

TERMS & CONDITIONS

TERMS & CONDITIONS OF SALE

1. These conditions of Sale shall apply to all sales of goods by us to you and shall be in substitution for and not in addition to any Conditions, which may from time to time be attached to your order.

2. Advertisements, etc - Catalogues, Price Lists, and other advertising matter are only an indication of the type of goods offered and not prices or other particulars contained therein shall be binding on us.

3. Prices - All prices are nett and are subject to variation by us without notice. Goods will be invoiced at price ruling at the time of despatch.

4. V.A.T. - All V.A.T. charged is strictly NETT.

5. Despatch - Every effort will always be made by us to despatch orders on the due date, but we shall not be under any liability whatsoever for delay in despatch howsoever arising. We reserve the right to deliver in more than one consignment and invoice each consignment separately.

6. a. Return of Goods - Goods will only be accepted for return if prior approval has been given and a returns number has been issued. Goods rejected by you as not complying with the contract must be rejected within seven days of receipt. If goods are returned for any reason other than faulty, delivery of the wrong product or the quantity of goods, a handling charge will be made of 15% of the original invoice price. If the returned goods were ordered and free carriage was applied, the carriage cost charge from us to you will be deducted from your overall credit note or added as a charge. We reserve the right to issue a credit against faulty goods rather than a replacement, you will be informed if this happens. Goods must be returned carriage paid. If an item is faulty, we will arrange a collection using a courier of our choice.

b. Order amendment and cancellation -

(1) No order shall be subject to amendment or cancellation by you in whole or in part without our written consent.

(2) Some goods we sell are not held in stock but ordered when required. We routinely refer to these as "specials" and, for the avoidance of doubt, customers are informed at the time of order that the product will be ordered by us, there is no right of cancellation for an item not held in stock requiring a specific order.

7. Claims for Damage Loss or Non-Delivery - Prior to risk passing in the goods we will not entertain claims for your damage loss or non-delivery unless notice is given to the Carrier and to us in writing (other than on the Carriers delivery note) within the following time limits:- (1) Partial loss and damage. Within 3 working days of delivery to you. (2) Non-Delivery. Within 7 working days of date of invoice. We shall not be under any liability unless these Conditions are observed.

8. Minimum Quantities - All items will be supplied only in quantities as shown on our price lists and/or catalogues or in multiples thereof. Any order not conforming to this quantity or a multiple thereof will be increased to the next higher multiple. Carriage terms are detailed in an annual letter to customers and form part of these terms and conditions.

9. Payment:-

(1) Payment in full will be due within 30 days of the date of invoice (unless other wised agreed in

writing).

(2) If you fail to make payment when due or if you become insolvent or go into liquidation or otherwise cease to carry on business we shall be entitled to withhold or cancel at our option further deliveries.

(3) If you do not pay on the due date we reserve the right to charge interest at the rate of 4% per annum above the base rate of (HSBC Bank plc) for the time being such interest to accrue on a day to day basis.

(4) If you fail to give us despatch instructions promptly when required payment shall be due forthwith and we shall be entitled (but not bound) to store the goods at your expense.

10. (1) Liability - Except as expressly otherwise provided in these Conditions, we, our servants and agents shall be under no liability:-

(i) in respect of the quality, conditions or description of goods supplied or their fitness for any particular purpose;

(ii) for loss or damage (whether consequential or direct) however caused to the buyer or to any other person; or

(iii) for death or personal injury otherwise than by our negligence to you or to any other person; or

(iv) for the delay in the manufacture or despatch of the goods; and any term, condition or representation contrary to this Condition whether express or implied by statute, common law or otherwise, is hereby expressly excluded.

(2) You will fully and effectively indemnify us against all damage or injury to any person firm of company and against all actions, claims, demands, costs, charges and expenses (including costs charged on reasonable basis for our executives) for which we may become liable in respect of the goods sold except to the extent admitted expressly in these Conditions and unless such damage or injury shall have been a direct result of our negligence and can be attributable to no other cause whether in whole or in part.

11. Guarantee If any defect in the materials from which the goods are made or fault in the manufacture of the goods shall be found to exist and be reported to us in writing within a period of one calendar month from the date of delivery of the goods we will repair or at our option replace the defective goods free of charge (provided that they are returned to us carriage paid and) provided that this guarantee:

(1) shall not cover defects of faults in components not manufactured by us;

(2) does not apply to damage sustained in transit;

(3) shall not apply to small variations in quality which do not materially affect the general use of the goods; (and)

(4) shall cease to have effect if the goods have been used for any purpose other than those for which they are intended or otherwise than in accordance with our instructions, or stored in improper conditions.

12. Reservation of Title

(1) The title to, ownership of and property in the goods shall remain vested in the seller (notwithstanding the delivery of the same and the passing of the risk therein to the buyer) until payment in full for all the goods comprising in this and every other contract between the seller and the buyer has been received by the seller in accordance with the terms of this and any such other contract.

(2) If such a payment is overdue in whole or in part the seller may (without prejudice to any of its other rights) recover or re-sell the goods or any of them and may enter upon the Buyer's premises by its servants or agents for that purpose. Such payments shall become due immediately upon the commencement of any act or proceedings in which the buyer's solvency is involved.

(3) If the seller so requires the buyer shall store the goods for the seller without charge to the seller without charge to the seller separately for any goods which are the property of the buyer or any third party and shall ensure that they are clearly marked and identified as belonging to the seller.

(4) Nothing in this clause shall entitle the buyer to return the goods unless requested to do so by the

seller or without a valid order number.

(5) The risk of any loss or damage to or deterioration of the goods from whatever cause arising shall be borne and be the responsibility of the buyer from the time of arrival of the goods at their premises.

(6) The buyer is hereby authorised to sell the goods in the ordinary course of its business as Agent of and for the account of the seller and to pass good title in the goods to the buyer's customers but the seller shall be entitled by notice in writing to the buyer to revoke such authority at any given time when there is default by the buyer in paying to the seller any sums owed by the buyer to it under the terms of this contract on the due date for payment.

(7) The rights and the remedies conferred upon the seller by this clause are in addition to and shall not in any way prejudice, limit or restrict any other rights or remedies of the seller under this or any other contract. No failure or forbearance on the part of the seller to enforce strict compliance by the buyer with the provisions of this clause shall constitute a waiver of any such provisions and the seller shall at all times be entitled to require the buyer to comply strictly with such provisions and to make good any failure on its part to do so. Any termination of this or any other contract whether by the act of the parties there to or by operation of law shall not prejudice, limit or extinguish the seller's rights under this clause.

13. Force majeure

(1) We shall not be liable to you to the extent that fulfilment of its obligations to you has been prevented, hindered, or delayed by force majeure as hereinafter defined.

(2) For the purpose of this condition, force majeure shall mean any circumstances beyond our control and shall include (without restricting the generality of the foregoing):-

(i) riots, civil commotions, war, rebellion, national or international emergency, strikes, lockouts, or other labour disputes.

(ii) destruction or damage due to natural causes, floods, fires, explosions, or breakdown of machinery.

(iii) any order of a local, national, or international authority.

(iv) shortage of labour, equipment, raw materials or supplies.

14. Legal Construction - This Contract shall in all respects be construed and operated as an English Contract and in conformity with English Law.

Meridian Zero Distribution Ltd, Registered No. 03914627