

# CONDITIONS OF SALE

These conditions apply to and form part of all contracts for the sale of Goods to the "Buyer" by Evans Vanodine International PLC ("the Seller") except where specific terms and conditions are expressly agreed separately in writing.

1. **PRICE VARIATIONS.** At any time before delivery the Seller reserves the right to increase the price of the Goods by notice to the Buyer.
2. **PAYMENT CONDITIONS.** Payment shall be made by the buyer within 30 days following the date of the invoice. Failure to do so shall:-
  - a) entitle the Seller to cancel all outstanding deliveries under any contract without thereby incurring liability.
  - b) entitle the Seller to levy interest at a rate of 2% per month on all amounts outstanding from the first day amounts became overdue.
3. **CLAIMS.** The Seller reserves the right to refuse claims for defective or damaged goods or for shortages or non-delivery if the Buyer fails to take the following actions:-
  - i) Damage or shortage in any delivery:
    - a) Buyer shall endorse carrier's delivery note appropriately.
    - b) Buyer shall advise the Seller immediately by telephone.
    - c) Buyer shall send full particulars of claim to the Seller within 3 days of the date of delivery.
  - ii) Non-delivery of whole consignments: Buyer shall advise the Seller in writing within 10 days after date of invoice.
  - iii) Defects: Buyer shall inspect the Goods on delivery and submit full particulars of any claim to the Seller in writing within 7 days from delivery.
  - iv) Buyer shall not dispose of any damaged or defective Goods without the written consent of the Seller and will allow the Seller reasonable access for inspection.
  - v) Goods returned without the consent of the Seller will not be accepted for credit or replacement.
4. **VAT DUTIES.** All Seller's prices are exclusive of UK and Foreign Value Added Tax duties and any other imposts which will be paid by the Buyer in addition to the purchase price of the Goods.
5. **CONTAINERS.** Containers shall not be returned unless stated as returnable.
6. **QUALITY:** Goods supplied are warranted to accord with the Seller's specifications and/or to be within normal limits of industrial quality.
7. **PURPOSE.** Any recommendations or suggestions relating to the use of the Goods made by the Seller either in technical literature or in response to a specific enquiry, is given in good faith, as the Seller cannot control the application or use of the Goods it is for the Buyer to ascertain the suitability of the Goods for their particular purpose. To the extent that it is lawful so to do the Seller hereby expressly excludes himself from liability for breaches of conditions or warranties implied by law relating to the fitness of the Goods for any purpose. The Buyer shall indemnify the Seller against any liability, costs, claims, demands or expenses (including legal costs) which the Seller may suffer or incur as a result of a Consumer Protection Act Claim or claims against the Seller in respect of an alleged defect in the Goods to the extent that any such Consumer Protection Act claim against the Seller is caused by or

results from a negligent act or omission of the Buyer in its application or use of the Goods supplied. Without prejudice to the generality of the foregoing it is hereby agreed that any application or use by the Buyer of the Goods supplied otherwise than in accordance with the terms of any product information made available to the Buyer by the Seller shall automatically be deemed to be a negligent act or omission on the part of the Buyer. The Goods are intended for professional use only and not for resale to the general public. It is solely the responsibility of the Buyer to ensure that any onward sales of the Goods are to professional market only and in which case all of the aforementioned PURPOSE terms shall remain.

8. **PATENT/TRADE MARKS.** The Buyer shall not use any of the Seller's trade marks without the Seller's prior written consent and the Buyer shall have no express or implied right by the purchase of the goods to make use, exercise or sell any invention the subject of Letters Patent belonging to the Seller or to any third party.
9. **DELIVERY BY INSTALMENTS.** Defects in Good comprising any delivery instalment and the failure of the Seller or Buyer to make or take delivery of any instalment shall not vitiate any contract with regard to later deliveries.
10. **FORCE MAJEURE.** Deliveries may be partially or totally suspended by the Buyer or the Seller during any period in which either is prevented from manufacturing, delivery or taking delivery of the Goods through any circumstances outside their control. Deliveries so suspended shall be cancelled without liability but the contract shall otherwise remain unaffected.
11. **ASSIGNMENT.** Neither the benefit nor the burden of any contract between the parties shall be assigned without the Seller's express written consent, which consent may in the Seller's absolute discretion be withheld.
12. **OWNERSHIP AND RISK.** Until payment in full is made for ALL sums owed by the Buyer to the Seller:-
  - a) The Goods shall remain the property of the Seller, but the risk therein and all liability to third parties in respect thereof shall pass to the Purchaser on delivery.
  - b) The Purchaser may sell the Goods in the normal course of his business but in a fiduciary capacity as bailee of the Goods shall hold and pursue claims for the proceeds of their sale equal to the price of the Goods for and on behalf of the Seller.
  - c) Prior to the sale of the Goods the processing of the Goods to becoming other goods or the mixing of the Goods with other goods, the Buyer shall not remove, obliterate or otherwise alter any label, mark or other means the Seller may have of identifying the Goods.
13. **BANKRUPTCY.** The Seller may cancel any order if the Buyer becomes bankrupt or makes any arrangement with his creditors, or being a company, goes into liquidation whether compulsorily or voluntarily.
14. **OPERATION OF LAW.** All contracts between the Seller and the Buyer shall be subjected to English Law and the jurisdiction of the English Courts. Any contracts of sale is deemed to have been made at Brierley Road, Walton Summit, Bamber Bridge, Preston, PR5 8AH, and within the jurisdiction of Chorley County Court.