

ROBERT LEE.LTD
("THE COMPANY")
STANDARD CONDITIONS OF SALE

Unless otherwise expressly agreed in writing by a Director or the Secretary of the Company, all quotations are made and orders accepted by us subject to the following printed conditions to the exclusion of any terms and conditions introduced by the Purchaser (Meaning the person, firm or company to whom the invoice is addressed) and in replacement of any earlier different sets of conditions appearing in the Company's catalogues or elsewhere. The reserves the right to vary these conditions of sale at any time not with standing any prior course of dealing with the Purchaser.

1. Prices.

- (1) Whilst every effort is made to maintain firm prices, orders are only accepted on the understanding that prices may be altered at any time prior to the actual delivery to reflect any increase in manufacturing prices, duties, freight charges and insurances of premises relating to the goods themselves (meaning the articles or things or any of them described in the order).
- (2) All orders received which are under £10.00 in value excl.VAT will be invoiced at the minimum order charge of £10.00+VAT

2. Terms of payment.

- (1) Payments should be made either in cash when the order is placed or upon such terms as the Company may from time to time extend to the Purchaser which terms may be withdrawn by the Company at any time. If payment is not received by the Company within one month of the due date in accordance with the condition, interest will be charged on overdue accounts at the rate of 2% per calendar month.
- (2) Where the goods are subject of both delivery and payment by the instalments the Company shall be entitled to refuse to make further deliveries until such time as the Purchaser has paid in the full for (a) the goods already delivered and (b) any other goods at any other time supplied by the Company to the Purchaser, and in either case for which payment is overdue.

3. Risk in the Goods

The risk in the goods shall only pass to the Purchaser or the carrier nominated by the Purchaser.

4. Property in the Goods.

- (1) The property in the goods shall only pass to the Purchaser when good and all other goods supplied by the Company to the Purchaser have been paid for in full (including interest where applicable) and until such time the property shall remain with the Company who shall be entitled to re-delivery of the goods without thereby terminating the Purchase's obligations hereunder.
- (2) From such time as the risk passes to the Purchaser under the terms of the contract (except where insurance shall already have been effect by or on behalf of the Purchase under the terms of carriage) the Purchaser shall maintain such insurance of the goods as is normally maintained by the companies engaged in the business in which the Purchase is engaged.

5. Returns.

It is our policy to help customers whenever possible by accepting the return of goods which are standard stock lines. Goods returned must be in perfect resaleable condition and in their original packing, and customer must quote the invoice number on which the goods were originally supplied. There will be a restocking charge of 20% of the net invoice purchase price for this service. No return of any kind will be accepted after more than one month from the date of delivery. Special orders will only be accepted *in writing* and delivery periods from the manufacturer cannot be guaranteed. Cancellation of special orders will only be accepted in writing and can only be accepted prior to acknowledgement/acceptance by the manufacturer. Return of special orders for restock will not be accepted under any circumstances.

6. Defects.

We recommend that thorough inspection of all goods is made before a signature is given on our Advice Note. No liability will be accepted by us for damaged or scratched goods once a signature has been given - this applies particularly to metal baths. In the event of any article supplied proving defective in material or workmanship, we undertake (at our option) to replace or repair such articles free of charge, which shall be the limit of our liability, provided that the complaint is made within reasonable time after delivery (3 days). We shall be under no liability whatsoever for the cost of removing, refixing, or any other consequential loss or damages, direct or indirect, of whatsoever nature. In case of goods supplied but not manufactured by us, the customer can claim any warranty or guarantee we may have from the makers. In no case are we to be liable for consequential damage, or reimbursement costs whatsoever of any kind. In all cases, the relevant Invoice/Advice Note number must be given before any goods will be collected. Any goods returned to us, for whatever reason, that do not conform to the above conditions will be delivered back to the customer and credit will not be passed.

7. Displays.

Where a special price is obtained in return for the products being on display, the following conditions will also apply:

- (1) The display must satisfy all the conditions laid down by the manufacturer:
 - The display must be in a retail setting which is manned, in premises open to the public between 9:00am and 5:00pm, on at least five days per week.
 - The display must be properly maintained for a minimum period, usually at least 12 months from the date it is first put on display to the public (not when it was delivered). After this period, the customer has the option of continuing with it, or selling it off.
- (2) The product must be put on display within eight weeks of delivery.
- (3) Failure to comply with the above conditions will render the customer liable to the issue of a supplementary invoice, being the difference between the normal selling price and the special display price.
- (4) When manufacturers offer a "cashback" incentive to display, the invoice for the full price is payable on the normal due date.

8. Force Majeure.

- (1) For the purposes of these terms the expression "force majeure" shall include any Act of God, war, civil disturbance, requisitioning, governmental or parliamentary restriction, recommendation, prohibition or enactment of any kind, import or export restrictions and regulations, strikes, unfair industrial practice, trade disputes, difficulty in obtaining workmen or materials, breakdown of machinery, fire, accident, non-delivery by the Company's suppliers or any other cause whatsoever beyond the Company's control.
- (2) The Company will not be liable for any direct or consequential loss whatsoever resulting from
 - (a) The Company being delayed in, or prevented from, making delivery owing to the force majeure: or
 - (b) Damage to or destruction of the whole or part of the goods resulting from force majeure.

9. Insolvency.

In the Event of a receiver or manager or a receiver and manager being appointed over any assets of the Purchaser or the Purchasers entering into any arrangement or com position with the Purchaser's creditors or if where the Purchaser is an individual or partnership firm that individual or any partner of that firm shall commit an act of bankruptcy or shall in Scotland become Notour bankrupt or be sequestrated or if where the Purchaser is a corporation it shall go into Liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or any of its creditors applies or is entitled to apply for it to be wound up by the Court then the Company shall be at liberty forth with to canel or suspend the contract without incurring any liability for the direct or consequential loss resulting therefrom and such suspension or calcellation shall be without prejudice the Company's right to recover all sums in respect of goods and instalments delivered and cost incurred to date of cancellation.

10. Indemnification.

In the event that the Company has to meet any claims for damages or loss to third parties (including any servants or agents of the Purchaser) which relate in any way whatsoever to the goods then and without prejudice to Clause 5 and 7 hereof, the Purchaser shall at all times fully indemnify the Company against any such loss or damage.

11. Warranties.

All warranties and conditions (including those of fitness, quality and merchantability, but with the exception of the implied warranty as to title), and whether express or implied by common law or status or otherwise and whether the sale is by way of sample or description or otherwise in repect of the goods sold are expressly excluded, however the Purchase shall be entitled to the benefit (so far as it can be transmitted to the Purchaser and is compatible with these conditions) of any warranty or conition given by the manufacturers of the goods sold, provided however that this shall not be deemed to give rise to any contractual obligation on the Company's part.

12. Representations.

Any representation by any representative or agent of the Company in repect of the goods or as to delivery dates shall not (unless confirmed in writing as foresaid) be binding on the Company and shall not be treated as contractual.

13. E. & O.E

Any clerical calculating or typographical errors shall be subject to correction.