



CONCISE DELIVERY AND RETURNS POLICY

1. Delivery

1.1 Time of delivery shall not be of the essence of the Contract and any delivery date provided shall be an estimate only. We reserve the right to extend times for deliveries by reasonable periods if the delay is due to an event beyond our reasonable control (an “event of Force Majeure”).

1.2 If You require advance notice of the approximate time of delivery, this must be set out in writing on Your order.

1.3 The place of delivery shall be at Your usual place of business.

1.4 If for any reason You fail to accept delivery of Goods when they are ready for delivery, or We are unable to deliver Goods on time because You have not provided appropriate delivery instructions or other information, then at that time:

- (a) the risk in such Goods will pass to You;
- (b) the Goods will be deemed to have been delivered;
- (c) We may store the Goods until actual delivery in which case You will be liable for all related costs and expenses (including, without limitation, storage and insurance); and
- (d) the full price for the Goods together with any sums to be applied pursuant to Condition 1.2 shall become immediately due.

1.5 Our liability for non-delivery of Goods shall be limited to re-delivering the Goods within a reasonable time or issuing a credit note against any invoice raised for such Goods.

1.6 Subject to the other provisions of these Conditions, We will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of Goods nor will any delay entitle You to terminate or rescind the Contract unless such delay exceeds one hundred and eighty (180) days.

2. CANCELLATION

2.1 You may only cancel the Contract with Our prior written consent and prior to the date of despatch of the Goods. If We agree to Your request to cancel the Contract, cancellation charges will be levied by Us on the following basis in order to cover handling, administration and other costs incurred by Us:-

- (a) Standard Items (meaning Goods which are within Our current product range at the time the Contract is concluded): A cancellation charge of twenty per cent (20%) of Our published price for such Standard Items as at the date of cancellation.
- (b) Special Items (meaning Goods which are not Standard Items): Once manufacture has commenced, in addition to the cancellation charge applied to comparable Standard Items, all manufacturing costs and any other costs incurred in relation to such Special Items, up to the date of cancellation, or as consequence of such cancellation shall be payable.

The parties agree these charges represent a genuine pre-estimate of Our losses incurred on cancellation of the Contract by You.



3. RISK AND TITLE

3.1 Goods are at Your risk from the time of delivery to You or to a carrier or agent acting on Your behalf.

3.2 Notwithstanding delivery of Goods to You, ownership of the Goods shall not pass to You until We have received in full (in cleared funds) all sums due to Us in respect of the Goods and all other sums which are due to Us from You pursuant to any other contract.

3.3 Until ownership of the Goods has passed to You, You must:

- (a) hold the Goods on a fiduciary basis as Our bailee;
- (b) store the Goods separately from all other goods owned by You or any third party so that they remain readily identifiable as Our property;
- (c) not destroy, deface or obscure any identifying marks or packaging on the Goods;
- (d) maintain the Goods in satisfactory condition insured on Our behalf for their full price against all risks and on request produce the policy of insurance to Us; and
- (e) hold the proceeds of insurance referred to in Condition 3.3(d) on trust for Us and not mix them with any other money, nor pay them into an overdrawn bank account.

3.4 You may only resell the Goods before ownership has passed to You on the following conditions:

- (a) any sale shall be effected in the ordinary course of Your business at full market value and You shall hold such part of the proceeds of sale as represent the amount owed by You to Us on Our behalf and You shall account to Us accordingly; and
- (b) any sale shall be a sale of Our property on Your own behalf and You shall deal as principal when making such sale.

3.5 Your right to possession of the Goods shall terminate immediately if:

- (a) We terminate any distribution agreement between You and Us;
- (b) You go into liquidation except for the purpose of amalgamation or reconstruction;
- (c) You cease to carry on business, have a receiver or administrator appointed in respect of the whole or substantially the whole of Your assets, enter into any composition with Your creditors, enter into a moratorium for the purposes of the Insolvency Act 2000 (or the equivalent legislation in the relevant jurisdiction) or being an individual, commits an act of bankruptcy or otherwise have a receiving order made against You or otherwise makes any composition with Your creditors; or
- (d) You otherwise become subject to the Insolvency laws of England or any other jurisdiction.

3.6 We shall be entitled to recover payment for Goods notwithstanding that ownership of any of the Goods has not passed from Us to You.

3.7 You hereby grant to Us, Our agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where Your right to possession has terminated, to recover them.

3.8 On termination of the Contract howsoever caused, Our (but not Your) rights contained in this Condition 3 shall remain in effect.



4. PERFORMANCE AND TESTS

4.1 All Goods are inspected and submitted to standard tests before being despatched. Any performance figures given by Us are based on Our experience and are as We would expect to obtain on such standard tests. However, We shall not be liable for any failure of Goods to obtain such figures, unless such performance figures (subject to recognised tolerances applicable to such figures) are specifically guaranteed in writing by Us in the Contract.

4.2 If additional tests are required by You, these shall be carried out on Our premises at Your sole expense.

5. SAMPLES, DRAWINGS AND DESCRIPTIONS

5.1 Any samples provided to You must be returned to Us carriage paid, within one (1) calendar month from the date of receipt by You.

5.2 Ownership of all drawings and all intellectual property rights therein shall remain vested in Us and any drawings supplied to You shall not be used or copied in whole or in part by You or any third party without Our written permission and You shall return all drawings to Us forthwith upon receipt of a request to do so.

5.3 Illustrations, descriptions and dimensions in Our catalogues, price lists or other documents are approximate only and should not be relied upon without independent verification, nor shall they constitute representations or warranties, express or implied, nor in any way shall We be liable in respect thereof.

