

## Deliveries & Risk

Eclectic Components' Terms of Trade cover the following topics. This section is dedicated to 'Deliveries and Risks'.

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### 5 Deliveries and Risk

5.1 Delivery of the Goods shall be affected and risk in the Goods shall be transferred in accordance with the trading arrangements applicable to the Contract. Where the Goods are collected from the Company's premises by or on behalf of the Customer delivery shall take place and risk shall be transferred to the Customer on collection. Where delivery of the Goods is made by way of delivery arrangements to a named delivery point then delivery shall take place and risk shall pass once the Goods are delivered to the named delivery point named in the Contract or otherwise agreed between the Company and the Customer. The Customer shall pay to the Company such insurance and other charges as are payable in accordance with clause 4.2. The Customer shall be responsible for insuring the Goods to their full value on passing of the risk.

5.2 Where delivery of the Goods is to be made for export by way of FOB the air or sea port of shipment, unless otherwise agreed in writing between the Company and the Customer, the Company shall be under no obligation to give notice under section 32 (3) of the Sale of Goods Act 1979.

5.3 Any date specified by the Company for the delivery of the Goods or beginning of rendering of the Services is an estimate only and time for delivery shall not be made of the essence by notice. If no date has been specified delivery shall be within a reasonable time.

5.4 The Company shall not be liable for any shortfall in the delivery of the Goods unless written notice is given to the Company within 3 (three) Working Days of delivery.

5.5 Any liability of the Company for non-delivery or shortfall in the delivery of the Goods shall be limited to the Company delivering or making up such shortfall within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods. The Company shall not be liable for any loss (including but not limited to loss of profit and consequential loss), costs, damages, charges or expenses caused directly or indirectly by any delay or shortfall in the delivery of the Goods and/or Services. 5.6 If for any reason the Customer will not accept delivery of any of the Goods and/or supply of the Services when they are ready for delivery or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations, risk in the Goods will pass to the Customer and the Company may store them until actual delivery and the Customer will be liable for all related costs and expenses (including without limitation storage and insurance). If the Customer continues for 30 days after the said date of readiness to refuse delivery or supply of the Services or the Company remains unable to deliver due to the aforesaid failure of the Customer to provide appropriate instructions, documents, licences or authorisations the Company may raise an invoice to the value of the Goods or Services so ready to be supplied and the Customer will pay to the Company the invoice price in addition to the related costs and expenses referred to aforesaid which will continue to be payable until the actual date of delivery.