

ADE TERMS AND CONDITIONS

1. a.) 'The Company' shall mean ADE POWER LIMITED and its' agents, employees and sub-contractors.
b.) 'The Customer' shall mean any person buying goods or for whom work is done and/or materials supplied under the agreement with the Company.
c.) 'Statutory Rights' shall mean the rights as so defined by the Consumer Transactions (Restriction on Statements) Order 1976 or any statutory regulation amending or replacing the same.
d.) 'Work' and 'Sales' includes repair, installation work and the sale and supply of goods and materials.

2. a.) Unless notice is given to the Company within four days of despatch of an acceptance of order by the Company, that acceptance shall be deemed correctly to represent the Customer's order in all aspects.
b.) The Company shall not be obliged to accept any cancellation of the Customer's order after despatch of an acceptance of order.

3. a.) In the case of a sale to the Customer or of including items not of the Company's own manufacture, the price of such items to be paid by the Customer will be the manufacturer's price ruling at the time of despatch of the goods.
b.) Any extra expense occasioned by any variation by the Customer of the order (i.e. quantity, size, materials or instructions) shall be added to the estimate or contract price.

4. The Company's terms of payment are as above, see the payment terms, unless otherwise agreed and the Company shall thereafter be entitled to charge the Customer interest at a rate of 2% per month on any amounts from time to time remaining due and unpaid.

5. a.) Where the Company gives the Customer an estimate of the cost of work or repairs which it is proposed the Company should undertake such estimate is given upon the following terms:
b.) The Company shall not be bound to carry out work or repairs within the prices estimate so given.
c.) Where during the course of work or repairs being carried out by the Company it appears that the Company's estimate will be exceeded by 10% of the original estimate, the Company shall give a revised estimate to the Customer. The Customer shall then have the option to accept such revised estimate or to instruct the Company to discontinue the work or repairs upon payment by the Customer of the Company proper charges for work or repairs already carried out.
d.) Where no estimate has been given by the Company, the Customer shall pay the Company's standard rates or other rates negotiated with the Company for all the work and repairs carried out, such details of rates having previously been supplied to the Customer.

6. a.) In the case of a sale to a person dealing as a consumer as defined by the Unfair Contract Terms Act 1977, goods are supplied with the benefit of the conditions and warranties implied by Section 12-15 inclusive of the Sale of Goods Act 1893 as amended.
b.) In the case of a sale to a person dealing otherwise than as a consumer by the Unfair Contract Terms Act 1977 goods are supplied with the benefit of these conditions and warranties implied by section 12 of the Sale of Goods Act 1979 as amended.
c.) Subject to (a) and (b) above, whether express or implied, statutory or otherwise are hereby excluded in the case of a sale by the Company.
d.) Except where the Company is in breach of the conditions or warranties provided for in sub-classes (a) and (b) above, the Company shall not be liable for damage, injury or loss (including consequential loss) to the Customer or any third party (except for the Company's mis-delivery, delay or failure to carry out the work or out the of Company's defective workmanship or defective goods or materials supplied by the Company save:
e.) As to the extent to which the exclusion of such liability on the part of the Company may be disallowed under statute or statutory regulations.
f.) As to the extent to which provision is made below:
f.) The Company shall replace free of charge, for a period of 12 months from despatch, any items which are defective provided that such defects are attributable to faulty materials or faulty workmanship by the Company or to damage caused prior to such items leaving the Company's premises.
g.) Where the sale is of or includes items not of the Company's manufacture, the Company shall at the request and expenses of the Customer use it's' best endeavours to obtain for the Customer the benefit of any warranty, guarantee or undertaking supplied by the manufacturer of such items. In the case of such items the Company's liability shall in no case be more extensive than the liability to the Company of the person, firm, or company from whom the Company obtained such items under the terms and conditions of which items were supplied to the Company.
h.) Without prejudice to the above, in the case of a contract for work and materials the Company's liability shall be limited as follows:
i.) The Company will make good, without cost, any defective work, or repairs within fourteen days of the return to the Customer of the item to which such work or repairs was carried out.
j.) In the case of a wrong or defective part or parts supplied, the Company shall without further charge to the Customer, replace such wrong or defective part or parts provided that the Company is given notice of such wrong or defective part or parts within fourteen days of the return to the Customer of the item to which such wrong or defective part or parts had been fitted. Nothing the foregoing shall affect the Statutory Rights of the Customer.

7. Neither the Company nor the Customer shall have a claim against the other in respect of any damage or loss to the other resulting from an act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest, pandemic or any another event beyond their reasonable control and all estimates given or proper charges for work carried out are based upon the work being done without any delay or breaks resulting from such occurrences. In the event of there being any such occurrences resulting in an increased cost to the Company in carrying out the work, the increased cost shall be notified to the customer and added to the estimate / proper charges and the Company shall be entitled to have a further reasonable time in which to complete the work.

8. If a Customer shall become bankrupt, insolvent or enter into any form of liquidation or arrangement for the benefit of his / her or its' creditors or become unable or refuse or neglect to carry out his / her or its obligations under the contract or shall prevent or obstruct the carrying out of work by the Company, the Company may determine the act forthwith by serving notice in writing to the Customer either by registered post or by leaving such notice on the site where the work is being carried out without prejudice to any other rights and remedies that the Company may have.