5.4 Our policy is one of continuing improvement and We reserve the right to vary or modify the design, specification or finish of Goods without notice, unless an express agreement to the contrary in writing is incorporated in the Contract.

6. WARRANTY AND LIABILITY

6.1 We warrant that Goods which are manufactured by Us shall for a period of twelve (12) months from the date of delivery:

- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- (b) be reasonably fit for the particular purpose for which those Goods are being bought provided that You have made known that purpose to Us in writing and We have confirmed in writing that it is reasonable for You to rely on Our skill and judgement, providing written notification of any defect is given promptly to Us after its discovery and in any event not later than the end of such twelve (12) month period. Time shall be of the essence in respect of notification of all claims under this Condition 6.

6.2 We shall not be liable for a breach in any of the warranties in this Condition 6 if:

- (a) You make any further use of such Goods after giving notice of a defect;
- (b) the defect arises because of Your failure to follow Our oral or written instructions as to the storage, installation or use of the Goods, or, if there are none, good trade practices; or
- (c) You alter or repair the Goods without Our prior written consent.



6.3 Our sole obligation under this Condition 6 shall be to replace or repair Goods or refund the price of such Goods at the pro rata contract rate.

7. RETURNS POLICY

7.1 Provided that Goods are found to be faulty within the warranty period referred to in Condition 6, We will accept the return of goods for credit, repair or replacement (at our sole election) provided that all of the following conditions are met:

- (a) A Returns Authorisation Number ("RAN") has first been obtained from Us by phoning us or emailing us, and;
- (b) You provide written evidence satisfactory to us that the Goods in question are within the Warranty Period, and;
- (c) The returned Goods are accompanied by documentation quoting the RAN and the Debit Note number under which the goods were originally purchased, and;
- (d) The returned Goods are found by Us to be faulty, and;
- (e) The returned Goods are packaged in a safe condition with no sharp objects exposed, and;
- (f) The returned Goods are in their original packaging (where possible), and;
- (g) The returned Goods include all components comprising the pack configuration as originally supplied (for example: attachments, remote controls).

7.2 Any discrepancies between documentation and Goods actually received from You will be advised by means of a Returns Discrepancy Advice, sent directly to You, and will not be subject to credit, repair or replacement.

7.3 Except where expressly agreed in writing we do not supply Goods on a sale or return basis.

8. LIMITATION OF LIABILITY AND INSURANCE

8.1 Subject to Condition 6, the following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of any breach of these Conditions and any representation, statement or tortious act or omission, including negligence arising under or in connection with the Contract.

8.2 Save for our warranty under Condition 6, all warranties, conditions and other terms implied by statute or common law (save for conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

8.3 Nothing in these Conditions excludes or limits Our liability for death or personal injury caused by Our negligence or fraudulent representation.

8.4 Subject to Conditions 8.2 and 8.3:

- (a) Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the Contract shall be limited to the sum of £10,000; and



(b) We shall not be liable to You for any indirect or consequential loss or damage whether for loss of profit, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever which arise out of the Contract.

8.5 You hereby agree to take out appropriate types of insurance including insurance against damage and/or loss of Goods after risk has passed and product liability claims and to fully indemnify Us against any such claims made against Us to the extent permissible by applicable law.

9. TERMINATION

9.1 Either We or You may terminate the Contract by written notice with immediate effect if:

- (a) the other party commits any material breach of any of the terms of the Contract and (if such breach is capable of remedy) fails to remedy that breach within thirty (30) days being notified of the breach; or
- (b) the other party becomes subject to any of the circumstances set out in Condition 6.5.

10. INDEMNITY

You shall indemnify Us against any direct or indirect loss (including loss of profit), costs, damages, charges or expenses for which We may be liable if any work done in accordance with Your specification infringes any third party rights in any manner whatsoever, including but not limited to, any rights affecting copyrights, patent or trademarks or other intellectual property rights vested in third parties.

11. NOTICES

11.1 All notices to be served under these Conditions shall be in writing and may be served by letter or fax addressed to the usual business address or fax number of the other party or to such other address or fax number as may be notified from time to time.

11.2 Such notice shall be deemed to be served in the case of a fax at 9am on the next working day of the recipient party after despatch and in the case of a UK letter 2 working days after posting and in the case of an airmail letter five (5) working days after posting.

12. GENERAL

12.1 We shall not be liable to You for any delay in performance of Our obligations under the Contract caused by an event of Force Majeure.

12.2 We may, without Your consent, assign or sub-contract all or any of our rights and obligations under the Contract. The Contract is personal to You may not be assigned in whole or in part to any other person, firm or company.

12.3 These Conditions and the Special Conditions constitute the entire agreement between Us and You with respect to the Contract and shall supersede any previous agreements or understandings between Us and You in relation to the Contract.



12.4 Any indulgence granted by Us to You and any failure by Us to insist upon strict performance of these Conditions or any Special Conditions shall not be deemed a waiver of any of Our rights or remedies nor be deemed a waiver of any subsequent default by You.

12.5 The invalidity, illegality or unreasonableness in whole or in part of any of these Conditions shall not affect the validity of the remainder of such Condition or these Conditions.

12.6 No term of the Contract shall be enforced solely by reason of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a signatory to the Contract.

12.7 The Contract shall be governed by English law. All disputes between You and Us concerning the Contract shall be subject to the jurisdiction of the High Court in London. Without prejudice to the foregoing, we shall have the right to apply at any time for injunctive, other interlocutory or emerging relief to the High Court of London or under the laws of the relevant territory and from such territory's courts.

The Contract and Conditions are drawn up in the English language. If the Contract and/or Conditions are translated into another language, the English language text will in any event prevail. All notices and other communications under the Contract and Conditions will be in English. All legal proceedings will be conducted in English.