

CONDITIONS OF SALE

1. Under the terms and conditions of sale set out below:-
 - (a) The company means Cavalier Marketing Limited.
 - (b) The Buyer means the corporation, firm, company, institution, person or persons to whom a quotation is made or to whom goods are sold by the company.
 - (c) 'Goods' means products supplied by the company under this contract.
2. Any order accepted by the company whether or not it is based on or results from this or any other quotation or tender the company is deemed to incorporate these terms and conditions: no variation or modification of or substitution for these terms and conditions (even if included or referred to in the document placing the order) shall be binding on the company unless specifically accepted by the company in writing.

These terms and conditions shall be incorporated in the contract to the exclusion of any terms or conditions stipulated or referred to by the buyer.

3. Orders accepted by the company may not be cancelled under any circumstances unless agreed in writing by the company. Cancellation of goods ordered to the buyers own specification will not be accepted.

Orders by cable, telegram, telex, telephone or email are accepted only at senders risk and subject to these conditions. They should always be confirmed in writing.

4. Goods once despatched may not be returned without the company's consent in writing. In any event where such consent is given a re-stocking charge of 15% of the price of the goods will be made. Goods returned must be adequately identified and packed and sent carriage paid and must be received in the same perfect condition as at the date of despatch from the company's premises.
5. The company's goods are tested or examined before despatch but are supplied without any warranty, condition or guarantee expressed or implied that they are suitable for use under any special conditions or for any particular purpose although such condition or purpose may be known to the company at the time nor in the absence of a specific guarantee in writing is any guarantee given as to the life or wear of the company's goods. The company will however repair or at their option replace goods in which defects under proper use and installation appear within a period of 12 months after installation and which arise solely from faulty design, materials or workmanship other than design or materials made or specified by the buyer, provided always that acceptable proof is rendered as to the date of purchase and any defective parts are promptly returned free to the company's address. The provisions of The Sale of Goods Act 1979 and Unfair Contract Terms Act 1977 and The Supply of Goods and Services Act 1982 shall apply to this contract, but this guarantee is given in lieu of all warranties or conditions and liabilities whatsoever implied by law, statute or otherwise, and in particular without prejudice to the generality of the foregoing the company shall not be liable for loss of profit or goodwill of the buyer or any other person arising, directly or indirectly, from any breach of this contract or for any other indirect or consequential damage whatsoever, save as provided in this clause neither the company nor its servants and agents shall be under any liability whether in contract tort or otherwise howsoever, in respect of goods or for any damage or loss whatever and howsoever resulting therefrom or from any work done in connection therewith.

6. Unless otherwise specified in the quotation delivery shall take place at the buyers. If by reason of the buyer's default the goods are not taken up or delivered by the date specified in the contract the company may either treat the contract as repudiated or alternatively store the goods at the buyers risk and expense.

Estimates of delivery dates and time are to be regarded as approximate only and the company accepts no liability for any loss, injury, damage or expenses consequent upon any delay in delivery of goods. Delay due to circumstances outside the control of the company shall not entitle the customer to cancel any order or refuse to accept delivery. Offers from delivery from stock are made subject to goods remaining unsold on receipt of order.

7. The property and goods delivered under this contract shall not pass to the buyer until their price and any other sum payable under this contract have been paid in full. Until actual payment of all such sums, the buyer shall hold the goods in the fiduciary capacity of Bailee (and without prejudice to the generality of the foregoing, the buyer shall store and mark the goods in such manner that they shall be readily ascertainable as goods which are the property of the company) provided that this shall not prevent the buyer from selling and using the goods in the ordinary course of business until such permission has been withdrawn pursuant to Clause 9.
8. Risk shall pass when the goods are delivered to the buyer, delivered being defined as in Clause 6 above.
9. Liability for payment of goods shall arise on delivery, and such payment shall be made not later than the end of the month following the month of invoice – any discounts specified in the company's quotation shall relate only to payments so

received. The company reserves the right to charge interest on overdue amounts at the rate per annum of 2% above the Bank of England minimum lending rate ruling on the last date on which payments must be made.

