

TERMS AND CONDITIONS OF SALE



1. Application of Terms and Conditions

- 1.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller.
- 1.2 These Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted by the Seller, or any such order is made or purported to be made, by the Buyer.

2. Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Business Day	Means any day other than a Saturday, Sunday or bank holiday.
Buyer	Means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.
Contract	Means the contract for the purchase and sale of the Goods which shall incorporate, and be subject to, these Terms and Conditions.
Contract Price	Means the price stated in the Contract payable for the Goods
Delivery Date	Means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller, as evidenced in the Contract
Goods	Means the goods (including any installment of the goods or any parts for them) which the Seller is to supply in accordance with the Contract
Month	Means a calendar month end.
Seller	Means Britannia Transworld Ltd, a company registered in England under 7670305 of 63 Lindsey Road, Dagenham, RM8 2RH.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 2.2.1 Writing and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 2.2.2 A statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 2.2.3 These Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
 - 2.2.4 A Schedule is a schedule to these Terms and Conditions; and
 - 2.2.5 A Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
 - 2.2.6 A Party or the Parties refer to the parties to these Terms and Conditions.
- 2.3 The Heading used in these Terms & Conditions is for convenience only and shall have no effect upon the interpretation of these Terms & Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.

3. Basis of Sale

- 3.1 The Seller’s employees or agents are not authorized to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2 No variation to these Terms and Conditions, or to the Contract, shall be binding unless agreed in writing between the authorized representatives of the Buyer and the Seller.
- 3.3 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the Goods or has accepted an order placed by the Buyer by whichever is the earlier of:
 - 3.3.1 The Seller’s written acceptance;
 - 3.3.2 Delivery of the Goods; or
 - 3.3.3 The Seller’s invoice.
- 3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of the offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

4. Orders and Specifications

- 4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorized representative.
- 4.2 The specification for the Goods shall be that set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if such variation(s) is/are accepted by the Seller). The Goods will only be supplied in the minimum units thereof stated in the Seller's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.
- 4.3 Illustrations, photographs or descriptions whether in catalogs, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.
- 4.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Buyer's specification, which does not materially affect their quality or performance.
- 4.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.

5. Price

- 5.1 The Contract Price of the Goods shall be the price listed in the Seller's published price list current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer.
- 5.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 30 days only or such lesser time as the Seller may specify.
- 5.3 The Seller reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labor, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 5.4 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are inclusive of the Seller's charges for packaging and transport.
- 5.5 The Contract Price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which is imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

6. Payment

- 6.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the Contract Price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the Contract Price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 6.2 The Buyer shall pay the Contract Price of the Goods (less any discount or credit allowed by the Seller, but without any other deduction, credit or set off) within 30 days Business Days of the date of the Seller's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the Contract Price shall be of the essence of the Contract.
- 6.3 All payments shall be made to the Seller as indicated on the form of acceptance or invoice issued by the Seller.
- 6.4 The Seller is not obliged to accept orders from any customer or buyer who has not supplied the Seller with references satisfactory to the Seller. If at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further goods will be delivered to the Buyer other than against cash payment and notwithstanding sub-Clause 6.2 of these Terms and Conditions, all amounts owing by the Buyer to the Seller shall be immediately payable in cash.
- 6.5 In the case of Goods sold for export, unless otherwise agreed, payment will be made by way of swift bank transfer.
- 6.6 Payment for all Goods shall be in Seller's currency.

7. Delivery

- 7.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance and/or the Contract as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.
- 7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.
- 7.3 Where the Goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these Terms and Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.4 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licenses, consents or authorizations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon giving written notice to the Buyer to store or arrange for

the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1, risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

- 7.5 The Buyer will be responsible for inspecting Goods upon delivery and it is a condition of the Contract that any shortage or defect in Goods at delivery are notified to the Seller in writing within 3 working days from the delivery date.

8. Inspection/Shortage

- 8.1 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on the collection as the case may be.
- 8.2 Where the Goods cannot be examined the carrier's note or such other note as appropriate shall be marked "not examined".
- 8.3 The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this Clause 9 are not complied with and, in any event, will be under no liability if a written complaint is not delivered to the Seller within 3 Business Days of delivery detailing the alleged damage or shortage.
- 8.4 In all cases where defects or shortages complain of the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Seller before any use is made thereof or any alteration or modification is made thereto by the Buyer.

9. Risk and Retention of Title

- 9.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:
- 9.1.1 in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or
- 9.1.2 In the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, the legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.
- 9.3 Until payment has been made to the Seller in accordance with these Terms and Conditions and the Contract and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.
- 9.4 The Buyer 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 Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

9.5 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if:

9.5.1 the Buyer commits or permits any material breach of his obligations under these Terms and Conditions;

10. Assignment

10.1 The Seller may assign the Contract or any part of it to any person, firm or company without the prior consent of the Buyer.

10.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

11. Defective Goods

11.1 If on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Buyer give written a notice of such defect to the Seller within 3 Business Days.

11.2 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Seller's sole discretion the Seller shall refund or credit to the Buyer the price of such defective Goods but the Seller shall have no further liability to the Buyer.

12. Buyer's Default

12.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

12.1.1 cancel the order or suspend any further deliveries to the Buyer;

12.1.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

12.1.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per annum above Nat WEST Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

12.2 This condition applies if:

12.2.1 the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

12.2.2 the Buyer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

12.2.3 an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer;

- 12.2.4 the Buyer ceases, or threatens to cease, to carry on business; or
- 12.2.5 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

13. Limitation of Liability

- 13.1 Subject to the provisions of Clauses 7, 8 and 12 the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
 - 13.1.1 any breach of these Terms and Conditions or the Contract;
 - 13.1.2 any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - 13.1.3 Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 13.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 13.3 Nothing in these Terms and Conditions excludes or limits the liability of the Seller:
 - 13.3.1 for death or personal injury caused by the Seller's negligence;
 - 13.3.2 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
 - 13.3.3 For fraud or fraudulent misrepresentation.
- 13.4 Subject to sub-Clauses 14.2 and 14.3:
 - 13.4.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and
 - 13.4.2 the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

14. Communications

- 14.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorized officer of the Party giving the notice.
- 14.2 Notices shall be deemed to have been duly given:
 - 14.2.1 when delivered, if delivered by courier or another messenger (including registered mail) during the normal business hours of the recipient; or
 - 14.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

- 14.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 14.2.4 On the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 14.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

15. Force Majeure

Neither Party shall be liable for any failure nor is a delay in performing their obligations where such failure or delay results from any causing that beyond the reasonable control of that Party. Such causes include, but are not limited to power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

16. Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision of these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

17. Severance

The Parties agree that in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

18. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

19. Law and Jurisdiction

- 19.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 19.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.