

DEXECO LIMITED

TERMS AND CONDITIONS OF SALE



1. Definitions
 - [a] "The Seller" shall mean Dexeco Limited.
 - [b] "The Buyer" shall mean the person, firm or body corporate, which buys or agrees to buy the goods.
 - [c] "The Goods" shall mean any goods, services or materials sold or delivered by the Seller to the Buyer the sale or delivery of which in any way arises herefrom.
 - [d] "Returns" shall mean any goods or materials returned or delivered by the Buyer to the Seller the return or delivery of which in any way arises herefrom.
 - [e] "WEEE" means waste electrical and electronic equipment as defined in the WEEE Regulations.
 - [f] "WEEE Regulations" means The Waste Electrical and Electronic Regulations 2006 (SI 2006/3289).
 - [g] Any expressions set out on the face hereof as to specification shall be read in accordance with any relevant applicable British Standards in force at the date hereof or as otherwise stated.
2. Application of these Conditions
 - [a] The Goods are sold or delivered on the terms hereof and if retained by the Buyer shall be retained solely on the terms hereof which shall prevail over any conditions of purchase of the Buyer and any other terms expressed or implied whether by statute or otherwise.
 - [b] No alteration or purported alteration of the General Terms hereof shall be of any effect unless confirmed separately by the Seller in writing.
 - [d] The Buyer agrees and acknowledges that no representations promises undertakings or implications have been made to it prior hereto nor has it relied on any such and that the General Terms hereof embody the entire agreement and understanding between the parties hereto.
3. Prices
 - [a] Unless otherwise agreed in writing all orders are executed subject to prices ruling at the date of despatch. Therefore these trade list prices may be withdrawn or amended at any time.
 - [b] All prices are subject to the addition of Value Added Tax at the appropriate rate ruling on the relevant tax point.
 - [c] Prices will also be subject to the addition of any other statutory additions, charges and taxes yet to be introduced.
- [d] Where a price has been quoted and the Buyer requires a smaller quantity of units to actually be delivered than those quoted for, the Company reserves the right to adjust the unit price accordingly.
4. Credit

Any contract shall be subject to the seller being satisfied as to the buyer's credit references.
5. WEEE
 - 5.1 The buyer shall:
 - [i] be responsible for financing the collection, treatment, recovery and environmentally sound disposal of:
 - [a] all WEEE arising or deriving from the goods; and
 - [b] all WEEE arising or deriving from goods placed on the market prior to 13 August 2005 where such goods are to be replaced by the goods and the goods are of an equivalent type or are fulfilling the same function as that of such goods;
 - [ii] comply with all additional obligations placed upon the buyer by the WEEE Regulations by virtue of the buyer accepting the responsibility set out in clause 5.1 [i]; unless other agreements are in place , and
 - [iii] where the buyer has adopted producer responsibility, provide the buyer's WEEE producer compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of the Seller's membership of the operator's compliance scheme.
 - 5.2 The buyer shall be responsible for all costs and expenses arising from and relating to its obligations in clause 5.1.
 - 5.3 Further information in respect of the arrangements set out in clause 5.1 can be requested from the Dexeco WEEE helpline on 01747-858100 or found at www.dexeco.co.uk.
6. Carriage
 - [a] All orders above a nett invoice value of £350 [excluding VAT] will be carriage paid on normal transport to mainland UK.
 - [b] Any orders requiring special transport arrangements [e.g. overnight, out of normal hours etc] will be subject to carriage charges as quoted at order stage.
7. Delivery

- [a] The Seller shall use its best endeavour to deliver the Goods according to the agreed delivery date but does not contract to do so.
- [b] The Seller shall use its best endeavours to pack the Goods in accordance with the request of the Buyer or otherwise suitably but does not contract to do so.

8. Orders

- [a] All orders must be confirmed in writing including any carriage quoted. Any subsequent changes, additions or cancellations must also be confirmed in writing. The Seller will not take responsibility for errors where written confirmation has not been received.
- [b] Any times quoted for despatch are to be treated as estimates only. The Seller will not be liable in any manner whatsoever for failure to despatch within such time. In all cases, whether a time for despatch has been quoted or not the time for despatch will be extended by a reasonable period having regard to all circumstances if delay in despatch is caused by instructions or lack of instructions or other necessary particulars from the Buyer or by industrial dispute or by any cause whatsoever beyond the Seller's reasonable control.
- [c] Shortages or Goods received queries must be advised within 3 days of receipt in writing.

