

DECORMAX LIMITED TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these Terms and Conditions except where the content otherwise requires the following expressions shall have the following meanings:-

- "Company" means Decormax Limited and is a limited liability company registered in England under number 4103790.
- "Contract" or "Order" means the agreement made between the Customer and the Company and is made pursuant to these Terms and Conditions for sale of Goods to the Customer, the Purchase of Goods by the Customer and/or the provision of Services by the Company to the Customer.
- "Customer" means the person, company or legal entity trading with the Company.
- "Customer's Order" means the Customers request for Goods or Services.
- "Goods" means the products (subject to clause 9 below) manufactured and/or supplied by the Company pursuant to the Contract.
- "Services" means services which the Company is to perform under the Contract.
- "Terms and Conditions" means the terms of business set out below.

2. TERMS AND CONDITIONS

- 2.1 The Company will only Contract to sell the goods subject to these Terms and Conditions.
- 2.2 Any Order placed by a Customer shall be subject to these Terms and Conditions which shall prevail any terms, conditions or discussions which the Customer and the company may have had at the negotiations stage and prior to any Contract being agreed.
- 2.3 Placing of an Order by the Customer shall be deemed to be an acceptance of these Terms and Conditions.
- 2.4 No variation of these Terms and Conditions shall be valid unless agreed by an authorised representative of the Company in writing.

3. EXCLUSIONS LIMITATIONS AND INDEMNITIES

The Company contracts on behalf of itself its employees and in so far as any exclusion or limitation of liability or indemnity appears in these Terms and Conditions and the same shall ensure for the benefit not only of the Company but also its employees and agents.

4. LIABILITY FOR DEATH OR PERSONAL INJURY

Where in these Terms and Conditions the Company excludes or limits its liability in respect of any loss or damage the Company does not intend or purport to exclude or limit liability for death or personal injury resulting wholly, in part or at all from its own negligence or that of its employees or agents and these Terms and Conditions shall take effect accordingly.

5. QUOTATIONS

All quotations are provided by the Company as an invitation to treat and are subject to confirmation by the Company upon receipt of the Customer's Order. The Contract shall only be made when the Customer's Order is accepted by the Company and is always subject to additional terms to be agreed by the Company.

6. PRICE

- 6.1 Unless otherwise expressly agreed by the Company in writing the price of the Goods and/or Services shall be the Company's price current at the date of acceptance of the Customer's Order.
- 6.2 The Company reserves the right to increase the price to reflect any increases in prices and the consequent increase in the cost to the Company of any factor beyond the control of the Company including without limitation any currency exchange fluctuation or regulation or alteration of duties.
- 6.3 All prices are exclusive of VAT and of charges for packaging transport and insurance unless otherwise stated in writing.

7. PAYMENT

- 7.1 Unless otherwise agreed in writing, the Company shall be entitled to invoice the Customer on or at any time after delivery of any Goods or performance of any Services or (where Goods are to be collected by the Customer) at any time after the Company has notified the Customer that the Goods are ready for collection.
- 7.2 The Company reserves the right to supply Goods or perform Services by instalments and to render a separate invoice in respect of each instalment.
- 7.3 Unless otherwise agreed, payment of the invoice amount plus VAT together with any other charges shall be made promptly by the Customer in full without any deduction, set off or counterclaim on or before the last day of the month following invoice and time of payment shall be of the essence of the Contract.
- 7.4 All and any monies remaining due and unpaid to the Company after the due date shall bear interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (as may be amended and/or replaced by statute from time to time).
- 7.5 Without prejudice to the Company's other rights and remedies, the Customer will be liable for all costs and interest incurred by the Company as a consequence of the Customer's non-payment and/or late payment of any invoiced amount.
- 7.6 If the Company has to instruct solicitors or other agents to recover monies owed by the Customer the Customer will indemnify the Company in respect of all fees and costs payable by the Company to such solicitors or agents.

