

- 1) CMS (Cable Management Supplies) plc ("CMS plc") agrees to sell and the Buyer (as identified on CMS plc's order) agrees to buy the Products (as identified on CMS plc's order) solely on these terms, which shall prevail over any other terms and conditions express or implied. No order shall be binding upon CMS plc until the order is accepted by CMS plc. Acceptance of an order shall take place when CMS plc despatches the Products, or if earlier whenever the order is expressly accepted or confirmed by CMS plc in writing.
- 2) Prices are as quoted on CMS plc's current price list as at the date of order exclusive of VAT and delivery charges. CMS plc reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to CMS plc which is due to any factor beyond the control of CMS plc including, without limitation, any foreign exchange fluctuation, currency regulation, significant increase in the costs of labour, materials or other costs of manufacture, any change in the delivery dates, quantities or specifications for the Products requested by the Buyer, and accepted by CMS plc in its unrestricted discretion, or any delay caused by any instructions of the Buyer or failure of the Buyer to give CMS plc adequate information, instructions or responses.
- 3) Payment of the price shall be due from the Buyer at the end of the month following the date of order (despite ownership of the Products not having passed to the Buyer), without any set-off, withholding, deduction, abatement or counter-claim. CMS plc may issue invoices to the Buyer within 48 hours of the Products being despatched to the Buyer or the Products having been collected by the Buyer. In any event CMS plc reserves its right to require the Buyer to make payment of the price prior to the Products being despatched to the Buyer or collection by the Buyer. Time for payment shall be of the essence.
- 4) In the event the Buyer requests CMS plc to deliver the Products to a specified location and provided the specified location is within mainland UK and reasonably accessible CMS plc will not impose any additional charges. However, if such location is not within mainland UK or is otherwise remote or difficult to access, CMS plc reserves its right to charge the Buyer for delivery and any associated costs. Any such delivery charges and costs shall be agreed with the Buyer.
- 5) Delivery shall take place and risk shall pass to the Buyer when the Products are collected by the Buyer from CMS plc or if CMS plc is to deliver the Products to the Buyer's specified location, when the Products are off-loaded on the Buyer's premises or an attempt to deliver is made but the carrier fails to locate the Buyer or its agent at the address notified. The Buyer shall have sole responsibility for the collection or receipt of the Products (as the case may be) and CMS plc shall have no responsibility or obligation to enquire as to the authority of any representative of the Buyer for the collection or receipt of the Products.
- 6) CMS plc shall use reasonable endeavours to deliver the Products on the date estimated on the order. Time for delivery shall not be of the essence. CMS plc shall have no liability to the Buyer if delivery is achieved within seven working days of the estimated delivery date. If delivery of any Products has not been made within seven working days of the estimated delivery date, the Buyer shall be entitled to terminate the order in respect of those Products and the liability of CMS plc shall be limited to a cancellation of the price due for them or a refund of sums already paid by the Buyer for those Products not delivered. In no circumstances shall CMS plc have any further liability to the Buyer for any direct, indirect, or consequential loss, costs, damages, charges or expenses incurred directly or indirectly by any delay or non-delivery of the Products (even if caused by CMS plc's negligence).
- 7) All drawings, dimensions, weights and measures given in respect of the Products are approximate only. The catalogue description and any exhibition of samples are only broad indications of the Products and shall not form a part of any order.
- 8) The Buyer acknowledges that no representation or warranty (other than the warranty given in clause 10 below) has been given by CMS plc in respect of the Products or will apply to the Products other than those as to title and all warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of CMS plc, in respect of compliance with descriptions, the quality or the fitness for purpose of the Products which are not expressly set out in these terms or an order are excluded except to the extent such exclusion is prohibited or limited by law.
- 9) The Buyer acknowledges that CMS plc is not the manufacturer of the Products. CMS plc will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to CMS plc by the manufacturer.
