

BUSINESS TERMS & CONDITIONS

Consumer Sales

If you order goods other than as a business (e.g. because you are a consumer) then: these terms and conditions do not apply; and our consumer terms and conditions shall apply to your order and any resulting contract between you and us.

Terms of the contract

- If you place an order for goods as a business, these terms and conditions apply to your order and to the contract between you and us.

We may change these terms and conditions at any time. Any changes will apply to any orders that you place after the time that we update the terms and conditions on our website. The changes will not apply to any order that you place before we make the changes on our website.

When the contract is created:

- No contract exists between you and us until we notify you that we have accepted your order and delivered the goods ;
- We are not obliged to accept your order ;
- We may cancel your order if we cannot supply the goods for any reason.

a) Conditions applicable

- These conditions shall apply to all contracts for the sale of goods by us to you to the exclusion of all other terms and conditions including any terms or conditions which you may purport to apply under any purchase order confirmation of order or similar document.
- All orders for goods shall be deemed to be an offer by you to purchase goods pursuant to these conditions.
- Acceptance of delivery of the goods shall be deemed conclusive evidence of your acceptance of these conditions.
- Any variation to these Conditions (including any special terms and conditions agreed between you and us) shall be inapplicable unless agreed in writing by us.
- These terms represent the entire agreement between you and us.

b) Price and payment

- The price (unless otherwise expressly stated) shall be exclusive of value added tax which shall be due at the rate ruling on the date of our invoice.
- Where the price is expressed to be inclusive of value added tax we have the right to adjust the price at any time before delivery to take account of any increase in value added tax.
- Payment of the price and value added tax shall be due within 30 days of the date of the date of the invoice. Time for payment shall be of the essence.
- Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 5% above Barclays Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.
- If you fail to make any payment on the due date then without prejudice to any of our other rights we may:
 - suspend or cancel deliveries of any articles due to you; and/or
 - appropriate any payment made by you to such of the goods (or goods supplied under any other contract with you) as we may in our sole discretion think fit.

c) No set off

You may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counter-claim which you may have or allege to have or for any other reason whatsoever.

d) Delivery and non-delivery of goods

- The goods shall be delivered to you at your address. The risk in the goods shall pass to you upon such delivery taking place.
- We shall arrange for carriage of the goods to your address. The costs of carriage and any insurance which you reasonably direct us to incur shall be reimbursed by you without any set-off or other withholding whatever and shall be due on the date for payment of the price. The carrier shall be deemed to be your agent.
- We shall not be liable for any loss or damage whatever due to failure by us to deliver the goods or any of them promptly or at all.
- Notwithstanding that we may have delayed or failed to deliver the goods or any of them promptly you shall be bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within 3 months of the agreement.

e) Retention of title by us

- The goods shall be at your risk as from delivery.
- In spite of delivery having been made property in the goods shall not pass to you until:
- you have paid the price plus delivery; and
- no other sums whatever shall be due from you to us.
- Until property in the goods passes to you the goods and each of them shall be held by you on a fiduciary basis as bailee for us.
- You shall store the goods (at no cost to us) separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.
- Notwithstanding that the goods (or any of them) remain our property you may sell or use the goods in the ordinary course of your business at full market value for our account. Any such sale or dealing shall be a sale or use of our property by you on your own behalf and you shall deal as principal when making such sales or dealings.
- Until property in the goods passes from us the entire proceeds of sale or otherwise of the goods shall be held in trust for us and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as our money.
- We shall be entitled to recover the price (plus delivery) notwithstanding that property in any of the goods has not passed from us.
- Until such time as property in the goods passes from us you shall upon request deliver up to us such of the goods as have not ceased to be in existence or resold. If you fail to do so we may enter upon any premises owned occupied or controlled by you where the goods are situated and repossess the goods. You authorise us to repossess the goods from any other premises where the goods may be situated from time to time provided always that we have the consent of the person who owns, occupies or controls such premises to enter thereon. On the making of a request by us to you to deliver up such goods your rights to sell, use or otherwise deal with the goods shall cease.
- You shall not pledge or in any way charge by way of security for any indebtedness any of the goods which are our property. Without prejudice to our other rights, if you do so all sums whatever owing by you to us shall forthwith become due and payable.
- You shall insure and keep insured the goods to the full price against all risks to our reasonable satisfaction until the date that property in the goods passes from us, and shall whenever requested by us produce a copy of the policy of insurance. Without prejudice to our other rights, if you fail to do so all sums whatever owing by you to us shall forthwith become due and payable.
- You shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to our other rights, if you fail to do so all sums whatever owing by you to us shall forthwith become due and payable.

f) Acceptance of the goods

- You shall be deemed to have accepted the goods 3 days after delivery to your carrier or your address.

- After acceptance you shall not be entitled to reject goods which are not in accordance with the contract.

g) Rejection of the goods

- If you properly reject any of the goods which are not in accordance with the contract you shall nonetheless pay the full price for such goods unless you return such goods to us at your cost before the date when payment of the price is due.

h) Return of goods which are in accordance with the contract

- No goods delivered to you which are in accordance with the agreement will be accepted for return by us without our prior written approval (in accordance with our returns authorisation procedure) and on terms to be determined at our absolute discretion.
- If we agree to accept any such goods for return you shall be liable to pay a handling charge of (20%) of the invoice price plus delivery costs. Such goods must be returned by you to us carriage-paid and in the original packaging.
- Goods which are in accordance with the agreement and are returned without our prior written approval may at our absolute discretion be returned to you or stored at your cost without prejudice to any other rights or remedies we may have.

i) Variations in description or specification

- We may deliver goods of a different description or specification from that agreed and as may be required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the goods.

j) Limitations upon our liability to you

- Our liability to you for any breach of contract or negligence (save and except our liability for negligence for death or personal injury) shall be limited to the price of the goods together with any expenses incurred by you in notifying us and returning the goods to us.
- We shall not be liable for any consequential loss including without limitation any loss caused by interruption of your business, loss of electronic information or physical damage to property and whether directly or indirectly caused by any breach of contract or by negligence by us or by any servant or agent of ours.
- We recommend that as a matter of good business practice you maintain insurance and that you maintain a back up system and that you back up your electronic information.

k) Choice of law and jurisdiction

- This contract is subject to the law of England and Wales.
- All disputes arising out of this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- If any part of these terms and conditions shall be found to be unlawful, it shall not affect the validity or enforceability of the remainder of the conditions.