treat the Contract as repudiated by the Buyer and without prejudice to any other right it may have against the Buyer the Seller shall be entitled to resell the Goods and shall be entitled to be indemnified by the Buyer for any Loss which it suffers.

15. The Seller may deliver the Goods by instalments and where it does so each Delivery shall constitute a separate contract and any delay in Delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

16.

16.1. Subject as expressly provided for herein all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law and the Seller shall have no liability to the Buyer other than as expressly set out herein.

16.2. The Buyer shall be deemed to have inspected and quantified the Goods upon delivery and the Seller shall have no liability to the Buyer in relation to short delivery or damage to the Goods in transit which was apparent on inspection or which would have been apparent on reasonable inspection unless such short delivery or damage is notified to the Seller and the carriers in writing within 3 days of delivery specifying (in such detail as the Supplier shall reasonably require) the shortage in or damage to the Goods.

16.3. The Seller shall have no liability to the Buyer in relation to non-Delivery of the Goods unless such non-Delivery is notified to the Seller in writing within 10 days of the Delivery Date.

16.4. Where any valid claim in respect of short delivery or non-delivery of or damage to the Goods is notified to the Seller in accordance with these Terms, the Seller shall be entitled to supply goods to remedy any short delivery or non-delivery or damage free of charge or, at the Seller's discretion refund to the Buyer the price of the relevant Goods but the Seller shall have no further

DANSON ELECTRICAL UK LIMITED - CONDITIONS OF SALE

liability to the Buyer except in the case of death or personal injury caused by the negligence of the Seller.

16.5. Where the Seller does not manufacture the Goods or any part thereof the Seller shall have no liability in relation to any defect in or failing of the Goods other than to use its reasonable endeavours to pass to the Buyer the benefit of any guarantee given in respect of the Goods or part thereof by their manufacturer.

16.6.

16.6.1 Commencing with date of shipment, the Seller's warranty in respect of the Goods shall run for 24 months unless the Seller otherwise specifies in writing.

16.6.2 No Goods will be accepted for return without an authorisation number obtained in advance of shipment from the Seller.

16.6.3 Goods subject to wear and tear or burnout through usage shall not be deemed defective because of such normal wear and tear or burnout.

16.6.4 The Seller reserves the right to charge its usual fee (to cover its reasonable costs and expenses) if inspection does not disclose a defect within the terms of this warranty.

16.6.5 Repaired or replaced Goods shall be warranted for the remainder of the unused warranty term or for 90 days from shipment, whichever is longer.

16.6.6 Designated experimental devices are prototype, pre-production items that have yet to complete all phases of product-release testing; these Goods are sold "AS IS" with no warranty.

16.7. In all cases defects shall be taken as arising solely from faulty materials and or workmanship and the defective Goods must always be returned to the Seller and the Seller must be notified of the defect or suspected defect immediately upon the same became known to the Buyer. The above guarantee will be invalidated if the Goods have not been installed or maintained in accordance with the Seller's instructions, have not been used appropriately or if any attempt has been made to rectify, dismantle or alter the Goods in any way.

16.8. The Seller shall not be liable to repair or replace defective Goods or part thereof if the Goods or part thereof have been subject to any misuse, unauthorised repair replacement modification or alteration.

16.9. The Seller shall not be liable for any Loss suffered by the Buyer due to the Seller's failure to meet its obligations under the Contract due to Force Majeure.

16.10. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall have no liability to the Buyer for any loss of profit, business, contracts, revenues or anticipated savings or for any special indirect or consequential damage or loss of any nature whatsoever and whether caused by the negligence of the Seller or its employees, or agents) which arises out of or in connection with the supply of the Goods and/or their use or resale by the Buyer, except as may otherwise be expressly provided for in these Terms. The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price.

16.11. For the avoidance of doubt nothing herein contained shall be deemed to exclude or restrict the Seller's liability for death or personal injury arising due to the Seller's negligence.

17. The risk in the Goods shall pass to the Buyer immediately upon delivery.

18. Title to the Goods shall not pass to the Buyer until the earlier of:

18.1. the Seller receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Seller has supplied to the Buyer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all sums; and

18.2. the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 19.1.

19. Until title to the Goods has passed to the Buyer, the Buyer shall:

19.1 store the Goods separately from other goods in a manner which makes them readily identifiable as being the property of the Seller and shall keep them protected and insured but shall be entitled to resell or use the Goods in the ordinary course of its business and title to the Goods shall pass immediately before the time at which resale by the Buyer occurs.

19.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods.

19.3 notify the Seller immediately if it becomes subject to any of the events listed in clause 21; and

19.3 give the Seller such information relating to the Goods as the Seller may require from time to time.

20. If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 21, then, without limiting any other right or remedy the Seller may have;

20.1 the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

20.2 the Seller may at any time:

20.2.1 require the Buyer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

20.2.2 if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored to recover them.

21. If the Buyer:

21.1. shall default in or commit any breach of any of its obligations to the Seller under these Terms; or

21.2. suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts or as having no reasonable prospect of so doing, within the meaning of the Insolvency Act 1986; or

21.3. being a company shall present a petition or have a petition presented for its winding up or convene a meeting to pass a resolution for voluntary winding up or have a receiver appointed over all or any part of its assets or call a meeting of or enter into any composition or arrangement with its creditors or being an individual shall be presented with a bankruptcy petition; or

21.4. shall cease or threaten to cease to trade or if in the opinion of the Seller serious doubts arise as to the Buyer's solvency

then in any such case the Seller shall immediately become entitled (without prejudice to its other claims and rights under the Contract) to suspend further performance of the Contract for such time as it shall in its absolute discretion think fit or (whether or not notice of such a suspension shall have been given) to treat the Contract as wrongfully repudiated by the Buyer and forthwith terminate the Contract (either with or without notice to the Buyer) and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

22. All Contracts shall be governed by English Law and the English Courts shall have exclusive jurisdiction for the hearing of any dispute between the parties.

23. These Terms supersede all previous Conditions of Sale of the Seller and constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in the Contract.

24. The Seller shall be entitled to assign or sub-contract all or any of its rights and obligations hereunder. The Buyer shall not be entitled to assign transfer sub-contract or otherwise delegate any of its rights or obligations hereunder.

25. A person who is not a party to the Contract shall not have any rights to enforce its terms.

26. Any indulgence granted by the Seller to the Buyer and any failure by the Seller to insist upon strict performance of these Terms shall not be deemed a waiver of any of the Seller's rights or remedies nor be deemed a waiver of any subsequent default by the Buyer.

27. The invalidity, illegality or unreasonableness in whole or in part of any of these Terms shall not affect the validity of the remainder of such clause or these Terms.

28. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by prepaid first class post, fax or email. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to above, if sent by prepaid first-class post, at 9am on the second working day after posting, or if sent by fax or email, one working day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

Richard Wong

Managing Director - Danson Electrical UK Limited

Version 4.0 – Last Updated 12.2023