Form C – Terms and Conditions of Trading

CONNEXION ELECTRICAL LTD · 9 Carlisle Road, London NW9 0HD · Version November 2026

Connexion Electrical Ltd (the Company) supplies goods to businesses only, and only on these terms. They apply to every contract with a customer (the Customer) and replace any terms the Customer tries to impose, including those on its purchase orders.

1. Application of these terms

1.1 These terms apply to all quotations, orders, deliveries and invoices, to the exclusion of any other terms, including those on the Customer's order, website or correspondence.

1.2 The Company sells to businesses and the trade only. The Customer confirms it buys for the purposes of its business and not as a consumer.

1.3 A contract is formed when the Company confirms the order in writing or dispatches the goods, whichever happens first. A quotation lasts 14 days unless the Company withdraws it sooner.

1.4 The Customer is responsible for the accuracy of its order. Orders placed by its staff, agents or subcontractors bind the Customer.

1.5 These terms apply from the first order and to every later order until replaced. The Company may change them on 14 days' notice by email or on its website, and orders placed after that period are on the changed terms. They can otherwise be varied only in writing signed by a director of the Company.

1.6 "In writing" includes email. "Insolvency Event" is defined in clause 10.3.

2. Prices, VAT and minimum orders

2.1 Goods are invoiced at the price on the day of dispatch. Prices exclude VAT, which is added at the rate in force.

2.2 The Company may change a price before dispatch to reflect changes in costs it does not control, including exchange rates, duties, freight and supplier prices.

2.3 The minimum order is £100 net of VAT. Carriage is charged on orders below £400 net of VAT.

3. Orders, cancellation and special orders

3.1 An order is cancelled only if the Company agrees in writing, on terms that cover its costs and losses.

3.2 Goods made, imported, cut or ordered specially for the Customer ("specials") are sold under a separate contract on the conditions the Company states for them. They cannot be cancelled or returned.

3.3 To the extent the law allows, the Company may cancel any unperformed order, without liability and without losing any other right, if the Customer fails to pay on time, exceeds its credit limit or suffers an Insolvency Event.

4. Delivery, carriage and packaging

4.1 Delivery dates are estimates. Time is not of the essence unless the Company agrees otherwise in writing.

4.2 Subject to clause 2.3, the Company delivers carriage paid to addresses in the UK. Delivery to remote areas or outside the UK is by agreement and may carry extra carriage.

4.3 The Company may deliver in instalments. Each instalment is a separate contract, and a late or faulty instalment does not let the Customer cancel the rest.

4.4 If the Customer cannot take delivery or collect on the agreed day, the Company may store the goods at the Customer's risk and cost and charge its reasonable storage and re-delivery costs.

4.5 Where an order does not match standard pack quantities, the Company may supply the nearest standard packaging.

4.6 If the Customer exports goods, it is responsible for all licences, duties and compliance.

5. Inspection, shortages and damage

5.1 The Customer must check goods on delivery and note any visible damage or shortage on the carrier's delivery note.

5.2 The Customer must tell both the carrier and the Company in writing of any damage or shortage within 3 working days of delivery, and of any non-delivery within 7 days of the invoice date.

5.3 The Company is not liable for delay by a carrier after dispatch. If goods are lost or damaged in transit and the Customer gave notice in time, the Company will replace them or credit the price.

5.4 To the extent the law allows, the Company may reject a claim that is not made within these times.

6. Returns for credit

6.1 The Company accepts returns only of goods in its current range that are unused, undamaged, in complete original packaging, and returned within 14 days of delivery.

6.2 The Customer needs the Company's written authorisation (a returns number) before sending anything back. Returns travel at the Customer's risk and cost unless the Company sent the wrong goods.

6.3 A handling charge of 12.5% of the invoice price applies to every return, except goods sent in error or found defective under clause 11.

6.4 Specials, cut lengths of cable, clearance or discontinued lines, and goods not bought from the Company cannot be returned.

6.5 Accepted returns are credited to the Customer's account. A credit note is the Customer's only remedy for a return.

7. Credit account

7.1 Credit is granted at the Company's discretion and only once the Customer's Form A is approved. Until then goods are supplied against payment in advance.

7.2 The Company sets a credit limit for the Customer. It may reduce or withdraw the limit, or stop supplying on credit, at any time, including where its credit insurer reduces or withdraws cover. It may hold any order that would take the account over its limit or past due.

7.3 The Company may ask for other security or payment in advance.

7.4 The Customer must tell the Company within 7 days of any change to its name, address, directors, ownership, control, legal status or bank details, and of anything that may affect its ability to pay.

7.5 The Company may carry out credit checks on the Customer and share account and payment information with credit reference agencies, credit insurers and fraud prevention agencies.

