

1 General

All goods supplied by us are sold only upon the following conditions. The placing of an order for any such goods, or the acceptance of our quotation or tender or of delivery of the goods, includes acceptance of the following conditions. Unless expressly agreed by us in writing any other terms or conditions (including any which may be contained in your order) are excluded. Unless expressly incorporated in our quotation or tender, all descriptions, illustrations, drawings, dimensions, weights, measures, specifications, standards of performance or other descriptive matter or pre-contractual statements are approximate only and shall not form part of the contract. Our record of any order placed by you verbally shall be conclusive as to the type and quantity of product and the point and date of delivery. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from these conditions. These conditions shall apply to any repaired or replacement goods supplied.

2 Validity

Unless previously withdrawn, our quotation is open for acceptance within the period stated therein or, when no period is so stated, within 14 days after its date, and is subject to written confirmation by us at the time of acceptance. All goods are offered subject to their being available upon receipt of order.

3 Delivery

Unless otherwise specified, the price quoted includes delivery to any premises specified by you within the UK, full details of which are available on request. The risk in all goods passes to you when they first enter those premises or are placed in store under Clause 5. We reserve the right to choose the method of transport, and to charge you with all manufacturers' carriage charges for special items.

All contracts are deemed as divisible. Each delivery made shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.

4 Delivery Times

Time for delivery shall not be of the essence of the contract unless previously agreed by us in writing. Any dates or times quoted for delivery are approximate only as we are subject to the manufacturers' or suppliers' delivery promises which we pass on to you in good faith. For the avoidance of doubt such delivery dates or times given to you shall not create a contractual obligation to deliver on such date or time and accordingly no liability shall be accepted by us for any claim by you or any third party for direct or consequential loss or damage arising from delay in delivery.

5 Delay in delivery

If we do not receive sufficient forwarding instructions within 14 days after notification that the goods are ready for despatch, you will either take delivery or arrange for storage. Otherwise we shall be

entitled to arrange storage on your behalf and at your risk, either at our own works (making a charge of 1½% of the invoice value of the goods per month) or elsewhere. We shall be entitled to payment as if the goods had been duly delivered. All charges for storage insurance or demurrage will be payable by you.

6 Acceptance

Unless you give us written notice within 7 days from the date of delivery that the goods are not in conformity with the contract, you are deemed to have accepted the goods.

7 Passing of Property

Each of the following sub-clauses 7.1 to 7.6 are separate and severable and shall be enforceable accordingly:

7.1 Notwithstanding delivery, all goods supplied by us will remain our absolute property until you pay in full for them and for all other goods previously supplied by us;

7.2 You will store the goods in such a way that they are readily identifiable as our property, but you may sell them to a third party in the normal course of your business;

7.3 Upon any sale by you of the goods (either alone or with other items) all rights which you have against the buyer shall automatically vest in us;

7.4 We shall be entitled immediately after giving notice of our intention to repossess, to enter upon any premises with such transport as may be necessary and repossess any goods to which we have title under this Clause;

7.5 If you incorporate the goods we supply to you into other products with or without materials you already possess or which are supplied to you by third parties the property in such other product will pass to us and you shall store them without charge on our behalf as bailee;

7.6 You shall not be entitled to pledge or in any way charge by way of security any of the goods which remain our property but in the event you do so all moneys owing by you to us shall without prejudice to any other right or remedy available to us forthwith become due and payable.

8 Loss or damage in transit

Any shortage or damage must be clearly stated upon the driver's Delivery Sheet and a written statement of the facts received at our HQ and by the Carrier (if not ourselves) within 3 days after the date of delivery, otherwise no claim will be entertained. The package and contents should be retained for examination. Written notice of any non-delivery must be received at our HQ within 7 days after the date of invoice. Time is of the essence of this clause. Our liability in respect of any claim accepted under this Clause is limited to making up the shortage or replacing any goods proved to have been damaged or lost in transit to the point of delivery, and we accept no liability for any loss or damage suffered by you, whether direct or consequential and howsoever arising.

9 Packing Etc.

Cable drums, crates, cases, pallets, stillages or other returnable packaging are not included in the quoted price, and will be charged at current rates. You will, however, be credited with the amount charged when the item(s) is/are returned to us in good condition within 14 days of the date of our invoice.

10 Prices

All goods are sold subject to the prices and any relevant discounts ruling at the time of delivery. Our prices, discount rates and Conditions of Sale may be altered at any time without notice. All discounts and prices are calculated upon a “whole order” or “majority of the order” basis. If, when placing your order you select only certain items or reduced quantities are specified, we reserve the right to review the discounts and prices at which such orders are accepted.

11 Payment

Payment terms will be defined within the Helios Quotation issued against the quotation request from the customer. Helios shall not accept any order as valid until such a time as the Deposit invoice is paid into our bank account. For further invoices payment in full without retention or set-off and in cleared funds shall be due not later than 7 days following the date which the goods were delivered, or on earlier demand. If you do not comply punctually with these terms of payment we reserve the right to charge you interest on any amount overdue at the rate of 8% plus Bank of England base rate being the statutory rate of interest and fixed sums pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 together with the payment of any fixed and reasonable costs incurred by us and without notice to suspend further deliveries until all arrears (including interest) have been paid and, at our option, to rescind any subsisting contract with you as to all or any parts of future deliveries but without prejudice to any rights already accrued to us under such contracts any sums payable under which also become payable to us immediately any amount becomes overdue pursuant to this Clause 11.

12 Performance

It is your responsibility to determine that the goods are sufficient and suitable for the purpose to which they are to be put. We cannot accept any responsibility either in respect of the installation of any goods or as to the ultimate performance of any product in which the goods may be installed. We shall in no way be liable for any direct or consequential damage, loss or expense arising from any defect or inefficiency caused by the manner in which the goods are used.

13 Defects after delivery

All goods supplied by us are manufactured by others. Accordingly, we shall pass on to you the benefit of the warranty, if any, given by the manufacturer of the goods. Our liability under this Clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods, and we shall not be under any liability, whether in contract, tort or otherwise in respect of any goods or loss resulting from such defects or from anything done or omitted in connection with the goods or from any work done in connection therewith.

14 Return of Goods

In no circumstances may goods supplied against a firm order be returned without our prior written consent and the receipt of your advice note stating the reason for the return and the date and number of our invoice. All goods returned must be securely packed and, unless we arrange collection, consigned carriage paid. If we collect we reserve the right to make a handling charge, and the issue of our collection note will not bind us to issue any credit in respect of the goods.

15 Termination

We may without prejudice to our other rights and remedies determine the contract or any unfulfilled part of it or withhold further deliveries or make partial deliveries if:-

- (a) you fail to make payment on the due date under this or any other contract between us;
- (b) you purport to cancel or suspend, or commit any breach of, this or any other contract between us;
- (c) you become insolvent or make any composition with your creditors or have an administrator or a receiver appointed over all or any part of your undertaking or assets or go into liquidation (save for the purposes of amalgamation or reconstruction) and we shall be entitled to recover from you all our loss including any loss of profit or loss on re-sale.

16 Waiver

Any failure by us to enforce any or all these Conditions shall not be construed as a waiver of any of our rights hereunder.

17 Rights of Third Parties

For the avoidance of doubt the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to any term or condition hereof and nothing contained herein shall confer on any third party any benefit or the right to enforce any term or condition hereof.