

# JAMES M ANDERSON LIMITED

## SPECIALIST ELECTRICAL DISTRIBUTORS

[WWW.JMANDERSON.CO.UK](http://WWW.JMANDERSON.CO.UK)

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## Terms & Conditions

### Terms & Conditions of Sale

#### 1. Price

Prices quoted are for prompt acceptance and, unless agreed otherwise, exclude carriage. Prices exclude any applicable value added tax which is payable to the Seller and are subject to alteration without notice. The Seller shall be entitled, by giving notice in writing to the Buyer before delivery, to increase the price in the event of the following:

- Any increase in cost to the Seller due to circumstances beyond its control (including, for example, a change in duty, any significant increase in cost of materials, labour or manufacture)
- A change in quantity or delivery date or specification requested by the Buyer or required to conform to any applicable safety or other statutory requirements.
- Any delay caused by instructions given by the Buyer or a failure by the Buyer to give adequate instructions or information. No order shall be accepted until confirmed by writing by the Seller to the Buyer

#### 2. Payment

Unless otherwise stated, payment is due 30 days after the date of invoice. The Seller shall be entitled to charge interest calculated on a day to day basis on any sums not so paid at the rate of 4% per annum above the published base rate of Lloyds Bank PLC

#### 3. Delivery

Dates for periods for delivery are given in good faith but are given for information only and no guarantee as to date of delivery is given or implied. The Buyer is not, by reason of any delay, entitled to cancel an order, in part or in whole, or to compensation or any other remedy. If the Buyer is not able to accept delivery when the goods are ready for dispatch, the Seller may levy on the Buyer charges for storage and all reasonable expenses in connection therewith. The Seller may suspend deliveries and require payment in advance before further deliveries are made in the event that any amount payable by the Buyer to the Seller remains unpaid or if further deliveries raise the Buyer's account above any credit limit set.

#### 4. Part Delivery

When the goods are to be delivered in instalments, each instalment shall constitute a separate contract and payment shall be made accordingly.

#### 5. Quantity

The Seller reserves the right on notification to the Buyer to vary the quantity of goods supplied.

## 6. Standards

Goods shall be manufactured to the standards and specifications, if any, agreed in writing between the Buyer and the Seller. The Seller accepts no responsibility in respect of goods manufactured to a specification supplied by the Buyer.

The Buyer shall satisfy itself that the goods are suitable for any application which they are to be used before the goods are incorporated or installed. In respect of the Seller's standard products, should materials or components not be available for whatever reason, the Seller reserves the right to substitute other materials or components.

For any goods specified to be galvanized, the Seller shall not accept any claim in respect of distortion, buckling or change in physical or mechanical properties arising from the process of galvanizing.

Any condition or warranty, statement or undertaking as to the quality of the goods or their fitness or suitability for any purpose however and whenever expressed or which may be implied by statute, custom of the trade or otherwise is hereby excluded.

Without prejudice to the foregoing, no statement or undertaking in any British Standard, Euronorm or ISO recommendation or other standard or technical specifications to the suitability of the goods shall give rise to any legal liability.

## 7. None-prime goods

Goods sold as none-prime goods are sold as seen with no warranties or guarantees given or implied as to the state of the goods or as to the suitability of the goods for any purpose whatsoever. Any description, information or specification is given in good faith but the Seller accepts no responsibility for its accuracy. The Seller is under no obligation to replace or make good such goods and will accept no claim in respect thereof.

## 8. Defects and damage

The Buyer shall be deemed to have accepted the goods as being in accordance with the contract unless written notification is received by the Seller within 3 days of delivery and prior to their use or resale. The Seller will only accept a claim for loss or damage in transit if the Buyer gives written notice to the Seller within 14 days of the Seller's dispatch note in the event of non-delivery or within 3 days of the delivery of the goods in any other event. If an independent carrier is employed by the Seller, the Buyer shall comply with all the requirements of the carrier for notification of loss or damage in transit.

## 9. Replacement

Subject to notification of any defects or damage in accordance with clause 8 then the Seller agrees to either re-negotiation of the price, return of the relevant goods and, at the Seller's discretion, either repay or allow the value of the goods returned or to replace the goods as soon as reasonably practicable. The liability of the Seller shall be limited in all cases to the costs of making good, the giving of any appropriate credit note or repayment or replacement of the goods. Under no circumstances shall the Seller be liable for any other loss, damage, or expense whatsoever occasioned by any breach of contract, negligence or breach of any duty of the Seller whatsoever and howsoever such loss, damage or expense may have been caused.

## 10. Indemnities

The Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or industrial or intellectual property rights as a result of the use by the Seller of a specification supplied by the Buyer. If any work including attendance is undertaken by the Seller at the Buyer's or Buyer's customer's premises in connection with an order, then the Buyer shall indemnify the Seller in respect of all claims or proceedings against the Seller by any third party including but not limited to the Seller's employees, the Buyer's employees or those of

any contractor employed by the Buyer or the personal representative or dependents of such employee or other third party in respect of personal injury or damage to property (including damage as a result of fire or explosion) caused by or arising out of the work in any manner whatsoever.

#### 11. Arbitration

Any dispute between the parties as to whether the goods are defective in quality or state or otherwise not in accordance with the contract shall be referred in accordance with the provisions of the Arbitration Acts 1950 and 1979 or any modification or reenactment thereof, to a single arbitrator to be agreed by the parties or in the absence of such agreement as nominated by the President for the time being of the Institute of Arbitrators.

#### 12. Risk

The risk in the goods shall pass to the Buyer on delivery to the agreed destination or into the hands of the Buyer's own carriers.

#### 13. Title

Title in any goods supplied by the Seller to the Buyer shall not pass until payment has been received in full by the Seller of all monies payable by the Buyer. The Buyer licenses the Seller to enter onto any of its premises or those of a third party where the goods are stored for the purpose of recovering any goods to which title has not passed. Until payment has been received in full, the Buyer shall not be entitled to sell or otherwise dispose of the goods to its holding company or any of its subsidiaries.

The Seller shall be entitled without prejudice to its other rights and remedies to terminate wholly or in part any or every contract between itself and the Buyer if:

- a) Any debt payable remains unpaid
- b) The Buyer fails to take delivery of any goods contracted for
- c) Execution or distress is levied on any of the Buyer's goods or possessions
- d) The Buyer becomes insolvent or enters into any composition or arrangement with its creditors or ceases its business
- e) Being a body corporate, the Buyer seeks to enter into a corporate voluntary arrangement, or issues notices of resolutions proposing to place the company into voluntary liquidation other than for purposes of reconstruction or passes such resolution, or a petition is presented for the making of an order for its winding up or for a Receiver, manager or Administrator to be appointed or for such an order to be made.
- f) Being an individual or partnership the Buyer suspends payment of his or its debts in whole or in part or if in respect of an individual or one or more of its partners, an application is made for an interim order or a petition is presented for a bankruptcy order or if any such order is made.

On termination of the contract under this clause, the Seller may invoice the Buyer for all costs incurred in respect of orders not yet delivered and all invoiced amounts howsoever arising shall become due for immediate payment.

#### 14. Variation

No variation shall be made to those Terms except with the express agreement in writing of the Seller.

#### 15. Legislation

These Terms shall be governed by and construed in accordance with Scottish Law. The Buyer on entering into the contract submits to the jurisdiction of the Scottish Courts.