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9. The Customer shall, free of charge, unload all goods and materials upon arrival at the prescribed destination where the work is to be carried out and provide secure and dry storage and all reasonable facilities for the execution of the work without interruption during working hours or any additional hours which are agreed between the Company and the Customer. If goods and materials are not stored where they are actually to be used, the Customer shall, when required by the Company, transport them to the place of use in readiness for the Company's workforce. The Customer shall be responsible for the safe condition of such goods and materials until, on the authority of the Company, they are removed from the site or all title in the goods/materials shall pass to the Customer as prescribed hereunder.
10. The Customer warrants that he is the owner of any items left for work or repair or is the authorised agent of the owner of such items.
11. Subject to the Customer's reasonable express instruction in writing, which the company has agreed, the Company reserves to itself absolute discretion as to the time, place, method and procedure of carrying out any work or repair.
12. The Company shall be entitled to its absolute discretion to carry out any of the work or repair by employing or instructing any other person to perform part or all of such work of by entrusting items left for work or repair to any other person on such terms as that person may stipulate.
13. a.) Goods agreed to be sold will remain the property of the Company until all monies due to the Company from the Customer, whether in respect of goods now agreed to be sold or on any other ground whatsoever, are paid to the Company. Notwithstanding the property in the goods remaining with the Company until full payments are made, the risk in those goods shall pass on their delivery / installation to the Customer.
- b.) The Customer shall hold any such goods in a fiduciary capacity as bailee thereof and shall keep such goods separate from the goods of the Customer and / or third parties and shall mark goods agreed to be sold by the Company so as clearly to indicate that they are the property of the Company. The Customer has a duty to take reasonable care of and to ensure the safety and security of such goods until title passes.
- c.) If such goods shall, if the course of any manufacturing or other process, be mixed or combined with any other goods to form Finished Articles. ('Finished Articles') The Finished Articles shall upon completion of such manufacturing or other processes be separated from all other products manufactured by the Customer and marked in a manner described in paragraph (b) and the property in the Finished Articles shall upon such separation vest in the Company.
- d.) Any proceeds of sale of such goods and/or the Finished Articles shall likewise be held by the Customer in a fiduciary capacity Upon Trust of the Company. The Customer has a duty to take reasonable care of and to ensure the safety and security of goods until title passes.
- e.) In the event that any payment to the Customer arising from the sale of such goods or Finished Articles shall be applied in the reduction or satisfaction of any overdraft or other indebtedness of the Customer to any creditor holding any security with the result that upon commencement of any insolvency proceedings in relation to the Customer or at the time of appointment of any receiver or receiver and manager thereof the value of the security held by such creditor is in excess of the amount of security up to the extent of the amount then owed to the Company by the Customer or the aforementioned excess, whichever shall be the lesser.
14. a.) Except where it is expressly otherwise agreed by the Company, the Customer shall pay for all work and repairs carried out on his behalf on or before collection of items left for work or repair, and the Company shall not be obliged to delivery up possession of any items left for work or repair until payment in full has been made.
- b.) The Company shall have lien over any items left with it for work or repair for the payment of any amounts owing by the Customer to the Company whether in respect of that work or repair not, together with any accrued interest and/or storage charges as hereinafter provided.
- c) When any items left for repair are ready for collection, the Company shall give notice thereof to the Customer. After the expiry of fourteen days from the delivery of such notice to the Customer, the Company shall no longer have any responsibility for or duties in connection with the items and shall not be regarded as the Customers bailee. If any items remain uncollected for a period exceeding three months after the company has given written notice to the Customer that such items are ready for collection, the Company shall in its discretion, be entitled to charge for storage of such items at the rate of 1% per month of the year of the gross value of the consignment stored until such items are collected by the Customer.
- d.) If after the expiry of three months from the Customer having received such notification from the Company that items are ready for collection, such items or any of them shall remain in the Company's possession, whether because of the Customers failure to collect such items or any of them or his failure or refusal to pay charges for work or repairs carried out, or interest or storage charges accrued, or any part thereof, the Company shall be entitle to sell such items or part of them and to deduct from the proceeds of the sale the expenses of such sale and the amount of any charges for work and repair done, interest and storage charges accrued, before accounting to the customer for any balance of such proceeds of sale. This right shall be in addition to any rights under the Disposal of Uncollected Goods Act 1972, or any statute / regulations replacing the same.
- e.) Notification shall be sent by post to the Customers residence, place of business or other address given by the Customer and shall be deemed to have been received by him in due course of post.
15. Where an acceptance of order or estimate provides for stage payments, if any payments shall not be made in accordance with those provisions or any variation thereof, work may be suspended without the Company thereby incurring liability for any claim, damage, or loss and, except in so far as shall relate to the dates on which stage payments are due, time shall not be of essence in the Contract.
16. Where the Company is called out by the Customer following installation work carried out by the Company, on the basis of an alleged defect in the work done or materials or parts supplied by the Company, the Company shall be entitled to invoice the Customer (under normal terms of payment) for the cost to the Company of that call-out, where the allegation made proves to have been made without foundation, there being no defect in the work done or materials or parts supplied by the Company.

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