

Terms and Conditions

1. APPLICATION OF CONDITIONS

INTEGRATED ELECTRICAL SOLUTIONS a trading name of Import Export Services Ltd. (herein after called IES) supplies goods or services only subject to these conditions and any person or persons seeking to be supplied by IES (herein after called "the customer") accepts that these conditions will govern all relations to the exclusion of any terms contained in any of the customer's documents even if the same purport to provide that the customer's own or some other terms shall prevail and to the exclusion (so far as may be lawful) of all terms, conditions, warranties and representations written or oral express or implied (save those implied by the Sale of Goods Act 1979), or any statutory re-enactment or modification thereof.

2. ILLUSTRATIONS, DESCRIPTIVE MATTER & DIMENSIONS

All descriptions and illustrations contained in IES's, catalogues, price lists and advertisements or otherwise communicated to the customer are intended merely to present a general idea of the Goods described therein and nothing contained in any of them shall form any part of the contract.

DESIGNS

IES's policy is one of continuous improvement. The right to change designs at any time without notice is reserved.

SAMPLES

Notwithstanding that a sample of the Goods may have been exhibited to and inspected by the Customer, it is hereby agreed that such a sample was so exhibited and inspected solely to enable the Customer to judge for himself, the quality of the bulk and not so as to constitute a sale by sample. The Customer shall take the goods at his own risk as to their corresponding with the said sample or as to their quality, condition or sufficiency for any purpose.

3. PRICES

1. All prices listed or quoted are provisional only and are subject to alteration without prior notice and prices charged will be those current at the time of despatch of goods.
2. Prices are quoted exclusive of packing & carriage to addresses in the UK and exclusive of Value Added Tax, which will be charged at the appropriate rate ruling at the time of invoicing.

4. ACCEPTANCE OF ORDERS

No contract for the sale of goods ("the goods") shall be concluded until either IES sends or otherwise communicates to the customer its acceptance of the customer's order or on the delivery to the customer of the Goods, whichever is the earlier. Orders may not be

cancelled without IES's prior written consent first being obtained and then only on payment of such reasonable and proper cancellation charges as IES may decide.

5. DELIVERY

All delivery dates are estimates only and the time of delivery shall not be of the essence of the contract. In no circumstances shall IES be liable to compensate the customer in damages or otherwise for non-delivery or late delivery of the Goods or any of them for whatever reason or for any loss, consequential or otherwise arising there from. IES reserves the right to make partial deliveries and to allocate available supplies amongst customers in times of shortage. IES shall be entitled to deliver the Goods in one or more consignments unless otherwise expressly agreed.

The Goods shall be delivered at the address specified in the Customer's order or if no such address is specified, shall be collected by the Customer from IES's premises within seven days of the date upon which IES notifies the Customer that the Goods or part thereof are ready for collection. IES shall be entitled to make delivery or require collection by instalments as and when such instalments are available to IES and to treat such instalments as a separate contract and to receive payment thereof accordingly.

6. CARRIAGE & PACKING

Packing materials are non-returnable unless otherwise specified by IES. IES reserve the right to choose the carrier and charge for carriage and/or packing.

7. DAMAGE OR LOSS IN TRANSIT

When the price quoted includes delivery, IES may repair or replace free of charge goods damaged in transit or not in accordance with the advice note, providing that in the event of damage or shortage, written notification giving details of such damage or shortage must be sent to IES within seven days of receipt, or in the event of non-delivery, must be sent to IES within fourteen days of the date shown on the advice note. Order number, advice note and date of despatch are required and in the event of failure to give notice within the aforementioned period, the good will be deemed to be in all respects as invoiced.

RETURNS

The return of items cannot be accepted without prior written approval and must be accompanied by a goods return authorisation number, which will be issued at the time of approval. This number must be quoted on all debit/credit notes relating to the return. If such consent is given, a handling charge will be made.



8. INSTRUCTIONS & LABELS

The Customer shall ensure that instructions and/or warning labels on the goods are not removed, altered or covered whilst goods are in his possession and shall not remove any label or plaque affixed to the goods, referring the user thereof to IES's instructions and/or recommendations for use.

9. WARRANTIES & LIABILITIES

IES warrants the Goods will remain free from defects in workmanship and materials for a period of twelve months from date of IES's invoice. IES further warrants that the Goods will be fit for the purposes described in the brochures, technical product information or catalogues of the Manufacturer, but only provided the Goods are used only for the purposes described and in strict accordance with any instructions or warnings issued by IES and/or the Manufacturer, in relation to the Goods.

Save where any defect in the Goods results in personal injury or death to any person, IES's liability for breach of the above warranties or for any negligence on the part of IES, its servants or agents shall not exceed the value of the Contract and shall not under any circumstances extend to any indirect or consequential loss suffered by the Customer as a result of such breach or negligence. The Customer expressly accepts that, in view of the purposes for which the Goods should be used (which are unknown to IES) the above limitation constitutes a fair and reasonable apportionment of liability in the event of any defect in the Goods.

10. PAYMENT

The time specified for payment shall be of the essence of the Contract. Unless otherwise agreed in writing by IES all sums due from the Customer under the Contract shall be paid by the Customer not later than the 30th day of the month next following the month during which IES's invoice is dated.

The Customer shall not be entitled to deduct from or set-off any monies due to IES in respect of the Contract any sum claimed by the Customer against IES whether in relation to the supply of Goods or otherwise.

11. TITLE

Notwithstanding delivery and the passing of risk, the legal and beneficial ownership in the Goods shall not pass to the Customer but shall remain with IES until the Goods and any other sums due under the Contract have been paid for or paid in full by the Customer.

In the event that the goods are not paid for on the due date, IES may, whether or not such right of termination shall be exercised and without prejudice to its rights or remedies at any time, recover the Goods or such parts thereof as shall be in the possession or under the control of the Customer and for that purpose IES and its authorised representatives may enter upon any customer's land or buildings on which the Goods may be situated. Until title to the Goods has passed to the Customer under the above provisions, the Customer shall store the Goods separate and apart from the other Goods so that they are readily identifiable as the Goods, the subject of the Contract. If the Customer fails to store the Goods separately, IES shall have the right of re-possession to remove any goods of similar nature and of equal value to the Goods.

12. RISK & INSURANCE

All Goods shall be at the risk of the Customer from the time of delivery to/or collection by the Customer, his servant or agent or other representative at the agreed point of delivery or collection.

13. FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in the performance of any obligation hereunder as a result of strikes, lockouts, trade disputes, breakdown of plants, accident or other cause whatsoever beyond the reasonable control of IES or the Customer respective.

14. ASSIGNMENT

IES reserve the right to assign or sub-contract the performance of its obligations under the Contract or any part thereof or to assign the benefit of its rights hereunder. The Contract may not be assigned, sub-let or changed in whole or in part by the Customer without the prior written consent of IES.

15. APPLICABLE LAW

The Contract shall be constructed and have the effect in all respects in accordance with the Laws of England and the Customer hereby submits to the jurisdiction of the English Courts.

Terms & Conditions of Trading

THESE CONDITIONS SUPERSEDE ALL PREVIOUS CONDITIONS AND SHALL FORM THE BASIS OF ANY CONTRACTUAL ARRANGEMENTS ENTERED INTO BY IES FOR THE SUPPLY OF GOODS OR SERVICES AS FROM 1st JULY 2004.

