

1 General

- The **“Company”** Dron & Dickson Ltd includes its successors or personal representatives. Dron & Dickson Ltd is a limited company incorporated and registered in England with Company No. 00221355 and registered at Dron & Dickson House, Cumberland Place, Whapload Road, Lowestoft, Suffolk, England, NR32 1UQ. (References to **“its”**, **“our”**, **“ours”**, **“us”** and **“we”** shall be construed accordingly).
- The **“Customer”** means the organisation named as Customer in the Purchase Order. (**“you”**, **“your”**, and **“yours”** shall be construed accordingly).
- **“Price”** means the total charge made or to be made by the Company to the Customer for the supply of Products or provision of Services as further defined in the Purchase Order.
- **“Products”** means any products to be supplied to the Customer by the Company.
- **“Purchase Order”** means the written instruction or equivalent documentation issued by the Customer to Company for the supply of Products or provision of Services to the Customer by Company.
- **“Services”** means any services to be provided by the Company to the Customer.

The placing of a Purchase Order for any Products supplied by us or Services provided by us or the acceptance of our quotation or tender or of delivery of the Products or Services, includes acceptance of the following conditions. Unless expressly agreed by us in writing, any other terms and conditions (including any which may be contained in your Purchase 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 produce and the point and date of delivery. Any Products or Services that has to be sub-contracted shall be discussed on a case-by-case basis and subject to prior written agreement before commencement.

2 Validity

Unless previously withdrawn, our quotation is open for acceptance within the period stated therein or when no period is so stated, within thirty (30) days after its date, and is subject to written confirmation by us at the time of acceptance. All Products and Services are offered subject to their being available upon receipt of your Purchase Order.

3 Delivery

Unless otherwise specified, the price quoted includes delivery to any premises specified by you within our van delivery area. The risk in all Products 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, to charge for deliveries outside our van delivery area and to charge you with all manufacturers' carriage charges for special items.

4 **Delivery Times**

Any times quoted for delivery are subject to receipt by us of your Purchase Order and all necessary information to enable us to proceed.

5 **Delay in Delivery**

If we do not receive sufficient forwarding instructions within seven (7) days after notification that the Products 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 one-and-a-half percent (1.5%) of the invoice value of the Products per month) or elsewhere; we shall also be entitled to payment as if the Products 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 three (3) working days from the date of delivery that the Products are not in conformity with the contract, you are deemed to have accepted the products.

7 **Passing of Property**

Notwithstanding delivery, all Products supplied by us will remain our absolute property until you pay us in full for them and for all other Products previously supplied by us. You will store the Products in such a way that they are readily identifiable as our property, but you may, as trustees for us, sell them to a third party in the normal course of your business. Upon any sale by you of the Products (either alone or with other items) all rights, which you have against the buyer, shall automatically vest in us. 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 Products to which we have title under this Clause.

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 branch and by the carrier (if not ourselves) within three (3) working days after the date of delivery, otherwise no claim will be entertained. The package and contents should be retained for examination.

9 **Packing etc.**

Crates, cases, pallets, stillages or skids or other types of 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 it is returned to us in good condition within fourteen (14) days of the date of our invoice. Cable drums will be charged in accordance with the makers' drum schedules.

10 **Prices**

All Products 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 must reserve the right to review the discounts and prices at which such orders are accepted.

11 **Payment**

Payment in full without retention or set-off shall be due not later than the end of the month following that in which the Products or Services 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 eight-percent (8%) over the Bank of England base rate current for the time being, and without notice 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.

12 **Performance**

It is your responsibility to determine that the Products 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 Products or as to the ultimate performance of any Products in which the Products may be installed. We shall in no way be liable for and you agree to indemnify and hold us harmless from any direct or consequential damage, loss or expense arising from any defect or inefficiency by the manner in which the Products are used or Services are performed, or any other circumstance arising out of or in connection with this Purchase Order.

13 **Defects after Delivery, Indemnity and Limitation of Liability**

All Products 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 Products. 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 Products, and we shall not be under any liability, whether in contract, tort or otherwise, in respect of any defect in Products delivered or for any injury, damage or loss resulting from such defects or from any Services performed in connection therewith. You shall fully indemnify

and hold us harmless from and against (i) any losses, death or injury howsoever caused (including by negligence) to your personnel, your client's personnel and your other contractor's personnel; and (ii) from any losses and/or damage to your property, your client's property and your other contractor's property arising out of or in connection with this Purchase Order. You shall, in addition, fully indemnify and hold us harmless from any claim howsoever caused (including by negligence) arising from any pollution emanating from your property, your client's property and your other contractor's property, arising out of or in connection with this Purchase Order.

Our total liability arising out of or in connection with this Purchase Order including liability for all claims of any kind and description, howsoever and whatsoever arising from tort (including negligence), breach of contract, breach of (statutory) duty or otherwise shall not exceed the Price of the applicable Purchase Order. You agree to indemnify, release and hold us harmless from and against any and all claims in excess of our total cumulative liability under this contract.

14 Return of Products

In no circumstances may Products supplied against a firm Purchase Order be returned without prior consent. It is a strict condition that you must also provide the relevant returns number and your advice note stating the reason for the return. All Products returned must be securely packed and unless we arrange collection, consigned carrier paid. We reserve the right to make a handling charge, and the issue of our collection note will not bind us to any credit in respect of the Products.

15 Termination

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

- you fail to make payment on the due date under this Purchase Order or any other Purchase Order or contract between us;
- you purport to cancel or suspend or commit any breach of this Purchase Order or any other Purchase Order or contract between us;
- for any reason giving fourteen (14) days notice;
- you become insolvent or make any composition with your creditors or have a receiver appointed of 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 our loss including any loss of profit or loss of re-sale.

16 **Waiver**

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

17 **Governing Law**

The contract and all matters pertaining thereto shall be governed by the Law of England & Wales and the Customer agrees to submit to the non-exclusive jurisdiction of these Courts.

18 **Product Certificate**

The first copy of any Test Certificate will be FREE unless charged to Company by the manufacturer, thereafter subsequent copies will be charged at £10.00 per copy.

19 **Product Marking**

We shall guarantee that Products supplied by us will conform to the required standards, complying with all applicable legislation. In the event that a request for Products does not meet this criterion, except where items are specified by the Customer, we will hold and highlight pending Customer approval and written acceptance of non-approved electrical equipment.

20 **Anti-Bribery Compliance**

If carrying out services or activities on our behalf, you shall: comply fully with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; read and comply fully with Company's Statement of Ethics' (refer to website for copy); maintain in place throughout the term of this agreement your own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant laws; immediately report to Company any request or demand for any undue financial or other advantage of any kind received by you in connection with any activity carried out on our behalf; ensure that any person associated with you who is performing services or providing products in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you in this clause.

21 **WEEE Regulations**

Electrical and electronic waste is the fastest growing waste stream in the UK. Around 1.8 million tonnes are generated every year. The Waste Electrical and Electronic Equipment (WEEE) Regulations aim to reduce the amount of this waste going to landfill and improve recovery and recycling rates.

The following condition applies in relation to business to business transactions excluding sales to resellers. The Customer shall be responsible at its cost for the collection, treatment, recovery and environmentally sound disposal of:

- all WEEE arising or deriving from the Products; and
- all WEEE arising or deriving from products placed on the market prior to 13 August 2005 where such products are to be replaced by the Products and the Products are of an equivalent type or are fulfilling the same function as that of such products;
- comply with all additional obligations placed on the Customer by the WEEE Regulations

Further information in respect of the arrangements can be found a

<https://www.netregs.org.uk/environmental-topics/waste/weee-waste-electrical-and-electronic-equipment/>

If requested, we can provide contact information for the WEEE producer. The producer's compliance scheme is responsible for the end-of-life handling of WEEE. As a distributor we have no obligation to take back WEEE from business users.

22 **ROHS compliance**

We will ensure compliance with the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS). This came into force on the 1st July 2006 (amended in 2013) and is an article 95 single market directive. In short, it ensures that new products brought onto the market after 1st July 2006 do not contain more than an agreed amount of "black listed" chemical substances. Our supply chain is bound by our terms and conditions to comply with this legislation. Note that changes to the UK's position in respect to Brexit and subsequent withdrawal from the EU does not affect ongoing adherence to this clause.

23 **The Waste Battery and Accumulators Regulations 2009**

We have implemented an efficient battery recycling programme to minimise the environmental impact. We do this in conjunction with our waste management providers, who are able to deliver sustainable services to our customers. Please contact our sales departments for further details.

24 **ATEX Compliance** All hazardous area equipment supplied by Company is compliant to the ATEX directive 94/9/EC that became mandatory on 30 June 2006 except where items are specified by the Customer. In the event that a request for products does not meet this criterion, we will hold and highlight pending Customer approval and written acceptance of non-approved electrical equipment.