

## Terms & Conditions of Sale

### DEFINITIONS

1. IN these Conditions the following expressions shall have the following meanings:

(1) "the Company" means Solutions House Limited trading as Solutions House Limited and also where the context permits its assigns and any sub-contractor for the said company.

(2) "Goods" means the articles or things or any of them described in the contract:

(3) "the Buyer" means the person, firm or company with whom the contract is made by the Company whether directly or indirectly through an agent or factor who is acting for or instructed by or whose actions are ratified by such person, firm or company.

(4) "Company's Premises" means the premises mentioned in the Company's quotation or other contractual document or if not so mentioned means the Company's premises at The Heath, Runcorn, Cheshire, WA7 4QX.

### GENERAL

2. THESE Conditions shall be deemed to be incorporated in all contracts of the Company to sell Goods and in the case of any inconsistency with any other letter or form of contract sent by the Buyer to the Company or any other communication between the Buyer and the Company whatever may be their respective dates the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a director on behalf of the Company. Any concession made or latitude allowed by the Company to the Buyer shall not the strict rights of the Company under the contract. If in any particular case any of these Conditions shall be held to be invalid or shall not apply in the contract the other Conditions shall continue in full force and effect.

### ORDERS

3.

(1) NOTWITHSTANDING that the Company may have given a detailed quotation no order shall be binding on the Company unless and until it has been accepted in writing by the Company.

(2) The Company's catalogues, brochures, leaflets, or correspondence are not binding and reasonable variations may be made without notice and Goods so varied shall be accepted as complying with the contract.

### PRICES

4.

(1) THE prices payable for Goods shall unless otherwise stated by the Company in writing and signed on its behalf be the list price of the Company current at the date of despatch and in the case of an order for delivery by installments the price payable for each installment shall be the first price of the Company current at the date of despatch of such installment unless otherwise expressly stated to be firm for a period.

(2) All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate.

### PATENTS

5. THE Buyer shall indemnify the Company against all costs, claims and damages incurred or threatened arising out of any proven infringements of patents, trade marks, registered designs, design right or copyright occasioned by the manufacture or sale of the Goods made to the specification or special requirements of the Buyer.

### TERMS OF PAYMENT

6.

(1) UNLESS otherwise agreed by the Company in writing, payment shall be due within 30 days of the date of the invoice.

(2) If the Goods are delivered by installments the Company shall be entitled to invoice each installment as and when delivery thereof has been made and payment shall be due in respect of each installment whereof delivery has been made notwithstanding non-delivery or other installments or other default on the part of the Company.

(3) If upon the terms applicable to any order the price shall be payable by installments or if the Buyer has agreed to take specified quantities of Goods at specified times a default by the Buyer of the payment of any due installment or the failure to give delivery instructions in respect of any quantity of Goods outstanding shall cause the whole of the balance to the price to become due forthwith.

(4) The price of the Goods shall be due in full to the Company in accordance with the terms of the contract and the Buyer shall not be entitled to exercise any set-off lien or any other similar right or claim.

(5) The time of payment shall be of the essence of the contract.

(6) In the event of queries arising from invoice details, such details must be notified to the company in writing within 15 days of invoice date. Failure to comply with this condition will render the invoice payable in full when due.

(7) Without prejudice to any other rights it may have, the Company is entitled to charge interest at 2% above the Current Base Rate of HSBC on overdue payments of the price of the Goods or the price of any installments thereof, such interest to run from the due date for payment until payment in full is received whether before or after judgement.

### DELIVERY

7.

(1) THE period for delivery shall be the period within which the goods are intended to be despatched from the Company's Premises and shall be calculated from the time of the receipt by the Company of the Buyer's order or from the receipt of all necessary information to enable the Company to manufacture or procure the manufacture of the Goods whichever shall be the later and the Buyer shall take delivery of the Goods within that period.

(2) All times or date given for a delivery of the Goods are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be the essence of the contract nor shall the Company be under any liability for any delay beyond the Company's control.

