

1. DEFINITIONS

In these conditions:

- 1.1 "goods" including the provision of any incidental service which the Seller has agreed to provide to the Buyer under the contract
- 1.2 Any requirement of writing shall not be sufficiently constituted by any printed form

2. TERMS OF CONTRACT

- 2.1 All contracts between the Seller and the Buyer for the sale or supply of any goods by the Seller shall be on these conditions and the acceptance by the Seller of any order from the Buyer shall be deemed to incorporate all these Conditions
- 2.2 No terms contained in any order form or other document of the Buyer and no variation or departure from these Conditions and no other term or condition whatsoever which is not contained herein shall have any force or effect whether as part of or as collateral to the contract except insofar as the Seller has expressly agreed thereto in writing signed by an authorised person
- 2.3 None of the Seller's employees or agents are authorised to make any representation concerning the goods and the Seller shall not be bound by any representation purported to be made on its behalf unless confirmed by the Seller in writing signed by an authorised person

3. WARRANTIES CONCERNING DESCRIPTION OF GOODS

Except where the Seller and the Buyer have otherwise expressly agreed in writing the sale shall not be a sale by sample and samples submitted and descriptions, illustrations or forecasts in trade literature catalogues or brochures or otherwise howsoever shall be taken as showing type, class or general character only and not as importing terms or warranties as to substance, performance, colour, quality or dimension, and the failure to conform with such samples, descriptions or illustrations shall not constitute any breach of contract on the part of the Seller

4. PRICES

- 4.1 Prices are agreed on the basis of costs then prevailing
- 4.2 Prices are agreed exclusive of packing, insurance, VAT and, in the case of sales where the goods are to be delivered by the Seller to the Buyer in a country outside the United Kingdom, of any similar indirect tax
- 4.3 Carriage will be charged subject to a minimum of £10.00 on all orders except
- 4.3.1 (if delivery is to destinations within the United Kingdom) where the VAT exclusive net price of the goods ordered is £100 or more
- 4.3.2 (if delivery is to destinations in Eire, the Channel Islands, Scottish Offshore Islands or the Isle of Man) where the VAT exclusive net price of the goods ordered is £150 or more
- 4.3.3 Terms for the early settlement of invoices are stated on our invoices and may vary from time to time. London Postal Districts, standard £10.00 delivery charge for orders under £100. No surcharges. Next day delivery is available at additional cost. The right is reserved to make changes without notice
- 4.4 The Seller shall be entitled to adjust the price at the date of invoice by such amount as may be necessary to cover any increase sustained by the Seller after the date of contract in any direct or indirect cost of making, obtaining, handling or supplying the goods
- 4.5 The Buyer shall have no right to reject the goods on the grounds of variation from the quantity ordered where such variation is no greater than Ten percent of the quantity ordered and the Buyer shall pay in full for the quantity actually supplied

5. DELIVERY

- 5.1 Where delivery is to be made by instalments each instalment shall be treated as a separate contract and delay, default or non-delivery in respect of one instalment on the part of the Seller shall not entitle the Buyer to cancel the remainder of the contract
- 5.2 Failure by the Buyer to pay for any instalment or delivery when payment is due shall entitle the Seller to withhold further deliveries
- 5.3 Unless otherwise expressly agreed any completion or delivery date given by the Seller is an estimate only made under current conditions, shall not be or become a term of the contract or any contract collateral thereto, is given without any legal commitment and the Seller shall not be liable for any warranty or representation which may have been made in the course of negotiation in relation to a completion or delivery date and no times quoted, specified or agreed for delivery or for the performance of any other obligations of the Seller shall be of the essence of the contract
- 5.4 Unless otherwise expressly agreed in writing, delivery shall take place at the premises of the Buyer or at such other site as may be nominated by the Buyer
- 5.5 Claims must be made to the Seller in writing
- 5.5.1 for breakage within seven days of delivery
- 5.5.2 for shortage or non-delivery within seven days of invoice date
- 5.6 The Seller will not accept return of any goods unless approval of their intended return has been given in advance. The Seller cannot under any circumstances accept return of goods specially obtained on behalf of the Buyer. The Seller is normally prepared to accept return of current stock lines subject to a minimum restocking charge of twenty percent (20%) of the then current price of the goods plus the cost of carriage if the Seller agrees to collect

