



STANDARD TERMS & CONDITIONS, JANUARY 2011

1. DEFINITIONS.

- 1.1. The "Seller" means Snopake Limited
- 1.2. The "Buyer" is the person or company buying the Goods under these terms and conditions.
- 1.3. The "Goods" means the goods which are to be sold under a contract of sale between the seller and the Buyer.
- 1.4. "Customer" means any person or company buying any of the Goods from the Buyer.

2. FORMATION OF CONTRACT

- 2.1. These conditions shall apply to all contracts between the Seller and the Buyer to the exclusion of all other terms and conditions.
- 2.2. All orders shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions. Acceptance of Goods at delivery shall be deemed conclusive evidence of acceptance of these conditions. UK customers only. Export customers refer to Clause 17.
- 2.3. No addition or variation of these conditions shall be binding on the Seller unless expressly agreed to in writing and signed by a director of the Seller on its behalf. No other agent or representative of the Seller has any authority to vary or omit these conditions.

3. PRICES

- 3.1. Prices invoiced will be those ruling at the date of despatch of the Goods.
- 3.2. Subject to Clause 3.1, all prices are subject to change without notice.

4. TERMS OF PAYMENT

- 4.1. Payment shall be made in full, without set-off or counter claim, not later than the end of the month following the month in which the invoice was issued. Payment terms in respect of Export Goods (As defined in Clause 17.1) shall be agreed in writing prior to delivery. Time for payment is of the essence.
- 4.2. In the event of non-payment of any sum due to the Seller by the due date all sums owing to the Seller by the Buyer shall become due.
- 4.3. The Seller reserves the right to charge interest on unpaid invoices and any other sums due to the Seller and outstanding at a daily rate of 5% per annum above the base rate of Barclays Bank PLC. From time to time from the date when payment becomes due until the date when payment is made and interest will accrue after as well as before any judgement. The Buyer will reimburse the Seller for all costs and expenses (including legal costs on an indemnity basis) incurred in the collection of any overdue amount.
- 4.4. Without prejudice to any other rights which the Seller may have in the event of non-payment of any sums outstanding on the due date, the Seller shall have the right to cease supplying other Goods ordered by the Buyer from the Seller whether under this contract or any other.

5. DELIVERY CHARGES

- 5.1. The following delivery charges will apply to orders:
£1-£74.99 nett order value – £20 delivery charge
£75-£149.99 nett order value – £15 delivery charge
£150 nett order value – carriage paid (no delivery charge).
- 5.2. Special delivery terms will apply to heavy Goods and Goods dispatched to addresses outside mainland Great Britain.
- 5.3. Crates, cases and pallets, etc. where charged on the invoice must be paid for otherwise property in such crates, cases and pallets remains with the Seller.
- 5.4. The Seller will pay carriage by its standard contractors on all orders over £150 nett trade value per consignment.

6. DELIVERY

- 6.1. Time and dates quoted for delivery are estimates only and the time for delivery of the Goods shall not be of the essence.
- 6.2. Where delivery is made by instalments, delay in delivering one or more instalments shall not entitle the Buyer to refuse to accept any remaining instalments.
- 6.3. The Buyer shall not refuse to accept delivery of any consignment or instalment on account of any shortage or defect in any other delivery.
- 6.4. Delivery takes place when the Goods are delivered to the ground floor entrance of the building of the Buyer's premises, unless the Buyer has given the Seller special instructions as to carriage or delivery, in which case delivery shall take place when the Goods are delivered to the order of the Buyer.
- 6.5. The Seller shall not be liable in any way for any losses, damages or expenses (whether direct, indirect, or consequential) suffered by the Buyer due to any delay or failure in delivering the Goods.
- 6.6. Save where Clause 12.1 applies and without prejudice to any other rights which the Seller may have, where the Buyer does not accept delivery of the Goods a transport and delivery charge equal to 15% of the nett order value of the nett accepted Goods shall be payable by the Buyer to the Seller.

7. DAMAGE IN TRANSIT

- 7.1. Goods damaged in transit must be reported to the Seller immediately by signing the delivery note "damaged on arrival". This must be returned to the Seller within 3 working days of delivery. Any damaged Goods must be retained (including wrappings, cartons, etc.) for inspection.
- 7.2. In the event that the delivery note was signed but not marked "damaged on arrival" the Seller cannot be held responsible for damages in transit.

8. SHORT DELIVERY/WRONG PRODUCT DELIVERED/NON-DELIVERY

- 8.1. No Claims for shortage, for damage to Goods or for delivery of wrong products shall be made unless the Seller is notified in writing quoting number of delivery note or invoice no. within three working days after the day of delivery in accordance with Clause 6 and in the absence of such notification the Buyer shall be deemed to have accepted the Goods and payment in full will become due in accordance with the terms of Clause 4.
- 8.2. No claim for non-delivery shall be made unless the Seller is notified in writing within 7 days of the date of invoice. In the absence of such notification, the Seller shall be deemed to have delivered the Goods and payment in full become due in accordance with Clause 4.

