

Standard Terms and Conditions of Sales

June 2014



1. DEFINITIONS

In these conditions the following words have the following meanings:

- 1.1 The Company: Senango Limited, whose registered office is at 1 Station Road, Halstead, Essex CO9 4DB UK (Company no. 5140581).
- 1.2 The Purchaser: the person, firm or company to who purchases the Goods from the Company.
- 1.3 Contract: the contract between the Company and the Purchaser for the sale and purchase of the Goods, incorporating these Conditions.
- 1.4 Goods: any of the Company's products agreed in the Contract to be supplied to the Purchaser by the Company.

2. EXISTENCE OF CONTRACT

- 2.1 All contracts of sale made by the Company shall be deemed to incorporate these Terms and Conditions which shall prevail over any other document or communication from the Purchaser. If any amendments to these Terms and Conditions are required they are to be confirmed in writing.
- 2.2 Any written quotation or estimate provided by the Company shall constitute an invitation to treat and no binding contract shall be created by the placing of an order by the Purchaser unless and until the Company has sent an Order Acknowledgement to the Purchaser.
- 2.3 All orders for Goods shall be deemed to be an offer by the Purchaser to purchase the Goods pursuant to these Terms and Conditions. Acceptance or delivery of the Goods shall be deemed conclusive evidence of the Purchaser's acceptance of these Terms and Conditions.
- 2.4 No particulars contained in any advertising matter, catalogues or other publications, supplied by the Company, nor any verbal representation by any employee or agent of the Company shall be part of the Contract nor shall they be treated as constituting any representation on the part of the Company.

3. PRICE

- 3.1 The Price shall be that on the Company's current list price, or the price contained in the Company's quotation.
- 3.2 The Company shall be entitled to invoice the Purchaser for the price of the Goods in pounds sterling or in any other nominated currency at its sole discretion.
- 3.3 Where the Goods are delivered by instalments in stages the Company may invoice each instalment or stage separately and the Purchaser shall pay such invoice in accordance with these Terms and Conditions.

4. PAYMENT

- 4.1 In the case of non credit sales payment must be made in full in cleared funds before despatch of any Goods.
- 4.2 In the case of credit sales, payment is due 30 days from date of invoice, unless payment terms are previously agreed with the Company following acceptance of a credit application.
- 4.3 The Company shall be entitled to interest on any part of the Contract price not paid by its due date from that date until payment at the rate of 4 per cent above Base Rate of a UK Clearing Bank or its equivalent prevailing for the time being until payment in full.
- 4.4 Subject to any special Conditions of Sale agreed in writing between the Purchaser and the Company, the Company will invoice the Purchaser for the price of the Goods at the time of despatch of the Goods.

- 4.5 Prompt payment shall be a condition precedent to any future deliveries of Goods to the Purchaser under the Contract.

5. DELIVERY

- 5.1 Delivery of the Goods shall be made by the Company delivering the Goods to an address nominated by the Purchaser.
- 5.2 Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Company shall not be liable for any losses, costs, damages or expenses incurred by the Purchaser or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.
- 5.3 If the Purchaser fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time placing an order then, without limiting any other right or remedy available to the Company, the Company may store the Goods until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage, interest and redelivery.
- 5.4 The Company reserves the right to deliver the Goods by instalments in any sequence. Where the Goods are delivered by instalments, the Contract shall become severable and each instalment shall be deemed to be the subject of a separate Contract. No default or failure by the Company in respect of any one or more instalments shall entitle the Purchaser to treat the Contract as repudiated or to damages.

