

## TERMS AND CONDITIONS OF SALE

Any Quotation given to a buyer or any order placed by a buyer are subject to the following conditions of sale in which Campbell Collins limited is referred to as "the seller".

**1. Formation of Contract**

- 1.1. The seller shall sell and a buyer shall purchase goods ("a contract") in accordance with any order of a buyer which is accepted by the seller, subject to these Conditions, which shall apply to, and govern, all contracts to the exclusion of any other representations, conditions or terms subject to which a contract or order is made, or purported to be made, or stipulated, referred to, or implied by, a buyer.
- 1.2. No variation to these Conditions shall be binding unless agreed in writing.
- 1.3. Any advice or recommendation given by the seller to the buyer as to storage, application or use of goods which is not confirmed in writing by the seller, is followed or acted upon entirely at the buyer's own risk.
- 1.4. Any typographical, clerical or other error of omission, in any document issued by the seller, shall be subject to correction without any liability on the part of the seller.

**2. Orders**

- 2.1. Acceptance of a quotation by a buyer shall not constitute a contract but shall constitute an order for goods. No order or acceptance of a quotation received from a buyer shall constitute a contract until accepted in writing by the seller.
- 2.2. No contract may be cancelled or suspended by a buyer unless otherwise agreed by the seller and on terms that the buyer shall indemnify the seller in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the seller as a result of such cancellation, such sums to be an immediate debt due from the buyer.
- 2.3. The seller may accept telephone orders. If such order is duplicated by the fault of the buyer the buyer must accept any duplicated order or pay a cancellation charge, calculated in accordance with clause 2.2.
- 2.4. The seller may accept orders for phased or scheduled delivery ("scheduled orders") provided the period does not exceed 18 months, specific delivery requirements are given by the buyer and the value of each delivery exceeds £50. The seller reserves the right to consider as cancelled any outstanding order without liability if delivery requirements are postponed by more than three months and to make a cancellation charge calculated in accordance with clause 2.2. No amendment to a delivery requirement shall be accepted unless the seller receives three months notice in writing.

**3. Prices**

- 3.1. The price of the goods shall be the seller's quoted price or, where no price has been quoted, or where a quoted price is no longer valid, the price listed in the seller's published price list current at the date of acceptance of order. Unless otherwise stated all prices are exclusive of any Value Added Tax for which the buyer shall be additionally liable to the seller.
- 3.2. The seller reserves the right, by giving notice to the buyer at any time before delivery, to increase the price of goods to reflect any increase in the cost to the seller which is due to any factor beyond the control of the seller, e.g. exchange fluctuation, currency regulation, increase in costs of manufacture, any change in delivery dates, quantities or specifications for goods which is requested by the buyer or any delay caused by any instruction of the buyer or failure of the buyer to give the seller adequate information or instructions.
- 3.3. All prices are given by the seller on an ex-works basis. Packaging carriage, transport, postal and insurance charges will be charged to the buyer.

**4. Delivery**

- 4.1. Delivery periods and dates are given in good faith but are not the subject of any warranty or condition and time shall not be of the essence of the contract in these respects. No liability will attach to the seller if delivery periods or dates are not met for any reason whatsoever.

**5. Payment**

- 5.1. The buyer shall pay the price of the goods in full (without set off or counterclaim) within 30 days of date of invoice. Time for payment shall be of the essence on the contract. If payment is not made on or before the due date without prejudice to any other right or remedy the seller shall be entitled to:
  - (a) Cancel or suspend any contracts between the seller and the buyer and make a cancellation charge in accordance with clause 2.2.
  - (b) Charge interest at the rate of 4% per annum above the base lending rate of HSBC Bank plc from the date for payment until the date of actual payment.

**6. Risk**

Risk of damage to or loss of the goods shall pass to the buyer on delivery to the buyer or (if earlier) when possession of the goods is taken by a carrier or the Post Office for delivery to the buyer. The seller does not accept any liability for loss or damage to the goods while in transit to the buyer.