6. PAYMENT

- 6.1 Goods will be invoiced when they are ready for collection or despatch
- 6.2 If:
- 6.2.1 the Buyer fails to pay any amount when it is due or fails or refuses to accept delivery of any goods or give delivery instructions in relation to them when they are ready for collection or despatch, or
- 6.2.2 (where the Buyer is an individual) the Buyer dies or becomes of unsound mind or a petition is presented for a Bankruptcy Order against him or an interim receiver of his property is appointed, or
- 6.2.3 (where the Buyer is a company) a petition is presented or a resolution is passed for the winding up of the Buyer or the Buyer has an administrative receiver or administrator appointed the price of all goods invoiced or despatched by the Seller shall become immediately due and payable by the Buyer and the Seller may either treat any contract made between the Buyer and the Seller as cancelled or suspend or continue the delivery of goods under such contract without prejudice to any other right or remedy of the Seller
- 6.3 Interest shall accrue on all sums due and outstanding at the rate of Three percent (3%) above the current base rate of HSBC BANK PLC from time to time (compounded quarterly) from the due date of payment and shall continue to accrue notwithstanding the commencement of any legal process or the obtaining of any judgement
- 6.4 The Buyer shall not be entitled by reason of any dispute relating to the goods under this or any other contract to withhold payment of any amount which is due to the Seller hereunder or to set off any such amount or payment or any counterclaim whether liquidated or unliquidated for any sum or sums for which the Seller does not admit liability
- 6.5 The Seller reserves the right to refuse to execute any order or contract if the arrangements for payment or the credit of the Buyer appear to be or become unsatisfactory
- 6.6 The Buyer shall on demand reimburse to the Seller all fees and disbursements incurred by the Seller's solicitors or other agents with regard to the recovery of any sums due and outstanding
- 6.7 With respect to credit accounts, the Seller will make a search with a credit reference agency which will keep a record of that search and will share that information with other businesses. The Seller may also make enquiries about the principal directors with a credit reference agency.

7. TRANSFER OF RISK

The risk in the goods shall pass to the Buyer on delivery

8. RETENTION OF TITLE

- 8.1 The property in the goods supplied shall not pass to the Buyer until full payment has been made in respect of those goods and until such time the Buyer's possession shall be as bailee for the Seller
- 8.2 Until such time as payment in full has been made, the Buyer shall not sell or otherwise dispose of the goods except as the fiduciary agent of the Seller
- 8.2.1 if the Buyer receives money for such goods or if any sum is paid under any insurance policy in respect of such goods the Buyer shall hold such monies in a separate account to identify the same as belonging to the Seller
- 8.2.2 the Seller shall account for any monies received pursuant to these provisions to the extent that such monies exceed the sum due from the Buyer to the Seller in respect of such goods provided that nothing in this sub-paragraph shall prejudice such rights of set off as the Seller may have against the Buyer
- 8.3 If:
- 8.3.1 the Buyer defaults in punctual payment of any sum due to the Seller or (being an individual) is the subject of a Bankruptcy Petition or an Interim Order or (being a company) is subject to a Winding Up Petition, Administrative Receivership or an Administration Order or if the company passes any resolution for liquidation, or
- 8.3.2 the Buyer suffers from any distress or execution to be levied on its property then the Buyer shall no longer be in possession of the goods with the consent of the Seller and the Seller may retake possession of the goods
- 8.4 The Buyer shall keep the goods insured to their full value, store, mark or designate them so as clearly to indicate that they are the property of the Seller and in the event that any sum becomes payable under any insurance policy in respect of the goods, the provisions in Clauses 8.3.1 and 8.3.2 shall apply to the sum payable or paid
- 8.5 The Buyer shall not pledge or allow any lien or charge to arise over the goods or any documents of title thereto
- 8.6 Nothing in this Clause shall:
- 8.6.1 confer on the Buyer any right to return goods supplied by the Seller or to refuse or delay payment for them, or
- 8.6.2 be construed so as to create any privity of contract between the Seller and any other person other than the Buyer

