



Conditions of Sale

In these conditions all references to “the Company” shall be construed as meaning either Package Control (UK) Limited and the expression “the Customer” shall be construed as meaning the party with whom the Company is contracted for the sale of goods.

1. Applicability

Unless otherwise expressly agreed by the Company in writing, these Conditions shall apply to all contracts for the sale of goods entered into by the Company with the Customer. Any attempt by the Customer to vary these Conditions or to substitute alternative conditions whether in writing or otherwise shall be of no effect.

2. Orders

(1) Any orders received by the Company in pursuance of a quotation or otherwise and whether made orally or in writing shall be deemed to be an offer to contract and no binding and valid contract shall be effected unless and until the Company accepts the Customer’s offer.

(2) Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer’s own risk and, accordingly, the Company shall not be liable for any such advice or recommendation which is not so confirmed.

(3) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

(4) If the goods are to be manufactured or any process is to be applied to the goods by the Company in accordance with a request submitted or given by the Customer the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design or trademark or other industrial or intellectual property rights which directly or indirectly arises from the Customer’s said request.

3. Prices

(1) Save where expressly stated all prices stated are exclusive of Value Added Tax.

(2) Where a price has been quoted by the Company to the Customer that shall be the price payable but otherwise the price charged shall be the price ruling at the date of despatch of the goods.

4. Payment

(1) The Customer shall pay for the goods on collection or delivery except where the Customer has previously been granted credit facilities by the Company in writing. The Customer shall pay the amount due under the contract to the Company not later than 30 days from the date of the invoice from the Company (“the due date”). If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to: We reserve the right to alter specification without prior notice. 73

(1.1) suspend any further deliveries to the Customer; or

(1.2) charge the Customer interest both before and after judgement on the amount unpaid at the rate of 4% per annum above Lloyds Bank PLC’s base rate from time to time until payment is made in full, a part of a month being treated as a full month for the purposes of calculating interest.



5. Dates and Times Any dates quoted for delivery and availability of goods are estimated only and shall not form part of the contract unless expressly stated. Unless otherwise agreed in writing time shall not be of the essence.

6. Force Majeure The Company shall be under no liability if it is unable to carry out any order (including delays in delivery and the postponement or cancellation of any arrangements) for any reason beyond its control including, without prejudice to the generality of the foregoing, illness or incapacity, Act of God, fire, inclement or exceptional weather conditions, official or un-official industrial action, hostilities, shortage of labour, materials, power or other supplies, mechanical breakdown, governmental order or intervention or any other cause whatsoever beyond the Company's control or of an unexpected nature.

7. Title to Goods

(1) Ownership of and property in any goods supplied by the Company shall not pass to the Customer until payment in full (in cleared funds) for all goods due from the Customer has been received by the Company. Risk shall however pass to the Customer immediately on delivery or collection (as applicable).

(2) Until such time as the property in the goods passes to the Customer, the Customer shall hold the goods as the Company's fiduciary agent and bailee and shall keep the goods separate from those of the Customer and any third parties and properly stored, protected and insured and identified as the Company's property. If the Customer incorporates the goods into any other products (by the addition of its goods or those of any third party) or the goods are attached to any other items of property or modified in any way before the property in the same has passed to the Customer the property in any such amalgamated product or in any such addition or modification ("Modified Goods") shall be and remain with the Company until the property in the goods have passed and all of the Company's rights under these conditions in relation to the goods shall extend to any amalgamated product and/or to the additions or modifications. Until such time as the property in the goods passes to the Customer and whether or not the goods have been attached to any other product or items, modified or added to the seller shall be entitled at any time to require the Customer to deliver up the goods or the Modified Goods to the Company and if the Customer fails to do so forthwith, the Company shall have the right to enter upon any premises of the Customer or any third party where the Goods or Modified Goods are stored and to repossess the Goods and/or hold the Modified Goods as security until the outstanding monies are paid.

8. Warranty

(1) Subject to the conditions set out below the Company warrants that the goods will be free from defects in workmanship and materials at the time of delivery.

(2) The above warranty is given by the Company subject to the following conditions: We reserve the right to alter specification without prior notice. 74

(2.1) the Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or request submitted by the Customer;

(2.2) the Company shall be under no liability in respect of any defect arising from any fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions or from alterations or repair of the goods without the Company's approval;

(2.3) the Company shall be under no liability under the above warranty or any other warranty, condition or guarantee if the total price paid for the goods has not been paid by the due date for payment;

(2.4) the above warranty does not extend to parts, materials or equipment not manufactured by the Company.

(3) Subject as provided in these conditions and except where the goods are re-sold under a consumer sale as defined by the Sale of Goods Act 1979 (as revised or amended from time to time) all warranties, conditions or



other terms implied by statute or common-law are excluded to the fullest extent permitted by law.
(4) Any liability for breach of the warranty referred to in condition 8 (1) above shall be limited to a refund of the price paid for the goods, or to the replacement of the goods at the Company's option.

9. Liability

- (1) The liability of the Company in any case (save in the case of death or personal injury caused by the negligence of the Company) shall be limited to the value of the goods shown on the Company's invoice.
- (2) The Company shall have no liability whatsoever for loss or damage caused as a result of the Customer failing observe or follow the instructions, advice and warnings for the use of goods issued by the Company or the manufacturer or supplier of the goods.
- (3) The Company shall have no liability whatsoever for consequential or indirect loss.

10. Return of Goods

- (1) All claims in respect of damage to goods or shortages must be made by the Customer to the Company within three (in respect of shortages) and ten (in respect of damaged or defective goods) working days of delivery or collection whereupon the Company shall use it's reasonable endeavours to meet any valid claim as soon as reasonably practicable.
- (2) The Company will not accept the return of any goods other than in accordance with sub-clause (1) above except where the Customer obtains the prior consent of the Company to the making of such return and where such goods are returned within one month of their supply by the Company and returned in good condition. In such cases the Company may (but shall not be obliged to) accept returns and where accepted shall credit the Customer with 85% of the invoice price for such goods.

11. Applicable Law All contracts to which these Conditions apply shall in all respects be governed by and construed in accordance with English Law..