- 10) CMS plc warrants that the Products shall on delivery and for a period of 12 months from the date of delivery be suitable for their usual purpose.
- 11) The Buyer shall notify CMS plc of shortages in delivery, damage or any other non-conformity with the order within 24 hours of delivery. If the Buyer fails to notify CMS plc accordingly, CMS plc shall have no liability to the Buyer for any such shortages, damage or non-conformity.
- 12) All claims not notifiable under clause 11 must be notified to CMS plc without unreasonable delay and in any event no later than two days after the Buyer first becomes aware of the circumstances giving rise to the claim.
- 13) CMS plc shall not be liable for a breach of the warranty in clause 10 unless the Buyer gives notice to CMS plc in accordance with these terms and CMS plc is given a reasonable opportunity after receiving such notice of examining the Products and the Buyer (if asked to do so by CMS plc) returns such Products to CMS plc for the examination to take place.
- 14) In the event of any defect, damage or non-conformity CMS plc shall, at its option, either repair or replace such Product or refund the amounts already paid by the Buyer in respect of the defective, non-conforming Product (or a fair and reasonable part thereof). If CMS plc complies with this obligation it shall have no further liability in respect of, or arising from the relevant Product.
- 15) In no circumstances shall CMS plc be liable for any damage, defect or non-conformity where the Product has been (i) modified, installed, maintained by the Buyer (or any third party) otherwise than in accordance with CMS plc's or the manufacturer's instructions, with good engineering practice or industry standard practice; (ii) damage caused by the Buyer's or a third party's default; (iii) misuse or negligence (including accidental or deliberate damage); or (iv) fair wear and tear.
- 16) CMS plc may, at its discretion, accept returns of non-defective Products from the Buyer. Any agreement for the return of non-defective Products shall be subject to a 15% handling fee together with delivery costs and charges. CMS plc shall in no event accept returns of any non-standard Products.
- 17) If the Buyer fails to make any payment on time or becomes or appears to be insolvent, without affecting any other rights which it may have, CMS plc may withstanding previous credit arrangements:-
 - 17.1) postpone or cancel further deliveries to the Buyer until paid;
 - 17.2) require payment in advance for any further orders;
 - 17.3) require payment of all outstanding invoices;
 - 17.4) charge any debt recovery costs incurred and charge interest on the unpaid amount at 4% above the base rate of National Westminster Bank Plc which shall accrue from day to day (both before and after judgement) from the due date until payment is received by CMS plc;
 - 17.5) upon demand request the immediate return of all the Products which remain in the ownership of CMS plc and the Buyer irrevocably authorises CMS plc to enter the Buyer's property or, as its agent, the property of any third party where the Products are located and to remove the Products, recovery of the Products shall of itself not discharge the Buyer's liability to pay the whole of the price due for them.
- 18) Ownership of the Products shall pass to the Buyer only on receipt by CMS plc of the price in full (including VAT and other taxes and duties payable to CMS plc) for those Products and all other sums then due from the Buyer under all orders. Until such time as ownership has passed to the Buyer, the Buyer shall hold all Products on trust for CMS plc and stored separately and marked with CMS plc's name and insured for CMS plc's benefit with a power only to sell them for full value to a third party and hold the proceeds of sale or any insurance claim or the right to receive the proceeds on trust for CMS plc.
- 19) Where a Product comprises software any licence for software use shall be between the Buyer and the software manufacturer directly and no representation or warranty shall be given by CMS plc in respect of such software and any warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of CMS plc are excluded except to the extent such exclusion is prohibited or limited by law.
- 20) Subject to CMS plc not limiting its liability for causing death and/or personal injury, CMS plc shall not be liable to the Buyer for any indirect or consequential loss and in no circumstances shall CMS plc's liability exceed the amounts paid by the Buyer for the Product subject to the claim.
- 21) These terms shall be subject to the laws of England and the jurisdiction of its Courts.

Please sign below to confirm that you have read the above terms and conditions of sale:

Authorised Signature:

Print: