

All orders are subject to C AND C CABLES LTD T/A POWER LINK PLUS LTD full conditions of supply, as set out in the current catalogue from time to time and a copy of which is available on request. For your convenience certain key terms and conditions are set out below:

1. Payment

Payment is usually due not later than the end of the month following the month of despatch, without any deductions, withholding or set off. The Company reserves the right to request payment in advance in relation to any order. Time for payment is of the essence. If the Customer fails to make payment by the due date then, without prejudice to any other right or remedy, the Company shall be entitled to: i. cancel the order or suspend any further deliveries or performance; ii. appropriate any payment made by the Customer to such of the Supplies (or the Supplies made under any other contract) as the Company may think fit; and iii. charge interest (both before and after any judgement) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 until payment is made in full.

2. Orders

To avoid duplication, written confirmation of telephone orders must be clearly marked 'Confirmation only'. The Company will not accept liability for orders not so marked and duplicate orders will be charged accordingly. Once accepted, no order may be cancelled without the prior written agreement of a director of the Company. Orders for Goods are accepted by the Company by despatching the Goods provided, however, that despatch will not be acceptance where the price for the Supplies has been incorrectly quoted or referenced by the Customer in its order.

3. Delivery

Save as set out below, the Company will use all reasonable endeavours to despatch Goods ordered before 3pm Monday to Friday on the same day. Such deliveries are usually offered free of charge but may be subject to the Standard Delivery Charges referred to in condition 6 above. The Company reserves the right to levy a delivery and/or handling charge in the amount notified to the Customer prior to despatch for delivery of heavy or bulky items.. Delivery will be made to the address specified by the Customer.

Company will use reasonable endeavours to meet delivery but, in no circumstances shall it be liable to compensate the Customer for non-delivery, non-performance or late delivery or performance.

4 Inspection, defects and non delivery

The Customer must inspect the Supplies as soon as is reasonably practicable after delivery. The quantity of any consignment of Goods, as recorded by the Company upon despatch from the Company's place of business, shall be conclusive evidence of the quantity received by the Customer on delivery, unless the Customer can provide conclusive evidence to the contrary. The Company will not be liable for any non-delivery of Goods or non-performance of Services unless written notice is given to the Company within 5 days of the date when Goods should have been delivered or the Services performed in the ordinary course of events. Subject to 16(i) below, any liability of the Company for non-delivery or non performance or for Goods notified as defective on delivery or Services notified as defective following performance in accordance with this Condition 8 will be limited to replacing the Goods or re-performing the Services within a reasonable time or to refunding the price then paid in respect of such Supplies.

5. Returns

Except as detailed in Condition 10 below, no order can be cancelled or accepted for credit without the prior written agreement of the Company. If cancellation/credit is accepted by the Company, the Customer must obtain a returns authorisation number from the Company prior to returning the Goods. Goods must then be returned, at the Customer's risk and expense, for receipt by the Company within 7 days of their delivery by the Company and must be undamaged, in re-saleable condition and in original packaging (which shall include any of the Company's outer packaging). The Customer should return the Goods to "The Returns Department, C AND C CABLES LTD T/A POWER LINK PLUS LTD, Time Technology Park, Unit 0A, Blackburn Road, Simonstone, Burnley BB12 7TY" quoting the Customer's account number and order number. The Customer is responsible for returning Goods to the Company and for providing proof of delivery of such return.

Goods returned after 7 days as 'unwanted' or 'incorrectly ordered' may be accepted at the discretion of the Company but will be subject to a restocking fee of 30% of the invoice value of the Goods. Goods that consist of software, are specially constructed or contain any of the hazardous substances referred to in the Directive 2002/95/EC on the Restriction of the Use of Certain Hazardous Substances in Electrical or Electronic Equipment may not be returned under this Condition 9.

6. Distance selling regulations

C AND C CABLES LTD is a trade site, however if the Customer is buying as a 'consumer', as defined in The Consumer Protection (Distance Selling) Regulations 2000, the Customer may, provided the Customer has taken reasonable care of the Goods and returns the Goods complete, undamaged, in re-saleable condition and in their original packaging (including the Company's outer packaging), return the Goods and be repaid the price paid in respect of them within 7 working days (excluding Saturday and Sunday and any UK Bank Holiday) of their delivery. To return Goods on this basis, the Customer must notify the Company in writing and return the Goods, in their original packaging, within the 7 day period to "The Returns Department, C AND C CABLES LTD T/A POWER LINK PLUS LTD, Time Technology Park, Unit 0A, Blackburn Road, Simonstone, Burnley BB12 7TY" quoting the Customer's account number and order number. Goods should be returned first class with proof of posting and the Customer is responsible for the payment of all postage costs. In respect of certain Goods the Company may prefer to arrange collection itself and, if requested, the Customer will allow the Company to collect the Goods and assist in the arrangements for the Goods' collection. All reasonable costs of collection will be borne by the Customer. The Customer is responsible for the care and custody of the Goods pending return or collection. Following receipt of Goods which comply with this Condition 10, the Company will refund to the Customer the price paid in respect of the Goods. This Condition 10 shall not apply to software that has been unsealed by the Customer.