9. RETURN OF GOODS

- 9.1. Goods cannot be accepted for return without the prior consent of the Seller which will be given at the Seller's discretion. Subject to Clause 12.1 customised Goods shall not under any circumstances be accepted for return.
- 9.2. A handling charge of 20% of nett order value or a minimum of £50 will be made on all Goods returned save where Clause 12.1 applies.
- 9.3. Any Goods returned in accordance with this Clause 9, must be in pristine condition and returned in full Trade Packs. The Trade Packs must be unopened and bear no local labelling or markings of any kind and must be of saleable condition.
- 9.4. Risk in any Goods to be returned remains with the Buyer until the Goods are delivered to the Seller or until the Seller collects such Goods.
- 9.5. Return of Export Goods may only take place with the prior agreement of and by arrangement with the Seller.

10. CANCELLATIONS AND TERMINATION

- 10.1. Orders of Goods may be cancelled or deferred on 7 working days' notice prior to the delivery date in respect of those Goods. The Seller reserves the right to charge for cost incurred as a result of such cancellation.
- 10.2. In the case of orders for customised Goods, the Buyer may cancel the order but shall pay to the Seller all costs incurred by the Seller in respect of those Goods.
- 10.3. Without prejudice to any obligation of the Buyer under Clause 16.5 should any of the events in Clause 16.5.1, 16.5.2 and 16.5.3 occur the Seller may without prejudice to any of its rights arising out of this contract terminate the contract forthwith.

11. INABILITY TO SUPPLY

- 11.1. Without prejudice to any other condition hereof should the manufacture or supply or despatch of the whole or any part of the Goods be interrupted, prevented or hindered by any cause or causes whatsoever beyond the Seller's control, the Seller shall be entitled to postpone or suspend any delivery of deliveries until (in the Seller's reasonable judgement) any such cause has ceased to operate. The Seller shall be under no liability whatsoever in respect of such postponement or suspension.
- 11.2. If delivery is delayed for more than three months, the Seller has the option of cancelling the contract and refunding any payment made by the Buyer.

- 11.3 Without prejudice to the generality of the foregoing, the causes referred to in Sub-Clause 11.1 shall include war, fire, accident, breakdown of plant or machinery, industrial action, dispute (including strikes and lockouts), unavailability of and restrictions on supplies, non-delivery or delay in delivery of any materials or other circumstances (of whatsoever nature and not limited to the foregoing) which directly or indirectly interrupt or hinder the due performance of the contract.

12. QUALITY OF GOODS

- 12.1 Subject to the provisions of Clauses 7 and 8, if the Buyer proves to the Seller's reasonable satisfaction that the Goods are not in accordance with the order or are defective by reason of faulty material or workmanship which is due to the act or omission of the Seller. The Seller, at its option, may either repair or replace the Goods or the defective part thereof or issue a credit note. These provisions do not apply to any defect due to normal wear and tear.
- 12.2 Save as expressly provided, all warranties and conditions relating to quality, fitness for purpose or compliance with description (whether implied by statute or otherwise) are hereby excluded to the extent permitted by law provided that (save as provided in Clause 17 below) nothing in these conditions shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller and FURTHER PROVIDED THAT this Clause shall not deprive a Buyer who is dealing as a consumer pursuant to section 12 of the Unfair Contract Terms Act 1977 of his or her statutory rights.
- 12.3 Subject to Clause 12.2 the Seller's liability to the Buyer shall not in any event exceed the invoice price of the Goods and the Seller shall not be liable for any indirect or consequential loss suffered.

13. PRODUCT CHANGES

- 13.1 The Seller may alter specifications and the product range and substitute items and change the price list without prior notice.
- 13.2 Drawings, specifications, product finishes and colour shades in Seller's literature and advertisements are approximate only and do not constitute a trade description.

14. VALUE ADDED TAX

- 14.1 All prices are quoted exclusive of value added tax which will be charged at the rate in force at the time of despatch of the Goods.

15. TRADE PURCHASE MULTIPLE

- 15.1 All purchases must be in multiples of the minimum trade purchase multiple as shown in the price list. These multiples are subject to change at any time and will be notified separately to customers if outside the normal price list timeframes.

