

CONDITIONS OF SALE

1. General

Unless otherwise specifically agreed in writing Widespread Solutions Ltd (WS) the following terms and conditions shall govern the sale of goods by WS to the exclusion of any other terms and conditions.

In these terms and conditions 'the seller' or 'the company' means BenchVent and 'the buyer' means the buyer of goods from the seller under these terms and conditions

2. Payment Terms

Terms of payment are but not limited to, by BACS/Credit Card/Cash or Cheque at the time of order or, if agreed in advance, strictly net 30 days and in default WS shall be entitled without notice to the buyer (even if the buyer has a contract with a third party) to terminate any outstanding order or quotation, to withhold and/or suspend supplies or to reduce the buyer's credit limit. WS shall be entitled, at their discretion, to receive payment of any and all monies in respect of goods supplied whether these monies would ordinarily be due for payment at that time or not. In addition, WS shall be entitled to charge the The buyer interest on the amount unpaid at the rate of 3% above NatWest Bank Plc base rate until payment in full is made and the buyer will indemnify WS in respect of all costs incurred by WS in recovering payment, including the cost of instructing solicitors. In the event that the buyer tenders payment by cheque and the cheque is subsequently returned by the buyer's Bankers unpaid, the The buyer will also indemnify WS in respect of all resulting bank charges incurred by WS.

3. Orders

All orders must state clearly the exact description and quantity of goods ordered by the customer. The buyer cannot cancel an order once placed and no returns will be accepted save by mutual agreement and then only on terms which will fully indemnify WS.

WS reserves the right to make any changes in any specification in relation to the Goods which are required to conform with any applicable safety or other requirements or which do not materially affect the quality or performance of the Goods. All specifications, drawings and technical documents supplied to the buyer by The Company are supplied solely for use by the buyer in connection with the Goods and all specifications, drawings and/or technical documents shall be treated by You as confidential information and shall not be disclosed to any third party without The Company's prior written consent and any and all copyrights and other intellectual property rights in such documents belong to The Company

Any advice and recommendations that we may give to the buyer are subject to the buyer having provided us with sufficient and accurate information of the buyer's requirements and whilst given by with due care and skill, should not be relied upon by the buyer, unless confirmed in writing by The Company.

4. Prices

- a) The prices stated in WS price lists are the current prices and are subject to revision without notice to the buyer. The price to be paid for the goods shall be based upon the prices in the price list current on the date upon which the goods are despatched.
- b) The prices stated in the price lists do not include VAT or delivery charges which will be added by WS where appropriate.
- c) All prices are quoted and charged in Sterling.

5. Delivery

- a) Any time or date for delivery named by WS or the buyer is an estimate only. WS shall not be liable for the consequences of any delay in delivering an order, nor shall any delay be a ground for cancellation of the order or any other contract by the buyer.
- b) The risk in goods shall pass to the buyer when the goods are delivered to the buyer, or in accordance with his instruction. Any complaint of short delivery or of damaged goods in transit must be notified to WS within 24 hours of receipt of goods and confirmed in writing at that time by the buyer to WS and any complaint of failure to deliver goods invoiced must so be notified within 10 days of the date of the invoice.
- c) The liability of the Company may extend to replacing any goods damaged or lost in transit or, at the option of the Company, to refunding the Customer with the price paid. In no event shall the liability of the Company exceed the cost of replacement or the price paid by the Customer, nor shall it include consequential loss, damage or expense, howsoever arising.
- d) Each delivery will constitute a separate contract and any failure or defect in one delivery will not vitiate the contract as to the remaining deliveries.

6. Retention of Title

Although risk in the goods supplied passes to the buyer on delivery, legal title in such goods shall not pass to the buyer until WS has received in cleared funds the full price payable for such goods and all other goods supplied by WS to the buyer for which payment is then due. Until legal title passes, the buyer shall hold the goods as WS's fiduciary agent and bailee and shall keep them properly stored, protected, insured and identified as WS's property. Until that time that the buyer is entitled to resell or use the goods in the ordinary course of its business but shall account to WS for their proceeds of sale and pending payment shall hold such proceeds on trust for WS absolutely. The buyer's right to resell or use the goods shall terminate automatically if a liquidator or (administrative) receiver or other administrator of the buyer is appointed or an order is made or a resolution passed for the winding up of the buyer. Until such time as legal title in the goods passes to the buyer WS may at any time require the buyer, its liquidator, (administrative) receiver or administrator to return the goods and/or may repossess the goods by entering upon any premises of the buyer or any third party where the goods are reasonably believed to be stored. In addition, and without prejudice to any other right or remedy available to WS, if the buyer is in breach of the payment terms or of any of its obligations under this clause, WS shall be entitled to cancel the contract, suspend further deliveries, terminate any outstanding order or quotation without incurring any liability whatsoever as a consequence of this action.