9. EXCLUSION OF LIABILITY

- 9.1 The Seller will within the Seller's absolute discretion repair or replace or refund the purchase price of any goods that the Seller shall be satisfied were defective in material or workmanship at the time of delivery provided that notice has been given to the Seller of such defect within forty-eight hours of the time when by reason of an opportunity to inspect the goods or otherwise the Buyer could first reasonably have ascertained that such defect existed and provided that the Buyer has not in any way dealt with the goods as to result in their being in any worse condition than when delivered, fair wear and tear excepted
- 9.2 Except insofar as the same has been expressly incorporated into the contract in writing or except where the Seller has submitted to the Buyer a specification which is expressly specified to be binding upon the Seller, the Buyer is deemed to have satisfied himself as to the suitability of the goods for the purpose which the Buyer requires them and no warranty, term or condition as to the quality, condition or suitability for any purpose of any goods shall form part of the contract or have any force or effect as collateral thereto and any other terms or warranties that might otherwise arise by statute or by implication of law are hereby expressly excluded
- 9.3 Insofar as the Seller may have the benefit of any guarantee or warranty given by any manufacturer of the goods or other third party the Seller will at the request of the Buyer use all reasonable efforts to ensure that insofar as may be practicable the benefit of such guarantee or warranty inures to the Buyer and will at the Buyer's request execute an assignment of the benefit thereof to the Buyer
- 9.4 Where any goods are delivered that do not comply with the contract the Buyer shall prior to making any claim for damages or compensation against the Seller afford the Seller a reasonable time and opportunity to act in accordance with Clause 9.1 and the Seller shall in any event not be liable to the Buyer for any loss or waste of storage, warehousing, shipping, processing, manufacturing or other space or facility or labour time or effort expended of any like nature or any other indirect loss
- 9.5 Without prejudice to the operation of any other of these Conditions where any goods are delivered that do not comply with the contract any liability of the Seller to the Buyer for any loss or expense of whatsoever nature thereby occasioned shall be limited to and shall not exceed a sum equal to the contract price of that part of the goods in respect of which the default has been made

10. GENERAL LIMITATION OF LIABILITY

Without prejudice to the effect or operation of any other Clause the aggregate liability of the Seller to the Buyer for any loss or damage of whatsoever nature arising out of any breaches of this contract shall be limited to and shall not exceed a sum equal to the contract price or the goods comprised in an order of (where the goods are delivered by instalments) the price of the goods comprised in the instalment in respect of which the breach occurs

11. INVALID TERMS

- 11.1 Insofar as it may appear to any court arbitrator or tribunal that any of these Conditions which seeks to impose any restriction or limitation of liability on the part of the Seller to any specified sum or percentage of the price of the goods and to which the Unfair Contract Terms Act 1977 applies does not satisfy the requirement of reasonableness, such restriction shall not be disregarded or treated as null and void or as having no application but shall be construed as if there were substituted therein such greater minimum specified sum or percentage of the price of the goods as would in the opinion of the court arbitrator or tribunal be reasonable and shall be given effect accordingly
- 11.2 Subject to Clause 11.1 if it appears to any court arbitrator or tribunal that any terms of these Conditions is invalid or unenforceable as a result of the application of any rule of law or construction, such term shall be deemed to have been deleted from the document which shall be construed accordingly

12. LAW

- 12.1 These conditions and any contract of which they form part shall be governed by and construed in accordance with English Law
- 12.2 The Uniform Laws on International Sales Act 1967 shall not apply to any contract of which these Conditions form part
- 12.3 The Buyer irrevocably submits to the non-exclusive jurisdiction of the English Courts

Please note all details were correct at the time of going to press, ensure that you check with our Call Centre who have the up to date information on our terms of trading. The right is reserved to make changes without notice.

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