16. RETENTION OF TITLE

- 16.1 Risk in the Goods shall pass to the Buyer on Delivery and the Buyer shall insure goods with a reputable insurance company against all risks for their full value from that time
- 16.2 Notwithstanding the provisions of Clause 16.1, property and ownership in the Goods shall not pass from the seller until
- 16.2.1 the Buyer shall have paid the seller for the goods; and
- 16.2.2 no other sums are then outstanding from the Buyer to the seller on any account whatever whether or not such sums have become due for payment.
- 16.3 Until property in the Goods passes to the Buyer, the Buyer shall:
- 16.3.1 Be bailee of the Goods;
- 16.3.2 Store the Goods separately from those of any other person and ensure they are readily identifiable as the property of the Seller.
- In the event that the goods are stored on the premises of any third party (save where such third party has received the Goods by virtue of Clause 16.4), the Buyer shall ensure that the third party complies with the provisions of this Sub-Clause
- 16.4 Notwithstanding the provisions of this Clause, the Buyer may as principal in the ordinary course of its business sell the Goods for market value or use the Goods in the ordinary course of its business.
- 16.5 At any time prior to property in the Goods passing to the Buyer, in the event of :-
- 16.5.1 the Buyer's insolvency;
- 16.5.2 the Buyer's failure to pay any amount due to the Seller; or
- 16.5.3 Goods in its possession or under its control at the Seller's disposal and the Seller's representatives shall have (without prejudice to any of the Seller's other rights and remedies) the right to enter the Buyer's premises retake possession of such goods. In such event, the Buyer shall procure that the Seller has access to the premises of any third parties where Goods in which property has not yet passed to the Buyer are stored.
- 16.6 Should any event listed in Clause 16.5 occur, the Buyer's right to sell and to use the Goods shall immediately cease.
- 16.7 The Buyer shall not charge, mortgage, create a lien upon the Goods or permit the creation thereof or adding its rights in respect of the Goods.
- 16.8 Each Clause and Sub-Clause of this Clause is separate, severable and distinct.

17. EXPORT CONTRACT

- 17.1 Unit prices for goods sold for export from the United Kingdom ("Export Goods") shall be ex-works and shall include the cost of standard packaging used on the Export Goods. Should special packaging be requested or required, an additional cost will be charged.
- 17.2 Export Goods may be shipped FOB, C&F or CIF, or such other Terms as may be agreed between the Buyer and Seller, the transport charges from Ex. Works to point of delivery to be at the cost of the Buyer.
- 17.3 The Seller is under no obligation to accept any order for Export Goods where the net invoice price is less than US\$1000/€735 in respect of general office products. The Seller may in its discretion accept smaller orders but reserves the right to levy an additional handling charge.
- 17.4 All payments must be made in sterling unless otherwise agreed in writing by the Seller.
- 17.5 Save as expressly provided in Clause 12.1, all warranties and conditions relating to quantity, quality, merchantability unless for purpose or compliance with the description of the Export Goods (whether implied by statute or otherwise) are hereby excluded to the extent permitted by law.

18. REBATES AND DISCOUNTS

- 18.1 All rebates and discounts must be claimed within 6 months of the end of the period to which they relate. Payment of any amount not claimed within this time will be at the absolute discretion of the Seller.
- 18.2 Amounts not claimed within 9 months after the period to which they relate will be in full and final settlement of all amounts due under the contract.
- 18.3 Any discrepancies relating to Buyer's invoices, which have been paid, will only be accepted if such discrepancies are notified to the Seller within 30 days from the date of invoice.
- 18.4 The Buyer shall not be entitled to exercise any right of set off against payment due to the Seller.

19. PROOF OF DELIVERY

- 19.1 A proof of delivery must be requested no later than 30 days after the date of the invoice.
- 19.2 A proven delivery will attract a proof of delivery charge of £15 per invoice, if a delivery is not proven then no charge will be made.

20. MISCELLANEOUS

- 20.1 The contract shall be governed by and construed in accordance with English law and the parties hereto submit to the non-exclusive jurisdiction of the English courts.
- 20.2 The Seller may enter into sub-contracts for the manufacture or supply of the whole or any part of the Goods.
- 20.3 Waiver by the Seller of any of its rights hereunder or the giving of time to the Buyer not affect the Seller's rights arising on any subsequent or other breach by the Buyer.
- 20.4 Any notice sent by the Seller will be deemed to have been served provided it is sent by pre-paid post to the Buyer's last known business address. Notices sent by post shall be deemed to be served 2 working days after the date of posting.
- 20.5 Any provision here of which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect the other provisions hereof.
- 20.6 The Seller is registered under the Data Protection Act and processes all relevant information under the guidelines and recommendations of the Act. The Seller reserves the right to consult whomsoever it considers appropriate for the purpose of Trade References and will record information in respect of such opinions for the continuing assessment of credit risk. The information will only be stored for the purpose of assessing credit worthiness.

21. TRADE MARKS

"Snopake", "Swordfish" and "Platignum" are registered Trade Marks of the Snopake Group.

I hereby accept the above terms and conditions.

Signed by..... Position..... Date.....