If payment is not made by such date or if the buyer is in default as regards payment under this contract with the company the company (without prejudice to its other rights) reserve the right:

- (a) To suspend deliveries under this contract for so long as the default continues.
- (b) To serve notice on the buyer that if sums due under this contract are not paid within 14 days the company shall be entitled to treat the contract as repudiated or
- (c) To sue for the price notwithstanding that property in the goods as not passed to the buyer.

After service of the notice described in (b) above or on the occurrence of any of the circumstances described in Clause 10 below and entitling the company to treat this contract as repudiated, the buyer shall not submit goods to any process manufacturer, incorporate them nor mix them with any other goods, nor change their nature in any way whatsoever nor shall the buyer sell any goods which are still the property of the company to a third party until all monies due to the company are paid.

10. Without prejudice to its other rights, the company may by notice treat this contract as repudiated if: the buyer enters into liquidation whether compulsory or voluntary (except for the purposes of a solvent reconstruction or amalgamation), or the buyer becomes insolvent within the meaning of The Insolvency Act 1986 or does any other act of bankruptcy as defined by The Insolvency Act 1986 or any act which would be an act of bankruptcy if the buyer were an individual, or the buyer makes any assignment to, or agreement or composition with his creditors, or a receiver of the whole or any part of the buyers undertaking is appointed or a meeting is convened at which a resolution to wind-up the buyer will be proposed or on the passing of a resolution or the presentation of a Petition to wind-up the buyer, or on any other event or default of any nature whatsoever which would cause the company reasonably to consider that its property in the goods or in their proceeds or resale by the buyer maybe adversely affected, or that it is unlikely to be paid in full for the goods.

On such notice, all goods which remain the property of the company shall forthwith be re-delivered to the company at the buyers risk and expense and for the purpose of taking possession of such goods the buyer hereby grants the company's representatives a licence to enter upon its premises or any other premises where those goods are stored during normal business hours to remove such goods.

11. If not withstanding the buyers default, the company chooses to enforce his contract, it shall recover and sell only so many of the goods as may be necessary to obtain full purchase price, interest on any other sums due from the buyer which such further sum as represents proper damages for the buyers breach of contract. Any surplus goods or funds obtained from such resale shall be passed to the buyer.

If the company chooses to treat this contract as repudiated, the company shall repay to the buyer any part payment of the purchase price of those goods which remains after deduction of any amount representing damages for the buyers breach of contract.

If the buyer sells any goods which remain the company's property, the proceeds of resale and/or the claims to such proceeds of sale shall at all times be held on trust for the company and the buyer shall pay all such proceeds into a bank account separate from all other monies and the company shall account to the buyer for any sums in excess of the price for the goods and other sums payable under this contract.

12. Any contract subsisting between the company and the buyer shall be construed in all respects in accordance with the laws of England and unless otherwise arranged is subject to the jurisdiction of the English courts.
13. Clerical errors and omissions are subject to correction with notice.
14. Notices shall be in writing sent to the address of the appropriate party set out on the fact of this contract or to such other address as may from time to time (by notice to the other party) be designated, and notices shall be deemed to have been duly given:-
 - (a) On the date of transmission if sent by telex copier, cable, telegram, fax or email
 - (b) On the date of delivery if delivered by hand
 - (c) Two dates after the date of posting if sent by first class mail.In proving service by post it shall be sufficient to prove the envelope containing the notice was properly addressed, stamped and posted.
15. No relaxation, forbearance, indulgence or delay by either party in enforcing any of the terms of this agreement or the granting of time by either party to the other shall effect, prejudice or restrict the rights of the other party under this agreement nor shall any waiver or any breach of this agreement operate as a waiver of any subsequent breach.