

## CONDITIONS OF SALE

### 1. GENERAL

- 1.1 There shall be no binding contract between Seller and Buyer until Buyer's order has been accepted by Seller.
- 1.2 These conditions shall apply to the exclusion of all other terms, including any standard terms of Buyer, except as agreed in writing by Seller. Acceptance of the goods shall be deemed to indicate Buyer's agreement to these conditions.
- 1.3 Seller reserves the right to change the design and specification of goods ordered by the Buyer without notice and to substitute comparable goods.

### 2. PRICE

- 2.1 Unless otherwise agreed, the price of the goods will be that ruling in Seller's price list at the date of despatch. Seller shall be entitled to amend its price list from time to time without notice.
- 2.2 Unless otherwise agreed, prices quoted are exclusive of the cost of delivery to any destination in the United Kingdom and are exclusive of Value Added Tax.

### 3. PAYMENT

- 3.1 Payment shall be made no later than 30 days from the date of the invoice.
- 3.2 Seller reserves the right to charge interest of 2.5% monthly on accounts that are not settled within our terms of trading.
- 3.3 Unless otherwise agreed, all accounts are net.

### 4. DELIVERY AND RISK

- 4.1 Any times quoted for delivery are estimates only and Seller shall not be liable for failure to deliver within the time quoted.
- 4.2 Delivery of the goods to the stipulated place of delivery or to a carrier nominated by Buyer, whichever is sooner, shall constitute delivery to Buyer. All risks in the goods shall pass to Buyer on such delivery.
- 4.3 Discrepancies and damage apparent at the time of delivery must be noted on carriers receipt note and notified to Seller in writing within seven (7) days of receipt.
- 4.4 Seller shall be entitled to make partial deliveries or deliveries by instalments and to invoice for such deliveries as made. These conditions shall apply to each such delivery.

### 5. TRANSFER OF PROPERTY

- 5.1 Property in the goods shall remain in Seller until Seller has received payment in full of the price and any additional sums due under contract.
- 5.2 Buyer shall store the goods in such a way that they can be identified as Seller's property. If Buyer shall sell or otherwise dispose of or shall make any insurance claim in respect of the goods prior to making payment in full for them, he shall do so as principal and not as agent for Seller and shall not give any warranties or incur any liability on behalf of Seller. The proceeds of any such sale or other disposition (or claim thereto) as well as the proceeds of any insurance claim made by the Buyer in respect of the goods shall belong to Seller to the extent of all sums due to Seller in respect of the goods.
- 5.3 Failure by Buyer to make all payments when due shall give Seller the right without prejudice to any other remedy of Seller, to repossess the goods without prior notice and to enter any premises for the purpose of such a repossession.
- 5.4 Nothing in this condition shall give Buyer any right to return goods sold hereunder. Seller may sue Buyer for the price when due notwithstanding that property in the goods may not have passed to Buyer.

### 6. GUARANTEE AND LIMITATION OF LIABILITY

- 6.1 Seller guarantees that the goods will be free from defects caused by faulty materials or poor workmanship upon delivery. Under this guarantee Seller will at its option either repair, replace or give credit to Buyer for any goods found to be so defective provided that:
  - a) Seller is notified in writing within 7 days of receipt of the goods of any defect.
  - b) The defective goods are returned to Seller carriage prepaid by Buyer.
  - c) Examination of the goods by Seller reveals to its satisfaction that such defect exists and has not been caused by misuse, neglect, accident, improper storage or handling or by repair or alteration not effected by Seller.
- 6.2 Save as expressly set out above, Seller shall be under no liability whatsoever whether in respect of negligence or otherwise in connection with the goods or this contract. All conditions, warranties or other terms, whether express or implied, statutory or otherwise are hereby excluded, provided that nothing in this paragraph shall restrict any liability of Seller for negligently caused death or personal injury.

### 7. QUANTITIES

All printed orders are subject to a production of 5% overs or unders, these will be charged for accordingly.

### 8. FORCE MAJEURE

Without prejudice to any other of these conditions, Seller shall be under no liability for delay or non performance of any obligations hereunder due to any circumstances whatsoever beyond the control of Seller.

### 9. BUYER'S BREACH AND FINANCIAL SITUATION

If Buyer shall be in breach of any of its obligations hereunder or under any other contract with Seller or if at any time Buyer's financial condition does not in Seller's unfettered judgement justify continuance of this contract on the terms of payment agreed, Seller may, without prejudice to any other rights and without any liability whatsoever to Buyer, cancel any outstanding part of the contract or suspend any deliveries until such time as Buyer shall provide security satisfactory to Seller for the performance of all obligations of Buyer to Seller.

### 10. LAW

This contract shall be governed by and construed in accordance with English law and the courts of England shall have jurisdiction to hear all disputes arising in connection with it.