

Orders

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

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3 Orders

3.1 Each order for Goods and/or Services by the Customer to the Company shall be deemed to be an offer by the Customer to purchase the Goods and/or Services subject to these Conditions.

3.2 Orders for the Goods and/or Services shall be in writing and no contract will come into existence until confirmed in writing by the Company or, if the Company, at its discretion, accepts a telephoned order against the Customer's Official Order Number which acceptance shall then be confirmed by the Company in writing, or, if earlier than either of the foregoing, the Company delivers the Goods or begins to render performance of the Services to the Customer.

3.3 Any quotation given by the Company is given on the basis that no Contract will come into existence until the Company despatches a written confirmation of order to the Customer or, if earlier, the Company delivers the Goods or begins to render performance of the Services to the Customer.

3.4 The Customer shall be responsible to the Company for ensuring that the terms of its order are complete and accurate and for giving the Company any necessary information within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

3.5 No variation to these Conditions or to any order once accepted by the Company shall have any effect unless expressly agreed in writing and signed by a duly authorised representative of the Company. In the event of the Company agreeing to vary any order the costs of all additional works done by the Company in respect of such variation shall be paid by the Customer either at the date of such variation or at the date of delivery of the Goods or supply of the Services whichever the Company shall decide.

3.6 Prior to entering into any Contract the Company may supply to the Customer drawings, technical specifications, catalogues and other matter based upon information supplied by the Customer to assist the Customer in planning its requirements. All such information is supplied for the sole purpose of giving an approximate idea of the Goods and/or Services described in it. Any such information supplied shall not form part of the Contract and the Company accepts no liability in respect of the accuracy or suitability for the Customer's purpose of any such information supplied and the sale shall not be a sale by sample.

3.7 It is the Customer's responsibility to ensure that all information given by it and items supplied to it are accurate and to the Customer's satisfaction.

3.8 The Company may at its absolute discretion refuse to accept any order from any Customer or to enter into a Contract to supply any Goods or Services to any Customer and in such event shall notify such Customer in writing of its decision not to supply in which event the Customer shall have no claim against the Company for any loss arising as a result of the Company's refusal to supply.

3.9 Unless otherwise agreed in writing by the Company no Goods supplied by the Company to the Customer are on sale or return or sample basis.

3.10 Once accepted by the Company orders may not be cancelled by the Customer unless, in exceptional circumstances, at the Company's discretion, and provided the request for cancellation is made in writing by the Customer and received by the Company within 10 (ten) days of acceptance of the order by the Company, the Company accepts in writing a request from the Customer to cancel an order. In these exceptional circumstances any deposit paid by the Customer will be refunded in full less a £50 administration fee.