

BOOTH DISPENSERS LIMITED

CONDITIONS OF SALE

Unless otherwise agreed in writing by the Company, all goods are supplied on the following terms and conditions to the exclusion of any terms and conditions stipulated by the customer and any previous representations, warranties or communications not expressly incorporated herein.

The following Terms and Conditions do not apply to any goods supplied for export from the United Kingdom by the Company unless agreed otherwise in writing between the Company and the customer and in the event that the Company agrees to enter into any contract for the export of goods from the United Kingdom then the same will be subject to any special terms and conditions agreed by the Company in writing prior to the acceptance of any order.

1. GENERAL.

"The Company" means Booth Dispensers Limited;
"Customer" means any company, firm or individual to whom the goods are sold or supplied by the Company;
"Goods" means all goods, materials, articles or services supplied by the Company to the customer.

2. FORMATION OF CONTRACT.

Quotations unless previously withdrawn shall be valid for a period not exceeding thirty days from date of tender. No order shall be deemed accepted until the Company's written acknowledgement thereof has been made and then subject only to the terms and conditions stated below. Any stipulations or conditions in the customer's order form which would conflict with these conditions or in any way qualify or negate the same shall be deemed to be inapplicable to the order placed with the Company unless expressly agreed to by the Company in writing when acknowledging the order in question.

3. VARIATION OF CONDITIONS.

Unless otherwise agreed in writing by the Company, the goods are supplied by the Company only on these conditions and no variation or addition thereto (whether contained in any document emanating from the customer or made orally by any person acting or purporting to act on behalf of the Company) shall have any effect unless it is in writing and signed by an authorised employee of the Company. Should any of these conditions conflict with any conditions stated in the customer's order, these conditions shall prevail.

4. ACCEPTANCE OF ORDERS.

All orders must contain sufficient written information to enable the Company to supply or manufacture the goods required but no order shall result in a binding contract of sale unless and until it is accepted by the Company in writing. No liability can be accepted for incorrectly ordered goods.

5. TELEPHONED ORDERS.

Telephoned orders will be accepted only if an official order number is quoted in all cases. Telephoned orders must be confirmed in writing. The written order must be clearly marked 'confirmation'. If duplication occurs due to the order not being so marked, delivery must be accepted.

6. FACSIMILE ORDERS/EMAIL ORDERS.

Facsimile orders will be deemed to be binding contracts subject to purchase to the Company's standard terms and conditions.

7. PRICE.

- a. All prices quoted by the Company are exclusive of value added tax which will be chargeable at the date of despatch of the goods and of all other taxes of whatever nature that may be applicable to the contract.
- b. Except where a written quotation has been given, goods are sold at the prices ruling at the date of despatch.
- c. The Company's prices do not include the cost of carriage to the customer except where they have been expressly stated in the contract.
- d. The Company's costs (including storage charges) due to the customer's neglect, default, lack of instructions, refusal or failure to take delivery of the goods during normal business hours or to special deliveries, part deliveries or any other variation of the original order made at the request of the customer, shall be paid by the customer in addition to the contract price.
- e. If the customer's cheque payable to the Company is not met upon first presentation then without prejudice to the Company's rights and remedies in such a case, the customer shall pay to the Company £20 in respect of the costs incurred.

8. MINIMUM CHARGE.

A minimum charge of £25 net order value is applicable to all-orders.

9. TERMS OF PAYMENT.

- a. Unless otherwise stipulated in our written acceptance, payment is due in full and should reach the Company's office no later than the end of the calendar month following date of invoice e.g. payment for any June invoice should reach the Company's office by 31st July.
- b. The Company shall be entitled to interest on all sums overdue at the rate of three percent above the Company's bank base rate from time to time in force.
- c. In the event of the customer for any reason whatsoever failing within one calendar month of the due date for payment to effect any payment which may be due under the contract or any contract with the Company, or commits any breach of contract, the Company shall thereupon be entitled, without prejudice to its other rights forthwith to terminate the contract or any unfulfilled part thereof or at its option to make partial deliveries.

10. CANCELLATION.

No order or contract may be cancelled by the customer except by agreement in writing with the Company, and then only on such terms as it may stipulate.

11. DELIVERY.

Any stipulated time for delivery shall date from the receipt by the Company of the customer's written order to proceed or of all the necessary information, drawings or inserts to enable the Company to put the work in hand, whichever be the later. Delivery dates or periods are given in good faith and the Company will make every effort to meet them but accepts no liability for failure to deliver on a specified date or within a specified period. The Company will replace free of charge goods damaged or lost in transit provided that in the event of:

- a. damaged delivery or shortage, such damage or shortage has been noted on the delivery note signed by or on behalf of the customer and the Company is advised in writing within seven days of the notified date of despatch.
- b. non-delivery in whole, the Company is advised in writing within seven days of the notified date of despatch. The Company or its representatives shall have the right to attend the customer's premises to inspect any goods in respect of which any claim is made and the customer shall retain such goods until the Company shall have inspected such goods or until it has notified the customer that it does not wish to inspect the goods.

Any breach of this condition shall dis-entitle the customer to any allowance in respect of the claim.