(3) When the Goods are handed to a carrier for carriage to the Buyer or to United Kingdom port for export any such carrier shall be deemed to be an agent of the Company and not the Buyer for the purposes of Sections 44, 45 and 46 of the Sale of Goods Act 1979.

(4) Section 32(3) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Company.

(5) No liability for non-delivery loss or damage to the Goods occurring prior to delivery or for any claim that the Goods are not in accordance with the contract will attach to the Company unless claims to that effect are notified in writing by the Buyer to the Company (and in the case of claims for non-delivery loss or damage with a copy to the carrier if the Company's own vehicles have not been used to delivery Goods).

(6) In the event of a valid claim form for non-delivery loss damage or non-compliance with the contract the Company undertake at its option either to re-supply or replace the Goods at its expense but shall not be under any further or other liability to any person in connection with such non-delivery, loss, damage, or non-compliance.

(7) If the Buyer shall fail to give notice in accordance with clause 8(6) above, the Goods shall be deemed to be in all respects in accordance with the contract and without prejudice to earlier acceptance by the Buyer it shall be bound to accept pay for the same accordingly.

(8) If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery, the Company may at its sole discretion without prejudice to its further rights store the Goods at the risk of the Buyer and take any reasonable steps to safeguard and insure them at the cost of the Buyer, provided that the Buyer shall be immediately informed thereof.

(9) The Company shall have the right to make delivery by installments of such quantities and at such intervals as it may decide, but only after consulting the Buyer.

(10) Unless otherwise stated prices are exclusive of carriage and insurance to the Buyer's premises and delivery shall take place at the Buyer's premises.

(11) In the event of queries arising at the time of delivery such queries must be notified in writing to the company within 4 days of delivery date. Failure to comply with this condition will render the invoice payable in full when due.

### RETURNS

8. Goods supplied in accordance with the contract cannot be returned without the Company's prior written authorisation. Duly authorised returns shall be sent to the Company's premises at the Buyer's expense. Products with open boxes and/or broken seals cannot usually be returned. A restocking fee may be charged.

### PASSING OF TITLE AND RISK

9.

(1) FROM the time of delivery the Goods shall be at the risk of the Buyer who shall be solely responsible for their custody and maintenance but, unless otherwise expressly agreed in writing, the Goods shall remain the property of the Company until all payments under the contract have been made in full and unconditionally.

(2) Until title of the Goods as passed under Clause 10(1) above the following shall apply:

(a) The Buyer shall keep the Goods separate and identifiable from all other Goods in its possession as bailee for the Company.

(b) In the event of any resale by the Buyer of the Goods the Company shall (without prejudice to the rules of equity relating to tracing) be beneficially entitled to the proceeds of sale or other disposition thereof so that such proceeds or any claim thereof shall be held on trust in a separate identifiable account for the Company and until and subject to such assignment shall be held on trust in a separate identifiable account for the Company by the Buyer who will stand in a strictly fiduciary capacity in respect thereof.

(c) The Company shall have the power to re-sell the Goods; such power being additional to (and no in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose the Company and its servants and agents may forthwith enter upon any premises or land occupied or owned by the Buyer to remove the Goods.

(d) The Buyer shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risk usually covered by insurance in the type of business for which the Goods are for the time being used in an amount at least equal to the balance of the price for the same time to time remaining outstanding. The policy shall bear an endorsement recording the Company's interest.

#### CONDITIONS AND WARRANTIES

10.

(1) THE contract shall not constitute a sale by description or sample.

(2) Any conditions or warranties (whether express or implied by statute common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality of the Goods or their fitness for any particular purpose is made known expressly or by implication to the Company) or as to the correspondence of the Goods with any description or sample are hereby expressly negated.

#### DEFECTIVE GOODS

11.

(1) IN substitution for all rights which the Buyer would or might have but for these conditions the Company undertakes in the case of Goods supplied by the Company that if within the period of 30 days from the date of despatch of the Goods by the company a serious defect in materials or workmanship appears in them it will at its own discretion either credit to the Buyer in full the price paid by the Buyer to the Company for them or repair them or supply a replacement of the Goods free of charge at the place of delivery specified by the Buyer for the original Goods provided that in any case they have been accepted and paid for."

