

CONDITIONS OF SALE

PAGE 1 OF 2

- 1 **AGREEMENT** These Conditions are the only conditions upon which **COMPONENTS DIRECT, A DIVISION OF JET PRESS LTD** ("the Seller") is prepared to deal with its Buyer ("the Buyer") and they shall govern the contract to the entire exclusion of any other express or implied conditions and together with the matters referred to on the face of the Seller's quotation and/or acceptance of order embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications. Any quotation in whatever form given to the Buyer is given subject to these Conditions and does not constitute an offer to sell.
- 2 **PAYMENTS** All accounts shall be due for settlement at the end of the month following that in which delivery of the goods was made. The Seller reserves the right to claim settlement of the outstanding amounts due before this date if there is any change in the financial circumstances of the Buyer. If any payment that is to be made hereunder by the Buyer to the Seller is overdue, interest will be chargeable thereon as well after as before judgement on a day to day basis at an annual rate of 4 per cent above Barclays Bank PLC's base rate from time to time applicable, until the sum due is paid. If the Buyer for any reason becomes unable to pay its debts then the Seller may, without prejudice to any other right, rescind the contract, suspend or cancel delivery and recover the possession of any goods for which payment in full has not been received.
- 3 **CARRIAGE** For orders of a value of £39 and over the Seller will pay UK Road or Rail Carriage on a 1-2 day delivery basis.
- 4 **MINIMUM ORDER CHARGE** The Seller may notify the Buyer from time to time of minimum order charges.
- 5 **DAMAGE OR LOSS** All goods are packed carefully to ensure safe carriage, and the Seller cannot accept responsibility for loss or damage in transit arranged by the Buyer. A signature acknowledging acceptance should not be given to carriers unless the goods have been examined. In the event of damage, consignees should notify the Seller in writing within five days. Consignees should advise the Seller of any goods not delivered within seven days of Invoice date, failing which the Seller shall be under no further obligation.
In any event the Buyer shall be treated as having accepted any consignment of the goods if it retains them for longer than seven days after their delivery.
- 6 **PERFORMANCE** The Seller warrants that the goods shall at the time of delivery be substantially free from defects in the workmanship and materials. If any goods do not conform to this warranty the Seller will at its option:
 - (a) replace the goods found not to conform to the warranty;
 - (b) take such steps as the Seller deems necessary to bring the goods into a state where they are free from such defects; or
 - (c) take back the goods found not to conform to the warranty and refund the appropriate part of the purchase price.

Provided that the liability of the Seller shall in no event exceed the purchase price of the goods, and performance of any one of the above options shall constitute an entire discharge of the Seller's liability under this warranty.

The foregoing warranty is conditional upon the Buyer giving written notice to the Seller of the alleged defect in the goods - such notice to be received by the Seller within seven days of the time when the Buyer discovers or ought to have discovered the defect and in any event within six months of delivery of the goods.

In the event that, notwithstanding the foregoing provisions of this Condition, the Seller is found liable for any loss or damage suffered by the Buyer, that liability shall in no event exceed the purchase price of the goods.

SIGNATURE _____

DATE _____

CONDITIONS OF SALE

PAGE 2 OF 2

- 7 **QUOTATIONS AND DELIVERY PERIOD** The Seller cannot accept any liability in respect of delivery dates (which are business estimates only), nor can they guarantee that prices quoted at the present time will hold good when an order is executed, but will endeavour to fulfil promises of delivery and will not ask for any increase in price unless it is fully justified by the circumstances. All delivery periods date from the time the order is received by the Seller. All orders are accepted as firm orders, and cancellation can only be accepted if the Seller's consent has previously been given in writing. Where cancellation is accepted, the Seller shall in addition to any express terms of acceptance of cancellation be entitled to reimbursement of any costs incurred by the Seller in connection with the contract.
- 8 **RISK AND PROPERTY** The risk in the goods shall pass to the Buyer upon delivery of the goods to the Buyer or any carrier acting on the Buyer's behalf. The property of the goods shall not pass to the Buyer until such a time as these and all other sums owed are paid in their entirety.
- (a) they shall be held by the Buyer in a fiduciary capacity and stored by the Buyer at its premises in such a manner that they are clearly identifiable as the goods of the Seller.
 - (b) they shall be handed over to the Seller on demand and the Seller shall be entitled to re-take possession of them without prejudice to any of its other rights against the Buyer. The Seller is hereby granted a licence to enter into the Buyer's premises for the purpose of recovering the goods.
 - (c) the Seller hereby authorises the Buyer to use and/or sell the goods in the normal course of the Buyer's business.
- 9 **TOOLS** Charge for tools and dies cover only a portion of their cost. Title and right to possession of the tools and dies remain with the Seller.
- 10 **DRAWINGS AND DESCRIPTIONS** All drawings, photographs, illustrations, specifications, performance data, dimensions, weights and the like, whether contained in the contract or made by way of representation, have been provided by the Seller in the belief that they are as accurate as reasonably possible, but they do not constitute a description of the goods, shall not be taken to be representations made by the Seller, and are not warranted to be accurate.
- 11 **VAT** Any VAT or similar taxes, duties or levies due on the transaction will be additional to the given quotation and will apply at the rate applicable at the time of the despatch of the goods except when the contrary is specifically shown.
- 12 **FORCE MAJEURE** The Sellers obligations shall be suspended during any period for which it is prevented from or hindered in delivery of the goods through any circumstances beyond its control including (but not limited to) industrial action, war, fire, or prohibition or enactment of any kind, and the Seller shall have the right to cancel or to reduce the volume of the goods delivered if such conditions continue for a period of more than 8 weeks without incurring any liability for any loss or damage whatsoever resulting from such cancellation, reduction or suspension therefrom.
- 13 **GOVERNING LAW** The contract is governed by the Laws of England and the English High Court of Justice (to the jurisdiction of which the Buyer hereby irrevocably submits) shall have the exclusive jurisdiction to resolve any disputes arising out of it.

The Seller's prices are calculated on the basis that the above Conditions will apply. Buyers requiring prices to be quoted on a different basis should inform the Seller.

SIGNATURE _____ DATE _____

PLEASE PRINT NAME _____

COMPANY NAME _____