

TERMS AND CONDITIONS OF SALE

In these Terms and Conditions of sale 'the Company' means Vestatec Distribution Limited or its successors, 'the Customer' means the person, Firm or company ordering or buying goods from the Company, and 'the Goods' means the subject matter of the relevant order or contract of sale.

All orders are accepted or goods supplied subject to these express terms and conditions and all other conditions, warranties and representations, express or implied and statutory or otherwise, except as to title, are excluded. No addition thereto or variation there from shall apply unless agreed in writing by both the Company and the Customer.

Orders are accepted by the Company for the supply of goods, products and services on the following terms and conditions.

Payment Terms

All accounts are strictly 30 days from the end of the month the invoice is issued in and payable with the terms stated on the invoice. Without exception where a credit account has been agreed for the Customer the Company's terms are payment within 30 days from month end of invoice, otherwise payment is received prior to despatch of the Goods. Where payment is received by the Company other than within these terms, the Company reserves the right to withdraw or withhold trade or other discounts applicable to the transaction.

Title

Title to the goods shall not pass to the Customer until payment in full has been received by the Company and the Company reserves the right to use whatever means are necessary to recover or dispose of any goods that are unpaid for, or partly paid for, at the time of any proceedings being instigated in which the Customer's solvency is involved or in question. Any such means will be taken without prejudice to any of the Company's rights and if the Goods are incorporated in any other product, in store or other display or contracted work the Company has the right to hold ownership of the same until such time as payment has been received in full.

Credit

Goods will not be accepted for return for any reason unless previously agreed in writing by the Company and no credit will be given for returned goods unless agreed in advance and writing by the Company.

Prices

1) Whilst every effort has been made to ensure the accuracy of prices quoted on the Company's invoices, statements, price lists and other documents no responsibility can be accepted for errors or omissions included therein. Prices charged on all invoices will be taken from the price list or revised price list relevant at the date of invoicing, less any additional discounts previously agreed in writing by the Company.

2) The Company reserves the right to withdraw all trade and other discounts should invoices not be settled when due or transactions not conducted with the terms of these conditions of sale. Furthermore, the Company reserves the right to disallow trade or other discounts from any invoice, invoices or transactions not conducted strictly within the terms of these conditions of sale.

Carriage

1) The Goods are normally delivered by the Company's own transport or by a contracted or other independent carrier giving a one to three working day service throughout the major part of the mainland of the United Kingdom and the cost of this service is borne by the Customer. Special and express delivery methods, Saturday delivery, and delivery of small or urgent orders may be also charged to the Customer at the level of actual cost incurred by the Company.

2) The Customer will not be charged carriage on orders above a given set order value as agreed in advance and in writing by the Company.

Non-Delivery, Delivery Shortfalls or Damage

1) Non-delivery, delivery shortfalls or damage caused to goods transit should be notified both to the carrier and to the Company immediately upon receipt of the Goods and confirmed in writing to the Company within three working days of the delivery having been made; packaging contents, delivery notes and other documentation to be held for any required inspection until advised otherwise.

2) If ordered goods are not received by the Customer within 4 working days of the date of the official order or of the invoice date provided by the Company, unless otherwise stated, the Company should be informed no later than by the end of the fifth day.

Consequential Loss and Damage

The Company shall not be held responsible for any loss or damage of whatsoever nature or to whomever caused arising out of the use of goods supplied by it or by late delivery, short delivery, non-delivery, unforeseen carrier delays or any other factor outside the control of the Company.

Suspension of Supply

Should normal payment terms not be maintained the Company has the right to suspend delivery of unfulfilled orders or to refuse to accept new or forward orders until such time as the account is returned to a satisfactory state.

Cancellation

1) Orders cannot be cancelled after delivery has been accepted by the Customer or by a representative of the Customer and credit will not be given for goods returned once they have been previously been officially received by the Customer unless by prior written agreement from the Company.

2) The Company reserves the right to charge for cancellation and collection costs and to reclaim the amount of loss caused by any such cancellation.

General

1) These conditions shall apply to the Customer and to the Customers successors and shall not be super ceded or overruled in any circumstance.

2) Times quoted for despatch and delivery of the Goods should be regarded as advised estimates only. Every effort will be made to meet the Customers delivery requirements but the Company shall not be liable for any delay to despatch and delivery caused by factors outside its control, nor should the Company be held responsible where a particular product or group of product ceases to be available.

3) Under no circumstances are the Goods ever left on approval for testing, for proving or for potential or possible sale without an invoice being raised and that same invoice being subject to the terms stated herein and is therefore due for payment on the normal terms stated on the Invoice.