(2) The Company's obligations contained in the sub-clause 12(1) above are subject to:

(a) the Goods having been used in an appropriate manner and or as prescribed in the operating instructions (if any).

(b) faulty parts being returned to the Company at the Buyer's expense if so requested.

(c) the Goods not having been modified or repaired otherwise than by the Company or otherwise interfered with.

(d) the Buyer making no further use of the Goods which are alleged to be defective after the time when the Buyer discovers or ought to have discovered that they are defective.

(3) When the Company's liability under this Condition 12 can be fulfilled by the supply of a replacement part it will arrange for delivery and undertake liability for loss or damage in transit or otherwise to the same extent as for the Buyer's original order. Any other costs involved must be borne by the Buyer in order to exercise its right under this Condition 12 the Buyer shall inform the Company within seven days of the date when such defect appeared or ought to reasonably have been discoverable and shall return the defective Goods carriage paid to the Company's premises.

(4) Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Buyer, its servants or agents including in particular but without prejudice to the generality of the foregoing any failure by the Buyer to comply with any recommendations of the Company as to storage and handling of the Goods.

(5) When the Goods are for delivery by installments, any defects in any installment shall not be a ground for cancellation of the remainder of the installments and the Buyer shall be bound to accept delivery thereof.

(6) Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from its negligence in so far as the same is prohibited by United Kingdom statute.

(7) Nothing herein shall have the effect of excluding or limiting the liability of the Company: (i) for death or personal injury resulting from the negligence of the Company or its employees so far as the same is prohibited under United Kingdom state: (ii) under the Consumer Protection Act 1980 Part 1.

#### BUYERS DRAWINGS

12. THE Company shall not be liable for imperfect work caused by any inaccuracies in any drawings, bills of quantities or specifications supplied by the Buyer.

#### CONSEQUENTIAL LOSS

13. THE Company shall not be liable for any costs, claims or damages or expenses arising out of any tortious act or omissions or any breach of contract or statutory duty calculated by reference to profits, income production or accruals or loss of such profits, income production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis.

#### DEFAULT OR INSOLVENCY OF BUYER

14. IF the Buyer shall be in breach of any of its obligations under the contract or if any distress or execution shall be levied on the Buyer's property or assets or if the Buyer shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against him or (if the Buyer is a company) if any Resolution or Petition to wind up such company shall be passed or presented or it a receiver, administrative receiver or administrator of the whole or part of such company's undertaking property or assets shall be appointed, the Company in its discretion and without prejudice to any other contract between the Company and the Buyer or may (without prejudice to the Company's right subsequently to determine the contract for the same cause should it so decide) by notice in writing suspend further deliveries of Goods until any defaults by the Buyer be remedied.

#### LIMITATION OF LIABILITY

15. SUBJECT as herein before provide the aggregate liability of Supplier here under in contract tort or otherwise shall in no event exceed the purchase price of the Goods.

#### REPRESENTATIONS

16. NO statement description information warranty condition or recommendation contained in any catalogue price list advertisement or communication or made verbally by any of the agents or employees of the Company shall be construed to enlarge, vary or override in any way of these conditions.

#### FORCE MAJEURE

17. THE Company shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including but not limited to strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal source of supply.

#### CANCELLATION

18. SAVE as provided in Conditions 15 and 18 hereof contracts may not be cancelled except by agreement in writing of both parties and upon the payment to the Company of such amount as may be necessary to indemnify the Company against all loss resulting from the said calculation.

#### SUB-CONTRACTING

19. THE Company may assign the contract with the Buyer or sub-contract the whole or any part thereof to any person firm or company.

#### HEADINGS

20. THE headings in these Conditions are intended for reference only and shall not affect their Construction.

#### PROPER LAW

21. THE contract shall in all respects be governed by English Law and shall be deemed to have been made in England and the Buyer and the Company agree to submit to the non-exclusive jurisdiction of the English Courts.

I/we will accept your trading terms and conditions of sale as stated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_