



1 GENERAL

Unless otherwise expressly agreed in writing all goods the subject of this contract ("the Goods") are sold subject to the following conditions to the exclusion of any conditions of the Purchaser and no agent or representative of the Company has any authority to vary or omit these conditions or any of them unless the same is accepted in writing by a director of the Company.

2. PRICES

2.1 The Company reserves the right to vary the quoted price for the Goods by upward additions in accordance with market conditions at the date of delivery and the Purchaser shall pay such addition to the purchase price. Price lists do not constitute an offer.

2.2 Unless otherwise stated prices are net and exclusive of VAT which will be charged at the applicable rate.

3. DELIVERY

3.1 The Company will use its reasonable commercial endeavours to deliver at the time stated but delivery dates shall be regarded as approximate only.

3.2 Failure to deliver at the time stated will not be sufficient cause for cancellation and the Company will not be liable for any losses, costs, damages or expenses consequential or otherwise suffered by the Purchaser.

3.3 Where delivery is made by instalments, delay in delivering one or more instalments shall not entitle the Purchaser to refuse to accept any remaining instalments.

3.4 The Purchaser shall not refuse to accept delivery of any consignment or instalment on account of any shortage or defect in any other delivery.

3.5 Delivery shall take place when the Goods are delivered to the Purchaser's premises unless the Purchaser has given the Company special instructions as to carriage or delivery in which case delivery shall take place when the Goods are delivered to the order of the Purchaser.

4. TERMS OF PAYMENT

4.1 Payment shall be made in full no later than 30 days after the invoice date.

4.2 Time for payment shall be of the essence of the contract.

4.3 If payment is not made by the due date or if there is any default or refusal on the part of the Purchaser to take due delivery of any Goods all moneys owing (whether due or not) by the Purchaser to the Company shall become due and the Company may without prejudice to any of its rights under these conditions withdraw any discounts and charge interest on the amount of all sums outstanding at the rate of 3% per annum above the base rate Royal Bank of Scotland PLC or the prevailing rate pursuant to statute (whichever is the greater) from time to time such interest to accrue on a daily basis until the date of actual payment, after as well as before any judgement.

4.4 All payments are to be made on or before the due date as a condition precedent to future deliveries and where the Goods are delivered in instalments payment for each instalment shall be a condition of delivery of subsequent instalments.

4.5 All payments must be made without deduction of any kind.

4.6 The Purchaser will pay all costs and expenses, including without limitation, legal and other debt collection expenses incurred by the Company in recovering and attempting to recover all or any amounts due to the Company from the Purchaser.



5. TITLE AND RISK

5.1 Risk in Goods shall pass to the Purchaser on delivery and the Purchaser shall insure the Goods for their full value from that time.

5.2 Notwithstanding clause 5.1 legal and beneficial ownership of the Goods shall remain with the Company until unconditional payment in full has been received by the Company:

- 5.2.1 for the Goods;
- 5.2.2 for any goods supplied by the Company;
- 5.2.3 for any moneys due from the Purchaser to the Company on any account.

5.3 Until property in the Goods passes to the Purchaser under clause 5.2 the Purchaser shall be bailee of the Goods and shall keep the Goods separately and readily identifiable as the property of the Company.

5.4

5.4.1 Notwithstanding clause 5.2 the Purchaser may as principal in the ordinary course of its business sell the Goods by bona Fide sale at full market value or in the ordinary course of its business use the Goods.

5.4.2 Goods shall be deemed sold or used in the order delivered to the Purchaser.

5.4.3 Any resale by the Purchaser of Goods in which the property has not passed to the Purchaser shall (as between the Company and the Purchaser only) be treated as if made by the Purchaser as agent for the Company.

5.5

5.5.1 If Goods in which property has not passed to the Purchaser are mixed with or incorporated into other Goods the property in those other goods shall be held on trust by the Purchaser for the Company to the full extent of the sums recoverable by the Company under clause 5.2.

5.5.2 The proceeds of sale of any Goods and any other goods referred to in clause 5.5.1 shall be held by the Purchaser in trust for the Company to the extent of all sums recoverable by the Company under clause 5.2.

5.5.3 The Purchaser shall keep any proceeds of sale as referred to in clause 5.6.2 in a separate account but in any event the Company shall have the right to trace such proceeds according to the principles in re Halletts Estate (1880) 13 Ch D 696.

5.6 The Purchaser assigns to the Company all rights and claims the Company may have against its own customers and others in respect of Goods specified in clause 5.4.3, Goods specified in clause 5.5.1 and proceeds of sale specified in clause 5.5.2.

