

TERMS AND CONDITIONS OF SALE

1. APPLICATION (a) All business accepted by us the Seller, is subject to the following terms which shall be incorporated in and shall constitute the whole of the agreement between the Seller and you the Buyer as at the date of despatch of the contract goods from our premises to the exclusion of all other agreements (whether oral or written) or documents passing between the parties prior to such date. (b) In the event of any conflict between the foregoing terms on the one hand and the conditions of business of the Buyer on the other hand the foregoing terms shall prevail except to the extent that any departure therefrom has been agreed in writing signed by a director on the Seller's behalf. The foregoing terms shall come into force on the Seller's acceptance of an order and apply to all orders. The waiver by the Seller of any breach of any of the foregoing terms or any forbearance or indulgence shown by the Seller shall not prevent the subsequent enforcement of the term in question and shall not be deemed to be a waiver of any subsequent breach.

2. CREDIT ACCOUNTS (a) Save where a ledger account has been opened payment upon order will prevent delay in delivery. (b) Ledger accounts will only be opened on receipt of a satisfactory Bank reference and two trade references, and upon the buyer giving other such security as the Seller may require. All accounts are due for payment by the last day of the month following delivery (the due date), and all accounts are strictly nett unless otherwise agreed in writing by the Seller.

3. PRICES AND QUOTATIONS (a) All prices quoted are estimates only and are valid for 14 days only and in any event are subject to adjustment upwards, to the prices ruling on the date of despatch. All prices quoted are exclusive of VAT unless otherwise stated. Clerical and typing errors are subject to correction. Once an order has been accepted any quotation given shall lapse. (b) A contract is made once the Seller accepts an order but the Seller reserves the right at any time by giving notice to the customer without explanation to: (1) Refuse to accept an order (2) Cancel an order (3) Suspend deliveries against an order (4) Refuse cancellation of an order. No variation of an order will be recognised unless otherwise agreed by the Seller in writing.

4. OVERDUE ACCOUNTS The Seller shall have the absolute right to refuse further deliveries where the Buyer is in breach of any obligation imposed upon it under these conditions including (but not exclusively) failure to pay its account by the due date. Further the Seller shall have the right to charge interest at the rate of 2.5% per month on overdue accounts in addition to any costs to which the Seller may be entitled to within court proceedings and the Seller shall be deemed to have incurred a further £100.00 costs in instituting recovery proceedings which shall be payable by the Buyer. Where any account is overdue and at the request of the Seller all sums invoiced by the Seller to the Buyer shall become immediately due for payment and any discounts offered by the Seller to the Buyer shall be retrospectively recharged on all overdue invoices.

5. SUSPENSION AND TERMINATION Without prejudice to the Seller's right to accept the Buyer's repudiation of the Contract the Seller shall be entitled (without prejudice to any other rights the Seller may have) to suspend further performance of any Contract to which these Terms and Conditions shall apply if the Buyer is overdue with any payment or had a Receiver or Liquidator appointed or if the Buyer wrongfully fails to take delivery of any goods ordered by it or if the Buyer exceeds its credit limit or if the Buyer is in breach of any of its obligations under these Terms and Conditions.

6. DELIVERY (a) Any delivery date quoted by the Seller shall be an estimate only and unless otherwise agreed in writing and duly signed on behalf of the Seller time shall not be of the essence in delivery and the Buyer shall not be entitled to damages or loss howsoever arising as a result of the Seller's failure to deliver by any specified date or to any location. (b) Delivery shall be taken by the Buyer within such period (if any) required by the Seller and notified to the Buyer. In default of acceptance of delivery as aforesaid the Seller shall if it thinks fit and if its storage facilities permit store goods which are subject of the order and take all reasonable steps to prevent deterioration until actual delivery but the Buyer shall be liable to the Seller for the Seller's reasonable costs in respect thereof. The storage of such goods shall be at the absolute discretion of the Seller and this condition shall not affect in any way other legal remedies of the Seller in connection with the Buyer's failure to take delivery at the appropriate date. (c) Subject to 6 (d) hereof delivery shall be made by the Seller to the premises of the Buyer without charge if the Buyer's premises fall in the Seller's delivery van area as may be from time to time defined by the Seller. Deliveries.

outside such area may be charged for by the Seller at its discretion. (d) Where goods are specially ordered and a carriage charge is incurred by the Seller, the Seller reserves the right to pass on this charge to the Buyer. (e) Should the Applicant fail to object to any item appearing on the suppliers statement within 14 days of date of despatch of statement, the amount shall be deemed to be in order and the Applicant be deemed to have received delivery of each and every item appearing on such statement in good order and condition.