9. Returned Goods

- [a] All Returns will be made at the discretion of the Seller.
- [b] All requests for Returns must be made in writing.
- [c] Only Goods considered as normal stock items may be authorised for return.
- [d] No goods will be accepted without an official Returns Authorisation Number and Goods Return Label corresponding to all authorised goods. These will be issued by the Seller when authorisation has been agreed.
- [e] Goods returned due to Buyer error will be subject to a handling charge of up to 50%. All collections made by the Seller's transport may be subject to an administration / transport levy of £15.00 and collections requiring special transport i.e. carrier service will be charged at cost.
- [f] Where the goods have been installed the buyer must contact the customer services department of the seller so that the seller has the chance to rectify the fault on site.
- [g] Authorisation for return will only be issued if full details are made available i.e. invoice number and date, reason for return, collection details, contact name, telephone number, full address

and date available. Where faulty goods are to be returned, full information is required i.e. not starting up, noisy, flickering or damage to bodywork.

- [h] Goods returned as faulty will be repaired and returned to the Buyer unless replacements have already been despatched. All replacements will be charged at full cost and credit will be raised when goods have been inspected by Quality Control. Goods returned as faulty which are proved to have been correctly manufactured may be returned to the Buyer.
- [i] Returns Authorisation will be cancelled 28 days from date of issue. Goods received after this date will no longer be accepted unless by prior arrangement.
- [j] In all instances credit will only be given on Goods returned in resaleable condition and at the discretion of the Seller.

10. Damaged Goods

- [a] Any Goods received damaged should be notified directly to the Seller within 3 working days of signed receipt. No claims will be accepted outside this stated period.
- [b] Any Goods supplied that are found to be damaged or faulty will be credited or replaced at the Seller's discretion and returned within 28 days of receipt by the Seller.

11. Samples

- [a] Samples which are despatched from stock will be invoiced at normal purchase price plus carriage where applicable.
- [b] Samples requiring special manufacture will not be accepted back for credit unless agreed at time of order.
- [c] In the event of an order being secured as a direct result of submitting a sample, a full credit will be given against the value of the sample and transport once the sample is returned.
- [d] Samples provided not resulting in an order will be accepted back by the Seller provided they are returned by the Buyer's own transport and in a sound and resaleable condition.
- [e] Samples provided and not returned will be treated as a purchase and payment for same will be settled within our agreed settlement terms.

12. Payment & Retention of Title

- [i] Payment
- [a] Unless otherwise agreed in writing payment is due on delivery of the goods.
- [b] The Buyer shall pay the Seller the amount as detailed on our invoice.