7. Warranties

- a) WS warrants that the goods are of satisfactory quality and that they comply with any description or specification supplied by WS.
- b) WS gives no warranty that the goods are suitable for any particular purpose or for use under any specific conditions, unless the buyer has given full details of the purpose and conditions and WS has expressly warranted the goods suitability in writing.
- c) Save as stated, WS accepts all liability under any warranty express or implied, statutory or otherwise.
- d) If the buyer alleges any goods fail to comply with the warranty given, it shall return the goods to WS, who, following suitable investigation and examination of the goods may replace the goods or accept the return of the goods and credit the buyer with the purchase price.
- e) Goods shall not be returned without the prior agreement of WS. No claim can be entertained after the goods or any parts thereof have been processed in any way.

8. Limitation of WS Liability

- a) Except as otherwise expressly mentioned in these Conditions, WS shall have no liability of any kind to the buyer in respect of any loss or damage (whether direct, indirect or consequential) suffered by the buyer, whether in contract, negligence or otherwise howsoever, other than for death or personal injury to the extent that it is caused by WS, their employees or agents.
- b) No forbearance or indulgence by WS whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of WS against the The buyer or be taken as waiver of any of these Conditions.

9. Force Majeure, etc

The performance of all contracts is subject to variation or cancellation by WS owing to any act of God, war, strikes, Governmental regulations or orders, national emergencies, lock outs, fire, flood, drought, tempest or any other cause (whether or not of a like nature) beyond the control of WS or owing to any inability by WS to procure materials or articles required for the performance of the contract and WS shall not be held responsible for any inability to deliver caused by any such contingency.

10. Governing Law

The Law of England shall govern the validity, construction and performance of any contract to which these Conditions apply.

11. Data Protection Act 1998

The buyer acknowledges that WS may make a search with a credit reference agency and keep a record of that search on computer or in manual records and may share that information with other businesses. WS may also make enquiries about the principle directors of the buyer organisation with a credit reference agency.

12. Instalments

Where the Customer orders goods for delivery by instalments each delivery shall constitute a separate contract. The Customer shall not be entitled to refuse to take delivery of, or refuse to pay for any instalments, on the grounds that any previous instalment was defective or otherwise not in conformity with the contract.

13. Variations in Quantity

- a) Every endeavour will be made to deliver the correct quantity of goods ordered but the Company may deliver an excess or deficiency of up to 10%, provided that where there is such excess or deficiency on delivery, the amount charged for the goods will be adjusted accordingly.
- b) Complaints by the Customer in respect of goods alleged to be defective shall not be grounds for the Customer to withhold payment of amounts due to the Company and shall not give any right of set-off against payments due from the Customer to the Company

14. Suitability

The Customer shall determine the suitability of the goods in the light of his intended use and the Company makes no warranty in relation to the suitability of the goods for a particular use. Any express or implied warranty or condition (statutory or otherwise) is excluded.

15. Storage by the Company

In the event that the Customer notifies the Company of inability to receive or store goods ordered, or should the Customer fail to give the Company adequate instructions when required by the Company to do so, the goods will be stored by the Company at the Customer's risk and expense.

16. Industrial Property Rights

No warranty by the Company is implied hereby that the goods supplied do not, nor that their use will not infringe the industrial property rights of any third party.

17. Trade Marks

In catalogues and on all promotional, advertising, display, merchandising and technical material produced by the Customer, reference shall only be made to the trademarks and trade names of BenchVent and Widespread Solutions Ltd and/or GraphicAir Systems, SolarEx, Air and Beauty in such a manner as the Company shall previously have approved. The Company shall make every effort to give such approval speedily.

18. Packaging

No goods shall be re-packaged or re-labelled, or markings on the goods altered by the Customer except with the express consent of the Company.

19. Law

The Agreement governed by these Terms shall be subject to English law and jurisdiction of English Courts and both parties agree that any proceedings under this Agreement shall be commenced to the enforcement of judgment of such courts in any jurisdiction.