8. DELIVERY

- 8.1 Goods shall be deemed as delivered when the Customer collects the Goods at the Company's premises after the Company has notified the Customer that the Goods are ready for collection (Unless otherwise agreed in writing it shall be the responsibility of the Customer to collect Goods which are to be collected immediately upon being notified that the Goods are available for collection); or
- 8.2 If the Company agrees to deliver the Goods to some other place the Goods will be deemed as delivered by the Company delivering the Goods to that place.
- 8.3 If the Customer fails to take delivery of any Goods and/or Services, without prejudice to any other right or remedy of the Company, the Company may:
 - [1] Store the Goods or cancel Services at the cost and risk to the Customer; or
 - [2] Sell the Goods at the best price readily obtainable; and
 - [3] After deducting all storage, insurance and selling expenses, charge the Customer for any shortfall below the Contract Price.
- 8.4 Where pursuant to clause 8.2 above the Company has agreed in writing to deliver the Goods to the Customer then:-
 - (1) the Customer shall pay the Company the agreed delivery charge or if no such charge has been agreed such delivery charge as the Company at its reasonable discretion may specify; and
 - (2) the Customer shall ensure that the delivery point has safe access capable of carrying the weight of the delivery vehicle and its load; and
 - (3) the Company shall be entitled to charge the Customer for all packing cases or pallets or other light items supplied and not returned to the Company; and
 - (4) the unloading of the Goods from the delivery vehicle shall be the entire responsibility of the Customer who shall ensure that there is sufficient labour and machinery to carry out such unloading promptly and efficiently and safely and the Customer shall indemnify the Company against all loss or damage to or suffered by the Company in connection with such unloading.
- 8.5 The Company will use all reasonable endeavours to deliver Goods and to perform Services as specified in the Contract, but any date or time specified for delivery or performance is (unless agreed otherwise by an authorised representative of the Company in writing) an estimate only and is without prejudice to the generality of the foregoing delivery of Goods is subject to local environmental, political and economic conditions in the country of origin, shipping and safe arrival.
- 8.6 Late delivery or performance shall not entitle to Customer to reject any Goods or Services, terminate the Contract, withhold any payment, claim damages or any other remedies.

9. SUBSTITUTION

Notwithstanding that time is not of the essence of the Contract in relation to delivery and without prejudice to any other of these Terms and Conditions, if for any reason the Company in its reasonable discretion believes that it will be unable to supply the Goods (or Services) or any part thereof by any particular date, the Company may supply goods which in its reasonable discretion it believes to be of comparable quality.

10. RISK AND PROPERTY

- 10.1 Goods shall be at the risk of the Customer:
 - (1) in the case of the Goods to be collected by the Customer at the time when the Company notifies the Customer that the Goods are available for collection; or
 - (2) in the case of Goods to be delivered otherwise at the time of delivery at the place of delivery.
- 10.2 Notwithstanding delivery and the passing of risk in the Goods, title in Goods supplied by the Company shall not pass to the Customer until all monies due to the Company from the Customer have been paid.
- 10.3 Until such time as title in the Goods has passed to the Customer;
 - (1) the Customer shall hold the Goods on trust for the Company and shall store the Goods properly protected and insured in such a way that they can be identified as the Goods of the Company;
 - (2) the Company (without prejudice to its other rights and remedies) shall have the right to recover and sell the Goods and to enter to any premises where the Goods are stored for that purpose;
 - (3) if the Goods are destroyed by an insurable risk the Customer shall hold the proceeds of the insurance (limited to the amount owing to the Company) on trust for the Company;

- (4) provided that the Customer shall not be in breach of any term of the Contract the Customer shall be entitled to sell the Goods in the ordinary course of the Company's business as agent for the Company and the Customer shall hold the proceeds of sale (limited to the amount owing the Company) on trust for the Company;
- (5) Should the Goods become constituents of or attached to or be converted into other products the Company shall have title to such products as if they were solely and simply the Goods and the provisions of this clause shall apply thereto; and
- (6) The Customer's rights to possession of the Goods shall cease immediately if the Customer becomes insolvent (voluntary or involuntary) or the Customer commits or omits to do any matter or thing which would entitle any legal entity to present a petition for winding up or bankruptcy.

11. SHORTAGES AND ERRORS

- 11.1 The Customer shall be responsible to examine and check the Goods immediately upon receipt. Unless the Company is notified by letter despatched within 2 working days of receipt of a consignment (time being of the essence) of any alleged shortage or error the Customer shall not be entitled to reject the Goods claim damages or any other remedy and the Company shall have no liability for the same.
- 11.2 If the Company is so notified and the shortages or error is proved to the satisfaction of the Company the Company shall as soon as possible replace or make good the same or if there are circumstances beyond the Company's control rendering such replacement or making good impossible then the Company shall refund a proportionate amount of the purchase price paid or in so far as such price has not been paid give credit accordingly but in no circumstances whatsoever will the Company be further liable or in particular be responsible for any consequential loss allegedly caused by such shortage or error.

12. EXCLUSIONS AND LIMITATIONS

- 12.1 Subject as expressly provided in the Terms and Conditions and except where Goods are sold or Services performed for a person dealing as a consumer all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In the circumstances the Customer is advised to check Goods and Services before use or before either incorporating them into other goods or carrying out works of alteration or adaptation thereto.
- 12.2 The Company takes due care in furnishing all and any written documents issued by the Company but such information is subject to alteration without notice and no warranties are given as to its accuracy nor is any of it incorporated as a term of any Contract or Order save and except to the extent that any such information is specifically confirmed in writing to the Customer by the Company other than in a quotation and then only subject to recognised tolerances.
- 12.3 Neither the Companies employees nor agents are authorised to make any reference or representations as to the specification performance quality suitability or endurance of or in any other manner relating to Goods or Services and the Company shall not be liable for any such statement whether made negligently or otherwise nor for any loss of any kind resulting therefrom and the Customer acknowledges that he has not relied on any such representation.
- 12.4 The Customer shall be free at his own expense to test inspect any sample and approve the Company's Goods and Services prior to the Contract but unless the Customer shall have specifically disclosed the purpose for which he requires the Goods or Services and the Company shall have given a specific warranty in writing that the Goods and/or Services are fit for purpose. The Company gives no warranty whatsoever that the Goods and/or Services are fit for the customers purpose.
- 12.5 The Company shall not be liable for any consequential or indirect loss suffered by the Customer whether this loss arises from a breach of duty in contract or tort or otherwise and even in respect of defects for which the Company has accepted responsibility pursuant to clause 13.