5.7 At any time prior to property in Goods passing to the Purchaser (whether or not any payment to the Company is then overdue or the Purchaser is otherwise in breach of any obligation to the Company) the Company may (without prejudice to any other of its rights):

- 5.7.1 retake possession of all or any part of the Goods and enter any premises for that purpose (or authorise others to do so) which the Purchaser hereby authorises;
- 5.7.2 require delivery up to it of all or any part of the Goods;
- 5.7.3 terminate the Purchaser's authority to resell or use the Goods forthwith by written notice to the Purchaser which authority shall automatically terminate (without notice) upon any insolvency of the Purchaser or it going into liquidation (as defined in the Insolvency Act 1986) or it having a receiver appointed or calling a meeting of its creditors or any execution or distress being levied on Goods in its possession.



5.8 The Company may at any time appropriate to such indebtedness as it thinks fit sums received from the Purchaser notwithstanding any purported appropriation by the Purchaser.

5.9 Each clause and sub-clauses of this clause is separate severable and distinct.

6 TITLE AND RISK (TO APPLY WHEN GOODS ARE SUBJECT TO THE LAWS OF SCOTLAND)

6.1 Property and title in the Goods shall not pass to the Purchaser until the price due in terms of the contract has been received by the Company. Where the items to be supplied in terms of the contract are delivered in instalments this clause will apply to each instalment as if it formed the subject matter of a separate and independent contract.

6.2 Until the price of the Goods has been paid the Purchaser will hold and store the goods as agent for the company and in a manner which clearly distinguishes them from other goods and products of the Purchaser and indicates that they are in fact owned by the Company and not by the Purchaser.

6.3 The Purchaser shall not sell or dispose of any individual consignment of or delivery of the Goods save as agent for the Company until the price due in terms of the contract has been received by the Company.

6.4 On the happening of any of the following events the Company may recover any of the Goods remaining in the Purchaser's possession and the Company its agents or servants will be entitled to remove any Goods for which the price has not been paid:-

- if the price of such Goods shall remain unpaid at the expiration of their allotted credit period;
- if the Purchaser, being an individual has a petition presented for his or her sequestration or makes any arrangement or composition with his or her creditors or signs a Trust Deed for behoof of his or her creditors or has a Trustee, interim or otherwise, appointed to his or her estates;
- if the Purchaser, being a company makes any composition or arrangement with its creditors, has an administrative receiver or receiver appointed to any part of its property and assets, has any petition presented for the appointment of an administrator, interim or otherwise, or has any such administrator appointed, has any petition presented for its winding-up or any liquidator provisional, interim or otherwise appointed or calls any meeting of its creditors;
- if the Purchaser has any diligence carried out against it or its assets.

6.5 Notwithstanding the provisions of this clause risk in all Goods supplied shall pass to the Purchaser on delivery whereupon the Purchaser shall be liable for insurance of such Goods.

6.6 Sub-clauses 6.1, 6.2, 6.3, 6.4 and 6.5 of this clause shall each be construed and receive effect as a separate clause of these conditions.

7. DAMAGE IN TRANSIT

7.1 When the price quoted includes delivery, and except where the Purchaser has given special instructions as to carriage or delivery and delivery has been made to the order of the Purchaser as mentioned in clause 3.5, the Company will either repair or replace free of charge Goods damaged in transit or allow credit therefor provided the Purchaser shall give the Company notice in writing of the extent and nature of the damage:

- 7.1.1 where Goods are delivered by the Company within 3 days of the date on which the Goods were delivered; or
- 7.1.2 where the Goods are delivered by outside carriers within such time as will enable the Company to comply with such carriers' conditions or carriage for the notification of such claims.



7.2 In the absence of such notification the Purchaser shall be deemed to have accepted the Goods.

8. SHORTAGES INCOMPLETE ORDERS DAMAGED GOODS AND NON-DELIVERY

8.1 No claims for shortages incomplete orders or Goods differing in quantity or description from the particulars specified on the delivery note shall be made unless the Company is notified in writing within 7 days of receipt of the Goods and in the absence of such notification the Purchaser shall be deemed to have accepted the Goods.

8.2 No claims for non-delivery shall be made unless the Company is notified in writing within 14 days of receipt of invoice.

8.3 No claims for damaged Goods shall be made unless the Company is notified in writing within 3 days of receipt of the Goods and in the absence of such notification the Purchaser shall be deemed to have accepted the Goods.

9. RETURN OF GOODS

9.1 The Purchaser shall not be entitled to return Goods supplied for credit or rectification except by special arrangement confirmed by the Company in writing. Any request for the return of Goods must be accompanied by the invoice number and the date on which the Goods were delivered.

9.2 The Purchaser shall not accept returned Goods unless they are returned in stock condition and the Company reserves the right at its sole discretion whether to rectify the Goods or issue a credit note in respect thereof.

9.3 Except as may otherwise be provided in these Standard Conditions or as may be agreed in writing by the Company and the Purchaser the risk and cost of carriage and insurance in respect of all Goods returned by the Purchaser to the Company for service or credit shall be borne by the Purchaser

9.4 A handling or re-stocking charge may be deducted from any credit allowed by the Company where it is established that the reason for the return of the Goods was not due to any error or fault on the part of the Company.