8. Payment, interest and compensation for late payment

8.1 Payment is due on the last day of the month following the month of the invoice, and in every case no later than 60 days after the invoice date, unless the Company agrees other terms in writing. Time for payment is of the essence.

8.2 The Customer must pay in full and in cleared funds, without set-off, deduction or counterclaim. The Company may set off any sum it owes the Customer against any sum the Customer owes it.

8.3 If the Customer queries an invoice, it must tell the Company in writing, with full details, at least 8 days before the due date, and must pay any undisputed part on time. A query raised later, or without enough detail, does not delay payment.

8.4 If any sum is not paid by its due date, the Company is entitled to:

(a) interest at 8% a year above the Bank of England base rate from time to time, from the due date until payment, before and after judgment (the rate under the Late Payment of Commercial Debts (Interest) Act 1998);

(b) fixed compensation for each overdue invoice under that Act: £40 where the debt is under £1,000, £70 where it is £1,000 to £9,999.99, and £100 where it is £10,000 or more; and

(c) its reasonable costs of recovery above that fixed compensation.

Nothing in these terms reduces or excludes the Company's rights under that Act.

8.5 While any sum is overdue, the Company may suspend deliveries, stop supplying on credit, withdraw discounts and require payment in advance.

8.6 The Company may apply any payment to the oldest unpaid invoice, whatever the Customer says.

8.7 If a payment is overdue or an Insolvency Event occurs, and subject to clause 10.4, every sum owed under every contract becomes immediately payable.

9. Risk and title (retention of title)

9.1 Risk and insurance. Risk in the goods passes to the Customer on delivery to the address given, or on collection by the Customer or its carrier. From then until title passes, the Customer must keep the goods insured against all risks for their full replacement price with a reputable insurer, note the Company's interest on the policy, and produce the policy on request.

9.2 Retention of title. Legal and beneficial ownership of the goods stays with the Company and does not pass to the Customer until the Company has received payment in cleared funds for those goods in full.

9.3 The Customer's duties until title passes. The Customer must:

(a) hold the goods as the Company's bailee and keep them in good condition;

(b) store them separately from its own and other goods, in a way that shows they are the Company's property, and not remove or hide any packaging, label or mark;

(c) keep records that let the goods be identified by invoice and delivery note;

(d) not pledge, charge, lend or otherwise give any third party rights over them;

(e) tell the Company at once if it suffers an Insolvency Event or a third party tries to seize them;

(f) tell the Company within 2 working days of a request where the goods are and who has bought any of them.

9.4 Resale. The Customer may resell the goods in the ordinary course of its business, as principal and not as the Company's agent, only while no payment is overdue and no Insolvency Event has occurred. This permission ends automatically on either event, or when the Company withdraws it by notice.

9.5 Recovery of goods. If a payment is overdue, an Insolvency Event occurs, or the Customer breaches this clause 9, the Company may by notice end the Customer's permission to resell and require it to deliver up the goods for which the Company has not been paid. If the Customer does not do so at once, the Customer irrevocably authorises the Company and its agents to enter any premises or vehicle where the goods are, or are reasonably believed to be, to inspect and recover them, without liability for trespass or for any damage caused by reasonable steps. The Customer must get any landlord's or third party's consent that is needed. The Company will credit the Customer's account with the net price it obtains on any resale of recovered goods. Where an administration, moratorium or other insolvency procedure requires the consent of an office-holder or the court, the Company will seek it and will otherwise use these rights as far as the law allows.

9.6 Goods of the same kind. Where the Customer holds goods of the same description from the Company and from others, the goods it holds are presumed to be the Company's unpaid goods, up to the amount owed, unless the Customer proves otherwise.

9.7 Price. The Company may claim the price of goods whether or not title has passed.

9.8 Proceeds of sale (separate clause). If the Customer sells goods before title passes, it holds the proceeds, up to the amount it owes the Company, on trust for the Company. At the Company's request it must keep them in a separate account, not mixed with other money, and account for them to the Company. If the Customer has not been paid by its buyer, it must on request transfer to the Company its right to recover that price, and the Company will account to the Customer for anything received above the sum owed.

9.9 All sums (separate clause). Title to all goods supplied under any contract with the Customer stays with the Company until the Customer has paid in cleared funds all sums it owes the Company on any account, whether or not they are yet due. Until then clauses 9.3 to 9.8 apply to all those goods.

9.10 Separate clauses. Each of clauses 9.1 to 9.9 stands alone. If any one is held invalid or unenforceable, including because it creates a charge that is not registered, the others are not affected.

9.11 The Customer confirms that this clause 9 has been specifically drawn to its attention.

10. Default and insolvency

10.1 The Customer is in default if it fails to pay on time, breaches these terms and does not put it right within 7 days of notice, suffers an Insolvency Event, or the Company reasonably believes an Insolvency Event is about to happen.