**7. Reservation of Title**

- 7.1. Notwithstanding delivery the goods sold shall remain the absolute property of the seller until payment of all amounts invoiced by the seller to the buyer and outstanding from time to time or until the goods are re-sold by the buyer, whichever is the earlier.
- 7.2. The buyer has power to sell the goods to independent third parties in arms-length sales in the ordinary course of business even though, pursuant to clause 7.1, the property has not passed to the buyer. Any such sale shall be by the buyer as principal (as between the buyer and the third party) but as agent as between the buyer and the seller.
- 7.3. Where the buyer uses the goods in the manufacture of, or to form part of, other products, the absolute property in such products shall pass to the seller from the time when the goods are so used until payment of all amounts invoiced by the seller to the buyer and outstanding from time to time or until the products are sold by the buyer whichever is the earlier.
- 7.4. Until title passes to the buyer the seller reserves the right, at any time after failure of the buyer to pay any of the amounts referred to in clause 7.1 on or by their due date, to deal with the goods in such a manner as the seller in its absolute discretion thinks fit for the purpose of repossessing the goods to enter upon the premises of the buyer with such transport as may be necessary and to repossess any goods or products to which it has title.
- 7.5. Until the seller has received payment for the full purchase price of the goods and for all other amounts due under any other contract between the buyer and the seller the buyer shall (a) hold all unsold goods or products as bailee for the seller and shall keep them separately marked, insured and identified as the seller's property and (b), hold any proceeds of sale thereof in a separate bank account and in a fiduciary capacity for the account of the seller.

**8. Warranty**

- 8.1. Except where goods are sold to a person dealing as a consumer (within the meaning of Unfair Contract Terms Act 1977) all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. When goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restriction on Statements) Order 1976) the statutory rights of the buyer are not affected by these conditions.
- 8.2. The buyer shall be entitled to the benefit of any warranty or guarantee as is given by the manufacturer to the seller (to the extent that such warranty or guarantee is assignable).
- 8.3. Except in the case of death or personal injury caused by the seller's negligence, the seller shall not be liable for any loss, damage, costs, expenses of any kind whatsoever (including any consequential compensation whatsoever) arising out of, or in connection with the supply, installation, use or failure of goods or any defect in goods whether in contract tort (including negligence) or otherwise.

**9. Force Majeure**

The seller shall not be liable to the buyer for any loss or damage whatever or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of the seller's obligations in relation to the goods if loss, damage, delay or failure was due to force majeure or any other cause beyond the seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be deemed to be causes beyond the seller's reasonable control:

- (a) import or export regulations or embargoes
- (b) strikes, lockouts or other industrial dispute of any person
- (c) difficulty in obtaining raw materials, labour, fuel, parts and machinery
- (d) power failure or breakdown in machinery, or default of a manufacturer or supplier
- (e) storm, fire, explosion, earthquake or other natural disaster
- (f) war, riot, civil disorder.

**10. Insolvency of buyer**

If the buyer, being a body corporate, shall pass a resolution or suffer an order of the Court to be made for winding up, or if a receiver, administrator or administrative receiver shall be appointed or, being an individual or partnership, shall suspend payment, propose or enter into any composition or arrangements with his or their creditors, or have a bankruptcy order made against him or them then, if goods have been delivered but not paid for, all monies owing by the buyer shall become immediately due and payable notwithstanding any previous agreement to the contrary, and the seller shall have the right without prejudice to any other contract with the buyer, not to proceed further with the contract and shall be entitled to charge for work already carried out (whether completed or not) and for goods and materials already purchased for the buyer such charge to be an immediate debt due from the buyer.

**11. Specification**

- 11.1. If goods are to be manufactured or any process to be applied to the goods by the seller in accordance with a specification submitted by the buyer, the buyer shall indemnify the seller against all loss, damage, cost or expenses ordered against, or incurred by, the seller in connection with, or paid, or agreed to be paid, by the seller in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property right of any persons which results from the seller's use of the buyer's specification.
- 11.2. The seller reserves the right to make any changes in the specification in goods which are required to conform with any applicable safety or other statutory requirement or which do not materially affect their quality or performance.
- 11.3. The buyer assumes responsibility that products subject to an order are sufficient and suitable for its purposes, and shall not rely upon the seller's skill or judgement as to whether the products are fit for any particular purpose, irrespective of any advice which may have been given by the seller or its employees in good faith. Unless otherwise specifically requested by the buyer at the point of order, seller will not differentiate delivered product by revision number, only by part number or article number.

**12. Indemnity**

The buyer shall keep the seller fully and effectively indemnified against any liability which the seller may incur (whether by proceedings or settlement) as a result of a claim against the seller under Part 1 Consumer Protection Act 1987 in respect of an alleged defect in goods arising directly or indirectly from the buyer's actions or omissions.

**13. Returns**

Return of goods sent in accordance with the buyer's order cannot be accepted unless the seller has agreed to accept their return and the goods do not conform with the manufacturers' published specification. Used or damaged goods cannot be returned in any circumstances.

**14. Severance**

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

**15. Applicable law**

These Conditions and the contract shall be governed by and construed in accordance with English law and the parties acknowledge and accept the exclusive jurisdiction of the English Courts.