10. WARRANTY

10.1 Save as provided in sub-clauses 10.2, 10.3 and 10.4 of this clause and in so far as is permitted by statute all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded, and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Goods supplied by the Company, and whether such defects or deficiencies are caused by the negligence of the Company or its servants or agents or otherwise.

10.2 The Company agrees to make good by replacement or repair, defects which arise solely from faulty materials or workmanship within a period of twelve months of delivery, provided that the Company is immediately notified in writing of the defect and (if required) the Goods are promptly returned to the Company.

10.3 The Company does not exclude its liability for death or personal injury and accepts liability for any breach on the part of the Company of any undertaking as to title, quiet possession and freedom from encumbrance which may be implied by Section 12 of the Sales of Goods Act 1979.

10.4 This clause shall not deprive a Purchaser dealing as a consumer pursuant to Section 12 of the Unfair Contract Terms Act 1977 of his statutory rights.

10.5 The warranty given in this clause is subject to the following provisos, namely:



- 10.5.1 that the Purchaser shall have followed all instructions issued by the Company in relation to the Goods;
- 10.5.2 that in the case of defects that would have been reasonably apparent to the purchaser on reasonable examination of the Goods on delivery, the Purchaser shall notify the Company of the defects in writing within 14 working days of delivery;
- 10.5.3 that in the case of any other defects, the Purchaser shall notify the Company of the defects in writing within seven working days of the date when the defect becomes apparent.

10.6 Where it has been agreed in writing that the price for the Goods be reduced in consideration of the Purchaser undertaking maintenance and repair of the Goods at its own cost, the warranty in this clause shall be excluded from the contract save that the Company shall be responsible for supplying free of charge such parts and other accessories as it shall in its absolute discretion think fit.

11. LIMITATION OF LIABILITY

Without prejudice to sub-clauses 10.3 and 10.4 of clause 10 above the amount of any damages recoverable by the Purchaser from the Company for breach of contract or negligence shall be limited to the invoice price of the Goods.

12. PATENT COPYRIGHT AND INDUSTRIAL PROPERTY RIGHTS

Unless otherwise agreed in writing patent copyright and other industrial property rights including rights of confidence if any arising in any hardware or software and any associated documentation shall be the sole property of the Company and the Company reserves the right to sell and package to any other purchaser or purchasers.

13. DESCRIPTIVE MATTER AND ILLUSTRATIONS

All descriptions and illustrations and particulars of weights and dimensions issued by the company in catalogues, price lists, advertising matter and forwarding specifications are by way of general descriptions and approximate only, and shall not form part of any contract or give rise to any liability on the part of the Company.

14. DESIGN VARIATION

It is the policy of the Company to endeavour to develop and improve its products, and accordingly the Company reserves the right to change all specifications (including but not limited to variations in colour) without prior notification or public announcement pursuant to such policy. Provided that nothing in this clause shall oblige the Purchaser to accept Goods which do not reasonably comply with the contract.

15. INABILITY TO SUPPLY

15.1 Without prejudice to any other condition hereof should the manufacture, supply or despatch of the whole or any part of the Goods contracted for be interrupted, prevented or hindered by any cause or causes whatsoever beyond the Company's control the Company shall be entitled to postpone or suspend any delivery or deliveries under the contract until (in the Company's judgement) any such cause has ceased to operate. The Company shall be under no liability whatsoever in respect of such postponement or suspension.

15.2 If delivery is delayed for more than 3 months the Company has the option (without incurring any liability for loss or damage arising therefrom) of cancelling the contract and refunding any payment made by the Purchaser.

15.3 Without limiting the generality of the cause or causes referred to above the same shall include war, fire, accident, breakdown of plant or machinery, industrial action, disputes (including strikes and lockouts) unavailability of and restrictions on supplies, non-delivery or delay in delivery of any materials or any other circumstances (of whatsoever nature and not limited to the foregoing) which directly or indirectly interrupt or hinder the



due performance of the contract.

16. TERMINATION

The Company shall be entitled to terminate any contract forthwith without prejudice to its own rights accrued at the date of such termination and to recover damages in the event of any breach by the Purchaser of its obligations hereunder if the Purchaser shall be adjudicated bankrupt or has a receiving order against it, or being a company, if an administrator, administrative receiver or a receiver is appointed of the whole or any part of its assets or undertaking or a winding-up order is made against the Purchaser or the Purchaser goes into voluntary liquidation (other than for the purpose of reconstruction or amalgamation) or, (in either case) if the Purchaser calls a meeting or makes any arrangement or composition with creditors or allows execution or distress to be levied against its goods.

17. GOVERNING LAW

The contract shall be governed by and construed in accordance with English law and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.