10.2 On a default the Company may, in addition to its other rights: suspend or cancel deliveries and unperformed orders; require payment in advance; treat all sums owed as immediately payable; and use its rights under clause 9.

10.3 An "Insolvency Event" is any of the following, for the Customer: being unable to pay debts as they fall due; a petition or resolution for winding up; the appointment of a receiver, administrator, liquidator, trustee or similar officer; a company voluntary arrangement, restructuring plan, moratorium or other arrangement with creditors; a bankruptcy order or application or individual voluntary arrangement; ceasing or threatening to cease business; or any similar event anywhere.

10.4 Clauses 3.3, 8.7 and 10.2 apply only as far as the law allows. In particular, where the law (including section 233B of the Insolvency Act 1986) stops the Company ending or changing a supply because the Customer has entered an insolvency procedure, the Company will not do so. This does not affect the Company's right to payment for goods supplied after that procedure starts, or its rights under clause 9.

11. Defects and guarantee

11.1 The Company describes goods as accurately as its publications and the manufacturer's data allow. Minor variations in specification, finish or packaging are not a breach.

11.2 The Company will replace, or refund the price of, goods that on examination prove to have been defective in materials or workmanship when dispatched, if the Customer tells the Company in writing as soon as it finds the defect and within 12 months of delivery, and returns the goods or lets the Company inspect them when asked.

11.3 Where a manufacturer gives a longer warranty, the Company will pass on its benefit where it can.

11.4 The Customer is responsible for checking that goods suit its purpose and are correctly rated. Goods must be installed, tested and used by competent persons following the manufacturer's instructions, BS 7671 and the law.

11.5 No claim is accepted for goods that have been altered or repaired by anyone other than the Company, or damaged by misuse, wear and tear or incorrect installation.

11.6 This clause is in place of all other guarantees, conditions and warranties, express or implied, as far as the law allows.

12. Limits of liability

12.1 Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for breach of the terms about title implied by section 12 of the Sale of Goods Act 1979, or for anything else the law does not allow to be limited.

12.2 Subject to clause 12.1, the Company is not liable, in contract, tort (including negligence) or otherwise, for loss of profit, revenue, business, contracts, goodwill or anticipated savings, for any indirect or consequential loss, or for the cost of removing, installing, re-installing or testing goods.

12.3 Subject to clause 12.1, the Company's total liability for all claims arising from one order is limited to the price paid for the goods in that order.

12.4 The Customer agrees that it is for the Customer to insure against the losses excluded in this clause.

13. Product compliance, traceability and recalls

13.1 The Customer must keep records of who it supplies the goods to, for as long as the law requires, and give them to the Company or an enforcement authority within 5 working days of a request.

13.2 If the Company, a manufacturer or a regulator decides goods must be recalled or corrected for safety or compliance reasons, the Customer must stop supplying and using them, follow the Company's instructions and help to trace them. The Company will credit or replace the affected goods.

13.3 The Customer must pass on all safety information, warnings and instructions supplied with the goods.

13.4 The Customer must not remove, alter or cover any marking, label, conformity mark or batch number, or put its own name or mark on the goods, without the Company's written consent.

14. Events beyond our control

14.1 The Company is not liable for delay or failure to perform caused by anything beyond its reasonable control, including supplier or shipping failure, port or customs delay, import restrictions, tariffs or new duties, energy or fuel disruption, strikes, fire, flood, extreme weather, epidemic, war, terrorism or government action.

14.2 The Company may suspend or cancel the affected part of an order and will tell the Customer. If this lasts more than 60 days, either party may cancel the undelivered goods. The Customer must still pay for goods already supplied.

15. Data protection

15.1 Each party will comply with the UK GDPR and the Data Protection Act 2018 (as amended, including by the Data (Use and Access) Act 2025) for personal data it shares with the other, and acts as an independent controller.

15.2 The Customer will make sure that every individual whose details it gives the Company, including directors, owners and staff, has been given the Company's privacy notice in section 3 of Form A.

16. General

16.1 These terms, Form A and any written variation are the whole agreement. The Customer does not rely on any statement not set out in them. This does not limit liability for fraud.

16.2 The Customer may not assign or subcontract its rights or duties without the Company's written consent. The Company may do so.

16.3 Notices must be in writing and sent by hand, first-class post or email to the address on Form A. An email is received on the next working day. The Customer must keep its email address up to date.

16.4 A delay in using a right is not a waiver of it. If any term is held invalid, the rest stays in force.

16.5 Only the parties may enforce these terms. The Contracts (Rights of Third Parties) Act 1999 does not apply.

16.6 Forms A, B and C may be signed electronically and in counterparts, and a scan or electronic copy is as valid as the original.

16.7 If the Customer is a partnership, the partners are jointly and severally liable.

16.8 These terms and every contract under them are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction, but the Company may also sue where the Customer or its assets are.

Customer name		Signed		Date	