7. BREAKAGES AND DAMAGES The Buyer is required to inspect goods for shortages or apparent defect and damage at the time of delivery. Claims in respect thereof will not be accepted where the Buyer (or anyone apparently having its authority to do so) has signed a delivery note accepting the warranty and condition of the goods. Claims for shortages, defects or damage in other respects must be made in writing to the Seller within three days of delivery of advice note by the Seller or its supplier (in which respect time shall be of the essence).

8. DESCRIPTION Where goods are ordered from the Seller's current catalogue it is hereby agreed that the Seller cannot accept responsibility howsoever caused arising from any errors of omissions, misdescriptions or illustrations contained in or referred to in the catalogue. The Seller reserves the right to make any deletions, alterations, amendments or additions to such catalogue without notice.

9. DEFECTIVE GOODS (a) The Seller is not a manufacturer. Where goods sold by the Seller are the subject of manufacturer's warranty the Seller shall extend such warranty to the Buyer for the duration thereof provided that the Buyer does not in any way invalidate such warranty and any complaint relating to the goods is notified to the Seller in accordance with these Terms and Conditions. (b) The Seller shall on request endeavour to give the Buyer the best assistance and guidance but in view of the range of the Seller's products and the uses to which they may be put it is the Buyer's responsibility to ascertain, quality, fitness, suitability and durability. (c) The Seller shall not be liable under this agreement or in any other way for any loss of profit consequential loss or damage howsoever arising by act or omission of the Seller or defects in goods sold by the Seller. (d) The Seller shall not in any event be liable to the Buyer or any Third Party for any damages arising from any breach of this agreement in excess of the price charged by the Seller to the Buyer for the goods or services, complained of. (e) Where despite the terms of these conditions the Seller is liable to the Buyer or any Third Party for damages in excess of the price of the goods or services complained of the Buyer shall indemnify the Seller against its liability to pay any such excess.

10. RETURNS No goods may be returned without the Seller's prior written consent. Goods returned with the Seller's prior agreement must state the Seller's original invoice number. The right is reserved to levy a re-stocking charge (up to 50% of the invoice value at the Seller's discretion). Boxes and cases that have been charged will be credited in full if returned to the despatching branch in good condition and carriage paid within 14 days from the date of the Seller's invoices but subject to any re-stocking charge. The right is reserved to refuse the return of goods supplied to specific order not held "in stock". All cancellations of such orders must be confirmed in writing prior to despatch of goods from the Supplier's. The customer will be liable for the invoice value of the goods where they have been specially made and cannot be cancelled.

11. TITLE The risk in any goods sold by the Seller to the Buyer shall pass on delivery but the title to any such goods shall not pass until the purchase price thereof has been received by the Seller. The Seller may recover or re-sell such goods or any part thereof in any of the following events: (i) If the Seller has not received any payment for the goods by the due date or (ii) If before the due date the Buyer commits an act of bankruptcy or has a Receiver appointed over all or any part of its business or a petition issued or a resolution passed for the winding up of the Buyer or upon the commencement of any other act or proceeding in which the Buyer's solvency is involved or (iii) If before the due date the Buyer ceases or threatens to cease carrying on his business. And in any exercise of this right to recovery the Seller shall have the right to go upon any premises occupied or used by the Buyer or where the goods (or any of them) are situated and even if the goods have been attached or connected to any other goods, products, plant or machinery which are readily removable the Seller may remove the same. Until the Seller has been paid in full the relationship of the Buyer to the Seller shall be fiduciary and the Seller shall have the right to trace the proceeds of any disposal of the goods by the Buyer or of any insurance covering the same which shall be paid into a separate new account and not into any overdrawn account.

12. FORCE MAJEURE In the event of war, invasion, act of foreign enemy hostility (whether war has been declared or not), rebellion, civil war, revolution, insurrection of military or usurped power the Seller be relieved of liabilities incurred under any contract with the Buyer relating to the purchase of the Seller's goods wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by any Statute, Rules, Regulation Orders or Requisition issued by any Central or Local Government or other competent authority or by reason of strikes, lockouts, breakdown of plant or other causes (whether or not of a like nature beyond the Seller's control).

13. GENERAL The Buyer and Seller agree that the limitation and exclusions incorporated herein are reasonable in all circumstances but it is agreed that of any such limitation or exclusion would by operation of law be adjudged to be void as going beyond what is reasonable for the protection of the Seller's interest but would be valid if part of the wording was deleted or the extent and scope thereof reduced the said limitations and exclusions shall apply with such modifications as may be necessary to make them valid and effective.

14. JURISDICTION This agreement shall be governed by and adjudicated under English Law only. All contracts to which these Terms and Conditions apply and be deemed to have been made at the Seller's Office located at 28 Aston Road, Waterlooville, Portsmouth PO7 7XJ