

Widecover Ltd.

TERMS AND CONDITIONS OF SALE

Application of Terms and Conditions of Sale

Orders are only accepted subject to the conditions of sale as herein printed of Widecover Ltd (herein referred to as the "Seller"). Any variation of these conditions in any document of the Buyer is inapplicable unless accepted in writing by the Seller.

Orders, Prices, Taxes and Other Duties, and Copyright

- (a) Orders are subject to prices ruling on the date of the order is dispatched, and are subject to amendments on or after acceptance of an order without notice unless otherwise agreed in writing by the Seller.
- (b) All taxes and other duties upon the production and/or delivery of the goods shall be added to the price and shall be paid by the Buyer.
- (c) All descriptions, illustrations, drawings, catalogues and other particulars supplied by the Seller are copyright and may not be copied or used for any purpose other than that for which they are supplied without the express written authority of the Seller.

Conditions and Warranties

- (a) All goods are sold subject to the express warranty terms specified by the original manufacturer or supplier.
- (b) No Conditions of Warranty is expressed or to be implied as to the life or ware of the goods supplied, or that they will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or condition may be known or made known to the Seller.
- (c) Any express or implied statement, condition or warranty statutory or otherwise, not stated herein is hereby excluded and deemed to be inconsistent herewith. No responsibility is accepted by the Seller for any damage or loss arising directly or indirectly out of goods supplied or for any damage or loss arising by reason of any failure of the goods to comply with the specifications. Furthermore the Seller shall be under no liability in Contract or Tort for any damage arising directly or indirectly out of the supply from us of the goods or of the packages by which the goods are delivered.

Defective Goods

- (a) The Seller reserves the right at its sole discretion to decide whether any goods are defective.
- (b) Defective goods will be replaced or rectified by the Seller as originally ordered, or if rectified or replacement is not practicable, the Seller will credit the value of the goods at the invoice price provided.
- (c) Claims under Sub-Clause (b) above must be made in writing to the Seller within 7 days of the date of delivery.
- (d) The Seller shall not be liable for any loss, damage, or expense whatsoever and howsoever arising from any defect save as detailed in Sub-Clause (b) hereof.
- (e) Defects discovered in any delivery shall not entitle the Buyer to rescind the remainder of the Contract.
- (f) All transport charges arising hereunder are the responsibility of the Buyer.

Damage, Loss in Transit

The Seller does not accept any responsibility for shortages or for goods lost or damaged in transit, unless such shortages, or loss or damage on the delivery note is specified as examined, or, if the goods have been signed for as not examined, such shortages, loss or damage are notified within 48 hours and reported by separate notice in writing to the carriers and the Seller within 10 days or receipt of the goods by the Buyer or the Consignee.

Delivery Commitments

- (a) Delivery commitments are entered into in good faith but are not guaranteed, and the Seller shall not be liable for any loss or damage occasioned by failure to deliver on the specified date howsoever caused. Nor shall failure be deemed to be breach of the Contract, or any of its conditions, or part thereof.
- (b) Refusal of the Buyer to accept part of whole delivery at the time specified in the Contract shall part permit the Seller to treat the Contract as repudiated by the Buyer and to decline to make further deliveries without prejudice to the Seller's right to recover damages for breach of Contract.
- (c) Where Contracts provide for a single delivery, goods shall be delivered and accepted as soon as ready.
- (d) Where Contracts provide for deferred delivery, such delivery shall be accepted as specified in the Contract, (or as soon thereafter as ready). In the event of failure to accept any delivery, the balance remaining undelivered shall be invoiced (payment for such balance immediately thereon becoming due) and storage costs charged to the Buyer, and the goods being held will be at the Buyer's risk.

