

STANDARD CONDITIONS OF TRADE UNDER WHICH ALL TRANSACTIONS FOR THE SUPPLY OF GOODS ARE CONDUCTED BY FAUCETS LTD (“THE COMPANY”)

1. ACCEPTANCE and LIMITS OF CONTRACT:

- (a) No quotation made by the Company shall constitute an offer by the Company.
- (b) No order will be accepted except upon the Company's acknowledgement of order form which incorporates these conditions. Any terms and conditions proffered by the customer are hereby excluded. Any order placed by a customer whether in writing, verbally, by telex or fax shall be deemed to constitute an offer by the customer to enter into a contract upon these Conditions of Trade which shall be deemed to have been accepted by the Company when the Company despatches an acknowledgement of order form. The customer shall not transfer his rights to any third party.
- (c) No order will be accepted verbally, whether by telephone or otherwise, unless accompanied by the customer's official order number. Orders which are confirmatory of verbal or telephoned orders but which are not so described will, if processed, be subject to a 25% restocking charge.
- (d) The Company reserves the right to vary the price of the goods by any amount attributable to any variation in the cost of materials, labour, transport, duties, taxes, exchange rates or any other costs of whatsoever nature between the date of the contract and the date of delivery or completion of payment.

2. DESPATCH:

The Company will use its best endeavours to despatch or complete by the estimated dates set out in the Company's acknowledgement of order form but time is not of the essence of the contract and the Company shall not incur any liability whatsoever for failure to despatch or complete by such date.

3. CARRIAGE:

A charge will be made for packing and carriage on all orders of less than £500 except for deliveries within a 60 miles radius of the Company's premises.

4. PAYMENT TERMS:

Invoices must be settled by the end of the month following that in which the invoice is dated. The Company reserves the right to charge interest on overdue accounts at 3% above Lloyds Bank PLC minimum base lending rate current at the time. The Company reserves the right to suspend further deliveries until all arrears and interest have been paid.

5. DAMAGE and LOSS IN TRANSIT:

Damage to goods incurred or arising during transit must be notified by the customer to the Company within three days of receipt. Non delivery must similarly be notified within 14 days from the despatch date shown on the Company's advice note(s). The customer shall be liable for any loss or damage consequent upon failure to notify as stipulated in this condition. Goods damaged during transit must be kept together with the packing for inspection by or on behalf of the Company.

6. CANCELLATION:

The Company shall have the right to refuse to accept cancellation of an order by the Buyer, but in the event of acceptance shall be entitled to charge for all work carried out or expenses incurred in relation to the order before such acceptance. No cancellation will be accepted unless it is in writing.

7. PROPERTY and RISK:

- (a) Until the price for the goods has been paid in full to the Company the customer shall remain a bailee only and the ownership of the goods shall remain with the Company. The customer has the right to sell the goods to a bona fide purchaser within the framework of the normal carrying on of his business and to deliver them on condition that - if the Company so requires - the customer as long as he has not fully discharged his debts to the Company shall pay to the Company any monies emanating from that transaction.
- (b) Where the goods are paid for the customer shall have a fiduciary duty to the Company to account for the proceeds to the Company but may retain an excess of such proceeds over the amount due to the Company.
- (c) The customer shall keep all goods belonging to the Company insured and risk will pass on delivery notwithstanding that the property remains with the Company until the goods are paid for in full.
- (d) The company may at any time revoke the customer's power of sale by notice to the customer if the customer is in default for longer than 7 days in the payment of any sum whatsoever due to the Company (whether in respect of the goods or any goods supplied at any time by the Company to the customer or for any reason whatsoever) or if the Company has bona fide doubts as to the solvency of the customer.
- (e) The customer's power of sale shall automatically cease if a receiver is appointed over the assets or the undertaking of the customer or a Winding Up Order is made against the customer or the customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of or makes arrangements or composition with creditors or commits any act of bankruptcy.
- (f) Upon the determination of the customer's power of sale under (d) or (e) above the customer shall place the goods at the disposal of the company who shall be entitled to enter upon any premises of the customer for the purpose of removing the goods and to remove such goods from the premises (including severance from the realty where necessary).

8. UNDERTAKING and WARRANTY:

- (a) Save in the case hereinafter set out in sub-paragraph (b) the Company undertakes that if within a period of 12 months any part of the goods becomes defective (other than through fair wear and tear) and notice in writing or by telex thereof is received by the Company within 14 days of such discovery and if between the date of delivery and the receipt by the Company of such notice the goods have at all times been used with reasonable care and by competent persons and nobody has attempted to repair or alter or otherwise interfere with the goods (without the consent of the Company) the Company will send a replacement for the defective part. All labour, transport and packing costs incurred in sending and installing such replacement shall be paid by the customer.
- (b) The above warranty and undertaking are not given and are specifically excluded where the goods are new and a manufacturer's guarantee is available whether taken up by the customer or not.
- (c) The customer is responsible for ensuring that the capacity and performance of any goods purchased by him from the Company are sufficient for the customer's purposes.

9. LIMITATION OF LIABILITY:

Save as set out in paragraph 7 above:-

- (a) The Company shall not be liable in any way whatsoever from any failure to comply with the terms of this contract which is due to circumstances out of the Company's control.
 - (b) The Company shall not be liable in any circumstances for loss of profits, interest paid or payable by the customer, loss of orders, consequential loss, loss of profits or loss or expense consequent upon disruption of business.
 - (c) The Company shall not be liable for any damage to anything arising from the goods or any defects in them or use made of them and the customer shall indemnify the Company against any claim in respect thereof.
 - (d) All conditions representations warranties or undertakings in connection with the goods whether implied by statute, common law, custom or for any reason whatsoever and whether as to quality, condition, fitness for use or otherwise whatsoever are hereby excluded.
 - (e) The sale or supply of goods is strictly on the terms that the customer has had every opportunity to examine the goods and has satisfied himself as to their condition and suitability and the customer acknowledges that all specifications and details in catalogues quotations acknowledgements or order or similar documents or by word of mouth and all dates of manufacture and specific forecasts of performance howsoever given are approximate only and do not form part of the contract between the customer and the Company.
10. Customers are advised to read the instructions supplied with all goods and to follow those instructions closely.

11. LEGAL CONSTRUCTION:

These conditions and any contract in which these conditions are incorporated shall be governed by and construed in accordance with English law and the customer agrees to submit to the jurisdiction of the English Courts.

12. We reserve the right to make delivery in instalments and tender a separate invoice in respect of each instalment. Our failure to deliver any one or more instalments or any claim by You of any one or more instalments shall not entitle You to treat the contract as a whole as repudiated.