12. DELIVERY BY INSTALMENTS.

In any order for goods is to be delivered by instalment to the customer each instalment shall be treated as a separate and identifiable contract and the rights of either party thereunder shall be construed accordingly, save only that the Company may suspend delivery thereof whilst payment is overdue in respect of any previous installment. If the Company shall fail to make delivery or shall make defective delivery of any instalment such failure or defective delivery shall not affect the obligations of the parties under the contract of which these conditions form part in respect of the other instalments. Notwithstanding that prices are ex works, the Company is prepared by special contract to procure carriage and insurance on behalf of the customer at his cost on which event the Company shall be under no liability for damage in transit loss or damage to the goods beyond the point at which the Company is contracted to deliver the same.

13. RISK AND PROPERTY (incl. RETENTION OF TITLE CLAUSE).

Risk of damage to or loss of the goods shall pass to the customer:

- a. In the case of goods to be delivered at the Company's premises at the time when the Company notifies the customer that the goods are available for collection; or
- b. In the case of goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the customer wrongfully fails to take delivery of the goods, the time when the Company has tendered delivery of goods.
- c. Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the customer until the Company has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the

Company to the customer for which payment is then due.

- d. Until such time as the property in the goods passes to the customer, the customer shall hold the goods as the Company's fiduciary agent and bailee, and shall keep the goods separate from those of the customer and third parties and property stored, protected and insured and identified as the Company's property. Until that time the customer shall be entitled to re-sell or use the goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- e. Until such time as the property in the goods passes to the customer (and provided the goods are still in existence and have not been re-sold) the Company shall be entitled at any time to require the customer to deliver up the goods to the Company and, if the customer fails to do so forthwith, to enter upon any premises of the customer or any third party where the goods are stored and repossess the goods. The customer shall be responsible for all costs and expenses of returning or removing any goods.
- f. The customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Company but if the customer does so all monies owing by the customer to the Company shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.

14. WARRANTIES AND LIABILITY.

- a. Subject to the conditions set out below the Company warrants that the goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire. The above warranty is given by the Company subject to the following conditions:
 - i. The Company shall be under no liability in respect of any defects in the goods arising from any drawings, design or specification supplied by the customer;
 - ii. The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing) misuse or alteration or repair of the goods without the Company's approval;
 - iii. The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment;
 - iv. The above warranty does not extend to parts, materials, or equipment not manufactured by the Company, in respect of which the customer shall only be entitled to the benefit

- of any such warranty or guarantee as is given by the manufacturer to the Company.
- b. Subject as expressly provided in these conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
 - c. Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the customer are not affected by these conditions.
 - d. Any claim by the customer which is based on any defect in the quality or condition of the goods of their failure to correspond with specification shall (whether or not delivery is refused by the customer) be notified to the Company within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the customer does not notify the Company accordingly, the customer shall not be entitled to reject the goods and the Company shall have no liability for such defect or failure and the customer shall be bound to pay the price as if the goods had been delivered in accordance with the contract.
 - e. Where any valid claim in respect of any goods which is based on any defect in quality or condition of the goods or their failure to meet specification is notified to the Company in accordance with these conditions, the Company shall be entitled to replace the goods (or the part in question) free of charge, or at the Company's sole discretion refund to the customer the price of the goods (or a proportionate part of the price) but the Company shall have no further liability to the customer.
 - f. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use of resale by the customer except as expressly provided in these conditions.

15. PENALTY CLAUSES.

Penalty clauses on customers' orders or contracts cannot be accepted unless a specific undertaking in writing is secured, by an authorised employee of the Company, covering each order or contract concerned.

16. FORCE MAJEURE.

The Company shall not be liable for any delay or failure in carrying out the obligations which is caused wholly or partly by reason of an 'Act of God', delay in transportation, labour disputes, fire, flood, war, accident, Government action, inability to obtain adequate labour, materials or energy, or any other cause beyond the Company's control or that of its servants or agents.

17. DRAWINGS & SPECIFICATIONS.

Illustrations, descriptions, advertisements, product literature and similar materials issued by the Company are for information only and no particulars therein shall be binding on the Company.

18. ASSIGNMENT.

The customer shall not, without the Company's prior written consent, assign or transfer or purport to assign or transfer the contract to which these conditions relate or the benefits thereof to any other person whomsoever.

19. SPECIFICATION ALTERATIONS.

The Company reserves the right to alter the specification of any goods without prior reference to the customer provided that the goods comply in all other known respects with the customer's requirements.

20. RECOMMENDATION.

Whilst all written recommendations made by the Company as to the treatment of the goods are made in good faith and in the belief that they are correct, the Company shall have no responsibility whatsoever for any damage, liability, cost, claim or expense suffered by the customer or any third party through following such recommendations.

21. LAW & JURISDICTION.

This contract shall in all respects be construed and operate as an English contract and all matters arising thereunder shall be determined in accordance with the laws of England.

22. INSOLVENCY OF CUSTOMER.

This clause applies if:

- a. The customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- b. An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the customer; or
- c. The customer ceases or threatens to cease, to carry on business; or
- d. The Company reasonably apprehends that many of the events mentioned above is about to occur in relation to the customer and notifies the customer accordingly.

If, this clause applies then, without prejudice to any other right or remedy, available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Company, and if the goods have been delivered but not paid for the prices shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.