- [c] If payment is not made in full in accordance with agreed terms the Seller may charge interest on any amount from time to time outstanding at 2% above Lloyds TSB Bank plc base rate for the time being and may without prejudice to any rights the Sellers may have under this or any other Contract with the Buyer for the time being in force:-
- [i] refuse to supply or further supply the Goods or any part hereof and/or
- [ii] cancel any existing contract with the Buyer.
- [d] The Seller shall be entitled to set-off any sums owed by the Seller to the Buyer.
- [ii] Retention of Title
Until the full payment has been made of all sums outstanding from the Buyer to the Seller whether arising pursuant to this or any other agreement or otherwise including any sums due prior hereto.
- [a] The legal and beneficial property in the Goods shall remain in the Seller.
- [b] The Seller shall have legal and beneficial ownership of any new product. ["The New Product"] into which the Goods are converted or which result from the mixing of incorporation of such Goods with or into any other Goods.
- [c] The Buyer shall distinguish and keep and store the Goods distinguished as the property of the Seller and hold the same as bailee for the Seller.
- [d] The Buyer shall distinguish and keep and store distinguished any New Product as the property of the Seller and hold same as bailee for the Seller.
- [e] The Buyer may as Agent or Trustee for the Seller sell the Goods and for any New Product only by way of bona fide sale at full market value whereupon the property in the items or goods sold shall pass from the Seller to the ultimate purchaser but the benefit of such sale and the proceeds of any such sale shall become the beneficial property of the Seller and be held by the Buyer as agent and in trust for the Seller absolutely.
- [f] If the Buyer:
- [i] Defaults in payments on its due date of any sum due to the Seller whether under this or any other contract or otherwise.
- [ii] Has a receiver of its assets or business or any part thereof appointed.
- [iii] Has any judgement or order of any Court [including the Westminster Small Claims Court or any Court of Arbitration] entered or made against it and does not satisfy or pay out the same within seven days of its being made.
- [iv] Has any distress diligence or execution levied or threatened against it or any of its assets or.
- [v] Passes [or has presented] any resolution or petition for a winding up [otherwise than for the purposes of an amalgamation reconstruction or reorganisation].
The Buyer's rights to sell the Goods and the New Product shall automatically terminate.
- [g] If in the opinion of the Seller, Buyer threatens to do or suffer any of the matters in sub clause [f] hereof set out, the Seller by notice forthwith terminate the Buyer's right to sell the Goods and the New Product.
- [h] In the event of any termination under sub-clauses [f] or [g] hereof of the Buyer's rights to sell the Goods the Seller may repossess the Goods and may take possession of the New Product.
- [i] The Buyer grants to the Seller an irrevocable licence to enter upon any premises of or in the possession of the Buyer for the purposes of exercising the right of repossession or taking possession in accordance with sub-paragraph [h] above.
13. Descriptive matter and illustrations
- All descriptions and illustrations and particulars of weights and dimensions issued by the Seller in catalogues, price lists, buying guides, advertising matter and forwarding specifications are by way of general descriptions and only approximate and shall not form part of any contract or give rise to any liability on the part of the seller. The seller continually develops and improves its products and accordingly the seller reserves the right to change all specifications without prior notification or public announcement. Provided that nothing in this clause shall oblige the buyer to accept goods which do not reasonably comply with the contract.
14. Warranties
- [a] The title in the Goods to be transferred by the Seller to the Buyer hereunder shall be such title as the Seller has but not further or otherwise.
- [b] To the extent that the same is permissible under the provisions of the Unfair Contract Terms Act 1977.
- [i] save for the warranties set out in section 12 of the Sale of Goods Act 1979 [as amended] all guarantees warranties conditions and liabilities of the Seller whether the same arise under any terms hereof or otherwise and whether such guarantees warranties conditions or terms are express or implied whether by statute or otherwise are hereby excluded.
- [ii] the Seller shall be under no liability in respect of any loss or damage whether direct indirect or consequential howsoever arising which may be suffered by the Buyer.
- [iii] if notwithstanding the provisions of sub-paragraph [i] and [ii] above the

Seller is held responsible for any loss or damage suffered by the Buyer the liability of the Seller in no case exceed the purchase price of the Goods.

- [c] The Seller in acquiring the Goods shall use their best reasonable endeavours to acquire goods of merchantable quality and fit for their respective purposes or such of them as are known to the Seller but shall not be bound to do so.
- [d] To the extent that the same is permissible under the provisions of the Unfair Contract Terms Act 1977 no claim made by the Buyer against the Seller shall be valid unless:-
 - [i] the Seller receives written notice of such claim within 7 days of the date of discovery of the existence of the alleged facts giving rise to the claim.
 - [ii] prior to the return thereof to the Seller the Goods have been stored in suitable conditions to prevent any significant deterioration.
 - [iii] the Goods or such part of them as is relevant have not been fabricated processed or otherwise interfered with by or for the Buyer.

To the extent that the same is permissible under the provisions of the Unfair Contract Terms Act 1977 the Buyer will indemnify and hold harmless the Seller from and against all claims demands actions costs and liabilities in respect of all personal injury death damage to property and loss of any kind direct or indirect or consequential arising out of or in connection with the use handling and storage of the Goods or any other goods supplied by the Seller to the Buyer.

- 18. All contracts to which these terms and conditions of sale apply shall be governed by and construed in accordance with English Law.

15. Force Majeure

The Seller shall not be liable for any failure or delay in performing any obligations hereunder which may be due to any circumstances beyond its control [including but without prejudice to the generality of the foregoing strikes lockouts labour disturbance or trade disputes civil commotions fire ice fog or floods breakdowns military or aircraft damage bombardment explosion shortage of raw material force majeure delay of deliveries from the Seller's suppliers inability unwillingness or failure of the Seller's suppliers to furnish supplies or delays or failure of delivery or performance by any person whose delivery or performance is necessary to the Seller to perform any obligations hereunder] and in the event of any such circumstances shall be empowered to cancel or suspend delivery of the performance of its obligations or earnest hereunder.

16. Safety Precautions

The Buyer shall ensure compliance with all relevant and recommended safety precautions and regulations and recommendations as to usage furnished by the Seller in connection with the use handling and storage of any goods supplied pursuant hereto but all recommendations and advice given by or on behalf of the Seller to the Buyer as to the methods of storing applying or using the goods the purposes for which the goods may be applied and the suitability of using the goods in any manufacturing process or in conjunction with any other materials or otherwise are given without liability on the part of the Seller its servants or agents

17. Indemnity