

House of Batteries - Terms and Conditions

1. Definitions

- 1.1. Buyer' means the person, firm or Company who buys or agrees to buy the goods from the Supplier.
- 1.2. 'Conditions' means the terms and conditions set out in this document and any special terms and conditions agreed in writing by the Supplier.
- 1.3. 'Goods' means the batteries or other goods which the Buyer agrees to buy from the Supplier.
- 1.4. 'Price' means the price for the Goods inclusive of carriage, packing, insurance but exclusive of VAT.
- 1.5. 'Supplier' means House of Batteries of 103A Main Street, Balderton, Newark, Nottinghamshire, NG24 3NN.

2. Conditions applicable

- 2.1. These Conditions shall apply to all contracts for the sale of Goods by the Supplier to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- 2.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.

3. The Price and payment

- 3.1. The Price shall be the Supplier's quoted price at the date of delivery and shall include delivery costs. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Supplier's invoice.
- 3.2. The Supplier reserves the right to increase prices by the amount of any increase in the costs which the supplier may incur during the course of performing this contract for whatever reason including, without limitation, increases in the costs of labour, materials and overheads. Prices will also be increased by and include such storage and insurance costs as may be incurred by the Supplier as a result of failure by the Buyer to take deliver.
- 3.3. In view of the prices being offered, trading terms are cleared funds received prior to goods being despatched. Cleared funds are defined as BACS or Chaps payment, debit card payments, or cheques cleared through our bank. With regard to the latter, up to seven days should be allowed for this process to be completed. Any variations to these trading terms must be notified to you in writing.

4. The Goods

- 4.1. The quantity and description of the Goods shall be as set out in the Supplier's quotation.
- 4.2. The Supplier may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.

5. Warranties and liability

The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded.

6. Delivery of the Goods

- 6.1. The Goods will be delivered to the Buyer at the address provided by the Buyer.
- 6.2. The risk in the Goods shall pass to the Buyer upon such delivery taking place.
- 6.3. Any dates quoted for delivery of the Goods are approximate only and the Supplier shall not be liable for any delay in the delivery of the Goods however caused.
- 6.4. No claim for damaged Goods or shortage of Goods will be accepted by the Supplier unless on delivery of the Goods the Buyer signs that the delivery is damaged. In any event the Supplier will not accept any claims for damage or shortage unless the Supplier receives written notice of such damage or shortage within 48 hours of receipt of the Goods.

7. Acceptance of the Goods

- 7.1. The Buyer shall be deemed to have accepted Goods 24 hours after delivery to the Buyer.
- 7.2. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8. Title and risk

- 8.1. Risk shall pass to the Buyer on delivery of the Goods.
 - 8.1.1. In spite of delivery having been made, the Supplier retains title in the Goods delivered as against the Buyer until:
 - 8.1.1.1. The Buyer shall have paid the full purchase price of the Goods plus VAT; and
 - 8.1.1.2. No other sums whatever shall be due from the Buyer to the Supplier.
 - 8.1.1.3. Until property in the Goods passes in accordance with clause 8.1.1 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Supplier.
 - 8.1.1.4. The Buyer shall store the Goods (at no cost to the Supplier) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Supplier's property.
 - 8.1.2. Notwithstanding that the Goods (or any of them) remain the property of the Supplier, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Supplier. Any such sale or dealing shall be a sale or use of the Supplier's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when

making such sales or dealings. Until property in the Goods passes from the Supplier the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Supplier and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Supplier's money.

- 8.1.3. The Supplier shall be entitled to recover the purchase price of the Goods (plus VAT) notwithstanding that property in any of the Goods has not passed from the Supplier.
- 8.1.4. Until such time as Property in the Goods passes from the Supplier, the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Supplier. If the Buyer fails to do so the Supplier may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such a request the rights of the Buyer under clause 8.1.4 shall cease.
- 8.1.5. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Supplier. Without prejudice to the other rights of the Supplier, if the buyer does so all sums whatever owing by the Buyer to the Supplier become due and payable.
- 8.1.6. The Buyer shall insure and keep insured the Goods to the full purchase price against 'all risks' to the reasonable satisfaction of the Supplier until the date that property in the Goods passes from the Supplier, and shall whenever requested by the Supplier produce a copy of the policy insurance. Without prejudice to the other rights of the Supplier, if the Buyer fails to do so all sums whatever owing by the Buyer to the Supplier shall forthwith become due and payable.

9. Remedies of Buyer

- 9.1. Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Supplier to supply Goods which conform to the contract for sale.
- 9.2. Where the Buyer accepts or has been deemed to have accepted any Goods then the Supplier shall have no liability whatever to the Buyer in respect of those Goods.
- 9.3. The Supplier shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Supplier of this contract
- 9.4. The Supplier shall indemnify the Buyer against all claims by the customers of the Buyer and their sub-buyers arising out of any breach whatever by the Supplier of this contract of sale [due to want of merchantable quality or lack of fitness for purpose of the Goods or any of the Goods]

10. Termination

The Supplier shall be entitled by written notice to terminate this contract.

- 10.1. at any time after 14 days of the Supplier becoming aware of any breach of this contract by the Buyer if that breach has not been rectified before the giving of the notice; or
 - 10.2. forthwith if the breach committed by the Buyer if the Buyer is not capable of rectification;
- or
- 10.3. forthwith if the Buyer becomes insolvent or commits any act of bankruptcy or makes any composition with its creditors or has a Receiver appointed of its assets or commences proceedings or takes steps of any kind for its liquidation. Any such termination shall be without prejudice to any claim that the Supplier may have against the Buyer.

11. Force Majeure

The Supplier shall not be liable in any circumstances to the buyer if the supply of any Goods is prevented by any circumstances which are outside the control of the Supplier including but without limitation strikes or industrial disputes, shortage of materials or fuel, withdrawal or interruption of supplies or breakdown of machinery. If the Supplier believes that the circumstances of force majeure are likely to continue for a lengthy period the parties shall consider whether the contract should be terminated, or if it should continue on what terms.

12. No Waiver

No failure by the Supplier to insist on any of the provisions of this contract, nor the grant of any time or indulgence by the Supplier shall constitute a waiver of any of the Supplier's rights or of the Buyer's obligation under these Conditions.

13. Notices

All notices to be given under these Conditions must be in writing and may be given by letter, facsimile or e-mail. Any notice posted shall be deemed to have been served seventy two hours after posting or if delivered by hand or e-mailed on the day of delivery or transmission. Notices shall be addressed to the last known address of the intended recipient.

14. Proper law of contract

14.1. This contract is subject to the law of England and Wales

14.2. All disputes arising out of this contract shall be subject to exclusive jurisdiction of the courts of England and Wales.