13. WARRANTY

- 13.1 The Company warrants that at the time of delivery or performance Goods supplied and Services performed will be of satisfactory quality and free from defect in material and workmanship and (save in so far as the Company upon acceptance of order shall have stated otherwise) substantially in accordance with the Company's description. However, the Company shall in no circumstances whatsoever be liable for a breach of such warranty unless alleged defects or failures or non-correspondence with description or any other complaint are notified in writing by the Customer to the Company by letter despatched within three months of delivery and within three working days of discovery by the Customer of the same (time being of the essence) and immediately upon such notice being given the Customer shall return any Goods in question to the Company's premises carriage paid unless the Goods are physically incapable of being returned in which case the Customer shall give reasonable access and opportunities to the Company for inspection and:
 - 13.1.1 in respect of such complaints so notified which are found, upon examination by or on behalf of the Company, to render the Company in breach of warranty the Company shall at its discretion replace, repair or correct (in the case of Services provided) free of charge the Goods and/or Services in question or if this is impossible refund the purchase price and shall reimburse or pay for all necessary transport charges limited to the cost of transport from and/or the original consignment address of the Goods; or
 - 13.1.2 if Goods or Services complained of are not found to be defective then the Goods will be returned to the Customer at the Customer's expense and the Customer shall reimburse the Company all its expenses arising out of the making and investigation of the complaint.

14. ADVICE

Any advice and/or recommendation given orally or in writing by the Company its employees or agents whether requested by the Customer of any other party is given for guidance only and is not intended to be relied upon by the Customer. The Customer is responsible to check the validity of any advice and/or recommendation so given. The Company shall not be under any liability whatsoever in respect of any act or omission of any recipient (direct or indirect) of any such advice and/or recommendation or in respect of any loss whatsoever resulting therefrom.

15. INDEMNITY

The Customer shall at all times keep the Company indemnified against all actions, proceedings, demands and claims made or brought against the Company and costs and expenses incurred in connection therewith by any party in respect of any alleged injury loss or damage arising out of or in connection with the Goods or Services in so far as the same is caused by the act neglect or default of the Customer its employees or agents.

16. CUSTOMER'S DEFAULT

- 16.1 In the event of the Customer failing to pay any sum on its due date or committing any other breach of the Contract the Company shall (without prejudice to any of its other rights or remedies) be entitled at its absolute discretion:
 - 16.1.1 upon giving notice in writing to the Customer to terminate without any liability whatsoever on the part of the Company any Contract and/or Order from which further deliveries of Goods or performance of Services are or remain to be made and to recover from the Customer in respect of such agreement so terminated the Company's loss of profit and/or losses caused thereby; and
 - 16.1.2 to repossess any Goods delivered to the Customer and not paid for in full (and for that purpose to enter upon the property where the same are situated) and to resell the same giving credit for the resale price or salvage value (if any) against the sums due and unpaid interest; and
 - 16.1.3 in relation to any future order or balance of order to insist on payment in full on or before delivery of performance.

17. CUSTOMER'S INSOLVENCY

In the event that the Customer (either as a business or as an individual) becomes insolvent, either on a voluntary or compulsory basis or a management company is appointed for the whole or any part of the Customer's business or if execution is levied or threatened upon any of the Customer's property then the Company shall (without prejudice to all and any other rights it may have) have the same rights as those set out in clause 16 above.

18. MISCELLANEOUS

- 18.1 Every effort will be made to carry out the Contract but its due performance is subject to cancellation or variation by the Company (as the Company in its absolute discretion may determine) if the Company is unable to secure labour, goods or materials as a result of any act of God, fire, war, riots, civil commotion, strike, national emergency, legislation, regulations, accidents, breakdown of machinery, carrier's default or other cause (whether of the foregoing class or not) beyond the Company's control.
- 18.2 No waiver by the Company of any breach of contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 18.3 Any notice to be given by either party to the other shall be in writing by recorded first class post or facsimile addressed to that other party at its registered office address (in the case of an individual, the address provided by the Customer and agreed by the Company).
- 18.4 Headings contained in these Terms and Conditions are for reference purposes only and not intended to form part of these Terms and Conditions and shall not affect their interpretation.
- 18.5 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.
- 18.6 The Contract shall be governed and interpreted by English law and the parties shall submit themselves to the jurisdiction of the E