7. Risk and ownership

The risk of damage to or loss of Goods will pass to the Customer when the Goods are unloaded from the Company's carriers at the Customer's premises. Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due from the Customer to the Company on any account whatsoever. Until ownership passes to the Customer, the Customer must hold the Goods on a fiduciary basis as the Company's bailee. If payment is not received in full by the due date, or the Customer passes a resolution for winding up or a court shall make an order to that effect, or a receiver is appointed over any assets or the undertaking of the Customer or an execution or distress is levied against the Customer, the Company shall be entitled, without previous notice, to retake possession of the Goods and for that purpose to enter upon any premises occupied or owned by the Customer.

8. Warranty/Guarantee

The Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer of Goods, or 12 months. Not all Goods are supplied with a manufacturer's or Company guarantee and guarantees which may be provided by manufacturers will vary in duration. It is the Customer's responsibility to check at the time of purchase as to the applicability of the Company's guarantee and/or the terms of any manufacturer's guarantee. Where the Company's guarantee is provided, the Company will, free of charge, repair or, at the Company's option, replace Goods or, in the case of Services, re-perform Services which are proved to the reasonable satisfaction of the Company to be damaged or defective due to faulty materials, workmanship or design

- if the defect arises because the Customer has altered or repaired such Goods without the written consent of the Company;
- because the Customer did not follow the manufacturers' instructions for storage, usage, installation, use or maintenance of the Goods;
- if the Customer has failed to notify the Company of any defect in accordance with Condition 8 where the defect should have been reasonably apparent on reasonable inspection; or
- if the Customer fails to notify the Company of the defect within 12 months (or such other period as the Company shall specify at the time of acceptance of the order for the Supplies) of the date of despatch of the Goods or performance of the Services.

Any replacement Supplies made or Goods repaired under this Condition 15 will be guaranteed on these terms for any unexpired portion of the period of guarantee given on the original Supplies. Any Goods which have been replaced will belong to the Company.

9. Liability

(i) The Company does not exclude its liability to the Customer:

- For breach of the Company's obligations under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;
- For personal injury or death arising as a result of the Company's negligence;
- Under section 2(3) Consumer Protection Act 1987;
- For breach of the statutory implied conditions in sections 13,14 and 15 of the Sale of Goods Act 1979 where the Customer deals as a 'consumer' as defined in the Unfair Contract Terms Act 1997;
- For any matter which it would be illegal for the Company to exclude or to attempt to exclude its liability; or
- For fraud, including fraudulent misrepresentation

And nothing in these Conditions shall affect the statutory rights of a Customer who deals as a 'consumer' as defined in the Unfair Contract Terms Act 1977.

(ii) Except as provided in Conditions 8 (inspection, defects on delivery and non delivery), 14 (performance and fitness for purpose), and 15 (Warranty and Guarantee) and this Condition 16 above, the Company will be under no liability to the Customer whatsoever (whether in contract, tort, (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct or indirect or consequential loss (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of use, loss of data, computer downtime, depletion of goodwill, business interruption, increased purchasing or manufacturing costs, loss of opportunity, loss of contracts and like loss) howsoever caused or arising out of or in connection with:

- Any of the Supplies, or the manufacture, sale, performance or supply or failure or delay in performance or supply of the Supplies by the Company or on part of the Company's employees, agents or sub-contractors;
- Any breach by the Company of any of the express or implied terms of the Contract;
- Any use made or resale or on-supply of any of the Supplies or any product incorporating any of the Goods or developed using the Supplies;
- Any acts or omissions of the Company at the Customer's premises;
- Any statement made or not made or advice given or not given by or on behalf of the Company; or
- Otherwise under the Contract

And the Company hereby excludes to the fullest extent permissible at law all conditions, warranties and stipulations, express (other than those set out in these Conditions or given in accordance with Condition 14) or implied, statutory, customary or otherwise which but for such exclusion, would or might subsist in favour of the Customer.

Save as set out in condition 16(ii) the Company's total liability in contract, tort, (including negligence), breach of statutory duty, misrepresentation or otherwise shall be limited to repairing or replacing Goods or in the case of Services, re-performing the Services or, at the Company's option, refunding monies already paid in respect of the Supplies.

Each of the Company's employees, agents and subcontractors may rely on and enforce the exclusions and restrictions of liability in Conditions 8, 11, 14, 15 and 16 in that person's own name and for that person's own benefit.