

TERMS AND CONDITIONS OF SALE

CONTRACT TERMS AND CONDITIONS.

- (A) Any contract made by Raxton Limited (hereinafter referred to as 'the Seller') for the supply of its products to a purchaser or customer (hereinafter referred to as 'the Buyer') shall be subject to the following Conditions of Contract.
- (B) Unless otherwise expressly agreed in writing by the Seller, these Conditions shall take precedence over any terms, conditions or warranties stipulated, incorporated or referred to by the Buyer, its servants or agents or by implication whether in negotiations between the parties or in the Order elsewhere. Any addition to variation, or modification of these Conditions by the Buyer, its servants or agents shall be ineffective unless expressly accepted by the Seller.
- (C) The Seller reserves the right to add to, amend or vary the Conditions as herein set out, by appending such additions, variations or modifications to the quotation or in any written correspondence effected between the parties.

SPECIFICATION AND DESIGN.

- (A) No guarantee or warranty in respect of the products is given by the Seller whether as to condition, suitability for use or otherwise. The Buyer shall be deemed to purchase with full knowledge of the condition and suitability of the goods.
- (B) Such goods, however, shall be of merchantable quality unless otherwise specified by the Seller. Any technical co-operation between the Seller and the Buyer shall not effect this condition which the employees or agents of the Seller have no authority to vary by express words or otherwise.

QUOTATIONS AND PRICES.

- (A) Quotations do not constitute an offer and shall not bind the Seller until an order has been placed and accepted.
- (B) Verbal, telephoned or telegraphic orders and any variations to orders must be confirmed in writing by the Buyer otherwise the Seller accepts no responsibility for errors or subsequent misunderstandings.
- (C) Catalogues, price lists or other advertisement matter are only an indication of the type of goods and no prices or other particulars contained therein shall be binding on the Seller.
- (D) All prices are exclusive of V.A.T. and any other territorial sales tax and the Buyer shall pay any and all taxes, duties and other government charges payable in respect of the goods.
- (E) The price is based upon costs ruling at the time of quotation and is subject to fair adjustment by the Seller to take into account any alteration in such costs prior to delivery of the goods, or in case of delivery by instalments, prior to the final delivery.
- (F) Carriage and packing is free on orders exceeding the discretionary limit of the Seller. On all other orders, carriage and packing will be charged at commercial rates.

DELIVERY.

- (A) The Seller will endeavour to complete the contract or deliver the goods within the time agreed, if any, but it shall not be liable for any loss or damage of any kind whatsoever, caused directly or indirectly, by any delay in the completion of the contract or delivery of the goods.
- (B) If the delivery of the goods be delayed or prevented for any cause whatsoever beyond the Seller's reasonable control then, at the Seller's option, the unperformed part of the contract may be cancelled or time for delivery extended. Such cancellations shall be without prejudice to already accrued rights of either party. Time for delivery shall not be the essence of the contract.

DAMAGE IN TRANSIT AND SHORTAGES.

- (A) All claims for transit damage, loss or shortage must be submitted in writing to both the carrier and the Seller within three days of delivery. In the case of non-delivery of the whole consignment, claims must be submitted in writing to both the carrier and the Seller within seven days of notification of despatch of the goods. In the absence of claims within these time limits, the goods shall be deemed to have been properly delivered.

RISK IN AND TITLE TO GOODS.

- (A) Goods shall be at the risk of the Buyer from the time of delivery to the agreed delivery point.
- (B) Until such time as the Seller for all goods whatsoever supplied has received full payment, all goods shall remain the property of the Seller. In cases where the goods or part thereof have been converted into other products whether or not this involves the addition or any other ingredient or items whatsoever irrespective of the proportions thereof, the conversion shall be deemed to have been made on the Seller's behalf and legal beneficial ownership shall pass in full to the Seller.
- (C) Subject to the following appropriate clauses, the Buyer shall have the right to sell the goods and new products referred to above in the ordinary course of business on the understanding that the proceeds of any such sale shall belong to the Seller to whom the Buyer shall account on demand. The Seller will have the power at any time to revoke the Buyer's right of sale by notice to the Buyer if the Buyer is in default in respect of payment of any sum due to the Seller for longer than seven days (whether in respect of goods or other goods supplied by the Seller to the Buyer for any reason whatsoever.)
- (D) The Buyer's power of sale of the goods or products referred to above shall immediately cease if:-
 - (1) a receiver is appointed to control the assets or any undertaking of the Buyer.
 - (2) the Buyer goes into voluntary liquidation.
 - (3) a winding up order is made against the Buyer.
 - (4) the Buyer calls a meeting of or makes arrangements with creditors.
 - (5) commits any act of bankruptcy.
- (E) On termination of the Buyer's power of sale in accordance with the foregoing conditions the Buyer must place the goods and new products at the disposal of the Seller who shall reserve the right to enter upon any premises for the purpose of removing such goods and new products, such rights to include severance from realty.

PAYMENT.

- (A) Credit will be granted at the Seller’s absolute discretion and the following terms of payment will then apply otherwise, the Buyer must pay for goods at the time of the order.
- (B) Payment, at net invoice value, is due not later than the end of the month following the date of the invoice.
- (C) If the Buyer fails to make payment in the time and manner specified by the Seller or becomes insolvent or otherwise subject to bankruptcy laws, or being a company, has a receiver appointed or passes a resolution for winding up, the Seller may, at its option, suspend or cancel further deliveries.
- (D) In addition to its other remedies the Seller reserves the right to charge interest on delayed payments from due date on a day basis.
- (E) Time for payment shall be the essence of the contract.

RETURNS.

- (A) Goods correctly supplied may not be returned without the Seller’s agreement. Goods so returned must be consigned “carriage paid” and accompanied by a packing note stating the Seller’s invoice number and date.
- (B) Goods damaged in transit to the Seller will not be credited.
- (C) Goods returned will be subject to a handling charge. However, goods correctly supplied by the Seller will not be accepted for credit if returned more than twenty-eight (28) days from date of delivery.
- (D) Any products, which have been supplied to special requirements, will not be accepted for credit under any circumstances.

GENERAL.

- (A) All contracts with the Seller shall be deemed to have been made in England and shall in all respects be construed and operate in accordance with English law.
- (B) If any provision of these conditions becomes illegal, void or unenforceable for any reason, the validity of the remaining provisions shall not be affected.
- (C) Failure by the Seller to enforce strict compliance with these conditions will not constitute a waiver of any of the provisions of these conditions.

I agree to trade with Raxton Limited in accordance with the attached Terms and Conditions:

Company name and address.....

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Signature:

Name and Company Position:.....