Force Majeure

The Seller will endeavour to give delivery at the rate of within the time specified in the Contract, notwithstanding anything to the contrary expressed or implied in this Contract. The Seller shall not be liable for any loss or damage which may be sustained by the Buyer through failure on the part of the Seller to deliver at the rate of within the time specified in this Contract, for any loss or damage incurred by reason of act of God, war, riots, fires, strikes, lockouts, cessation of labour, trade disputes, breakdowns, accidents of any kind or any other cause whatsoever beyond the control of the Seller whether similar to these aforesaid or not. The Seller shall be entitled to recover all monies owing to them in respect of deliveries made or services performed prior to such failure. The time of any such suspension will be added to the time of original Contract (including without prejudice to the generality of the foregoing, any inability to obtain the necessary import or export licenses or consents of any governmental or other authority).

Cancellation of Orders

Cancellation of an order, in whole or part, cannot be accepted without the Seller's consent in writing which shall only be given on a full indemnity given by the Buyer to the Seller.

Terms of Payment

- (a) Where credit is given payment is to be made within the specified timescales as agreed by both parties..
- (b) Where cash discounts are granted V.A.T. is calculated on the discounted price.
- (c) All express deliveries are charged extra on all orders regardless of invoice value.
- (d) Interest at 2.5% per month (or part of a month) will be payable by the Buyer to the Seller on any overdue payments.
- (e) The rendering of payment by the Buyer, at the stipulated time, shall not be affected by the existence of any defect, whether or not such defect is the subject of a claim under Clause 4(b) hereof.
- (f) If the Buyer shall fail to make any payment when it becomes due or shall enter into composition or arrangements with its creditors, or if being an incorporated company shall have a

Receiver appointed or shall pass a resolution for winding up or a Court shall make an Order to that effect, or if not being an incorporated company it shall have a Receiving Order made against it or if there shall be any breach by the Buyer of any of the Terms and Conditions hereof, the Seller may, without prejudice to its other rights and remedies, defer or cancel any further deliveries.

Title

- (a) The Ownership of the goods ordered herein will only be transferred to the Buyer on payment by the Buyer.
- (b) Should the Buyer remain in default of any payment for which the Buyer is liable to the Seller, the Seller reserves the right to decline to make any further deliveries irrespective of which Contract with the Buyer they spring from, and to rescind the Contract in question without judicial interposition, all this without prejudicing the Seller's right to full compensation and without prejudicing the Seller's property.
- (c) The Buyer shall store all goods delivered by the Seller but for which payment has not been made, in such a way as to be clearly separate and identifiable from the Buyer's other goods and products and the Buyer hereby grants to the Seller, its servants or agents the right to enter on to the Buyer's premises for the purposes of recovering such goods at any time until payment.
- (d) Notwithstanding the above, if the Buyer shall sell any goods delivered in such a manner as to pass to a third party a valid title to the goods, the Buyer shall hold the proceeds of such sale on trust for the Seller; providing that nothing herein shall constitute the Buyer the agent of the Seller for the purposes of any such sub-sale and also providing that the Buyer shall not be entitled to sell such goods after the appointment of a Receiver to its property, or it has been placed in liquidation, or, not being a company, has committed an act of bankruptcy.
- (e) The Buyer shall assume the risk of loss or damage to the goods from the date of delivery and must accordingly rely on its own insurance from that date.
- (f) Any goods supplied to the Buyer which are subject to restrictions or provisions imposed by manufacturers' licence conditions are supplied to the Buyer by the Seller subject to any such licence restrictions or provisions.

RMA Procedures

If the product is within the warranty period an RMA number will be issued by Seller on notification of a fault. No goods may be returned without such an RMA number being shown in the packaging; goods returned without a valid RMA number displayed will be refused or returned.

Returns

Prior authorisation is required before any goods may be returned. A Returns number must be obtained and displayed on any packaging. Goods returned without such a Returns number will be refused and returned.

Law Applicable

The Contract shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts

We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request

Confidentiality, Publications and Endorsements

The Buyer undertakes to the Seller that:-

the Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default;

the Buyer will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises note paper visiting cards advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its Licensor;

the Buyer will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents. This Condition shall survive the termination of the Contract