

CONDITIONS OF SALE

1. Definitions

- 1.1 "Buyer" means the person who buys or agrees to buy the goods from the Seller.
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 "Delivery Date" means the date specified by the Seller when the goods are to be delivered.
- 1.4 "Goods" means the articles which the Buyer agreed to buy from the Seller.
- 1.5 "Price" means the price for the Goods excluding carriage, packing, insurance and VAT.
- 1.6 "Seller" means Gordon Low Products Limited.

2. Conditions applicable

- 2.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. The Price and Payment

- 3.1 The Price for the Goods is expressed exclusive of VAT which shall be due at the rate ruling on the date of the Seller's Invoice.
- 3.2 Payment of the Price and VAT shall be due within 30 days of the date of the Invoice (time for payment shall be of the essence).
- 3.3 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 4% 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 judgment.

4. The Goods

The quantity and description of the Goods shall be as set out in the despatch note.

5. Warranties and liability

- 5.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. All other warranties conditions or terms relating to fitness for purpose merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded.
- 5.2 The Seller shall not be bound by any verbal representations or statements made by the Seller its servants and agents.

6. Delivery of the Goods

Delivery of the Goods shall be made to the Buyer's address or any alternative address specified by the Buyer on the Order Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

7. Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have accepted Goods 24 hours after delivery to the Buyer or any other party designated by the Buyer to receive the Goods.
- 7.2 The Buyer or designated recipient of the Goods must indicate in writing on the Delivery Note details of any Goods damaged at Delivery and must sign the details at the time of delivery.
- 7.3 After acceptance the Buyer shall not be entitled to reject the Goods which are not in accordance with the Contract.

8. Title and risk

- 8.1.1 In spite of delivery having been made, property and title in the Goods shall not pass from the Seller until the Buyer shall have paid the Price plus VAT in full and no other sums whatever shall be due from the Buyer to the Seller.
- 8.1.2 Until property and title in the Goods passes to the Buyer in accordance with clause 8.1.1 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- 8.1.3 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.
- 8.1.4 The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller.
- 8.1.5 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 8.1.3 shall cease.
- 8.1.6 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 8.1.7 The Buyer shall insure and keep insured the Goods to the full Price against "all risks" to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 8.1.8 The Buyer 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 the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 8.2 Risk shall pass on delivery of the Goods.

9. Remedies of Buyer

- 9.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the Contract of Sale.
- 9.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
- 9.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.
- 9.4 The Seller accepts no responsibility whatsoever for any consequential loss.
- 9.5 The Seller accepts no responsibility for indirect loss and the responsibility of the Seller is limited to replacement of the Goods.
- 9.6 The Seller shall not be liable to the Buyer or any customers or licensees of the Buyer in relation to any loss originating from any use of the Goods for purposes other than those they are designed for nor any loss resulting from any use of display racks or display equipment supplied by the Seller.
- 9.7 The Buyer shall be entirely responsible for correct assembly of any display racks or equipment supplied by the Seller.

10. Intellectual property

The specifications and designs of the Goods (including the copyright design right or other intellectual property in them) shall as between the parties be the property of the Seller. Where any designs or specifications have been supplied by the Buyer for manufacture by the Seller or to the order of the Buyer then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

11. Legislation

Any dispute in relation to these conditions of sale or any contract entered into pursuant to these conditions of sale shall be subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.