6. AMENDMENTS AND CANCELLATION

- 6.1 No alterations or modifications to these Terms and Conditions shall be binding on the Company unless expressly accepted or varied in writing by an officer of the Company.
- 6.2 The Company may cancel this Contract at any time before the Goods are delivered by giving written notice and without any reason given. On such notice the Company shall promptly repay to the Purchaser any sums paid in respect of the price for the Goods. The Company shall not be liable for any loss or damage whatever arising from such cancellation.
- 6.3 If this contract is cancelled by the Purchaser, the Purchaser shall indemnify the Company in full against all loss, costs, damages, charges and expenses incurred by the Company as a result of cancellation.
- 6.4 The Purchaser will be liable for the cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Company, been caused by the Goods being inadequately packaged by the Purchaser or through the Purchaser's fault.
- 6.5 The Company reserves the right to make a handling and restocking charge on Goods which are returned if they were ordered in error.
- 6.6 The Company does not operate a sale or return policy.

7. RISK

The risk in the Goods shall remain with the Company until delivery by the Company or collection of the Goods by the Purchaser, whichever is the earlier, at which time the risk in the Goods shall be transferred to the Purchaser.

8. RETENTION OF TITLE

- 8.1 Until the purchase price of the Goods comprised in this Contract shall have been paid or satisfied in full, the goods comprised in the Contract shall remain the property of the Company

(notwithstanding the delivery of the same and the passing of the risk therein) and the Company may at any time recover and re-sell the Goods (if in the Purchaser's possession) subject to clauses 7.3 and 7.4.

- 8.2 Until such payment is made the Purchaser shall possess all the Goods the property in which is vested in the Company by virtue of this Clause on a fiduciary basis or as bailee and if the Company so requires the Purchaser shall store such Goods and materials at no cost to the Company so that they are clearly identified as belonging to the Company if any payment is overdue the Company may (without prejudice to any other of its rights and remedies) recover and re-sell any or all of the Goods and may enter upon the Purchaser's premises for that purpose.
- 8.3 If the Goods are incapable of return to the Company or are damaged, defective and not in their unopened packaging then the Company has the right to exercise a lien over other assets of the Purchaser until full payment of the Goods and any associated recovery costs are paid by the Purchaser.
- 8.4 If the Goods have been passed by the Purchaser to a third party, the Company will exercise the right to enter the Premises of a third party to recover the Goods whether or not there are assets of the Purchaser to cover the cost of the Goods and associated recovery costs.

9. REDISTRIBUTION

- 9.1 Where the Goods have been received in good condition by the Purchaser, the Company will not accept responsibility for any damage to Goods during onward transit. It is the responsibility of the Purchaser to ensure that Goods which are resold or otherwise redistributed are suitably transported.
- 9.2 The Purchaser may not repackage the product, remove or replace the original packaging and labels under any circumstances.

10. WARRANTIES

- 10.1 Subject to the following provisions, the Company warrants that the Goods will correspond with Statutory Requirements of the Country of origin as to manufacture at the time of delivery. All other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, Common Law or otherwise are excluded and the Purchaser is satisfied as to the suitability of the Goods for the Purchaser's purpose.
- 10.2 The Goods supplied by the Company shall be in accordance with the specification supplied by the Company (if any) in all material respects and shall be of satisfactory quality but are not tested or sold as fit for any particular purpose.
- 10.3 The Purchaser shall inspect the Goods upon delivery and shall within three days thereof notify the Company of any alleged defect, damage or failure to comply with the specifications.
- 10.4 The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

11. LIABILITIES

- 11.1 Except in respect of death or personal injury caused by the Company's negligence, or liability for defective products the Company shall not be liable to the Purchaser by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever
- 11.2 Without prejudice to the other provisions of this Clause 8, the Company's liability, whether in respect of one claim or the aggregate of various claims, shall not exceed the Contract price of the Goods.
- 11.3 The price of the Goods is based on the assumption that the liability of the Company and the Purchaser are as set out herein.

The Purchaser is advised to insure against any risk not accepted by the Company.

12. INDEMNITY

- 12.1 The Company shall not be liable for, and the Purchaser shall indemnify the Company against any claim or loss to any person or property directly or indirectly occasioned by or arising from the sale of the Goods.
- 12.2 Without limiting any duty of the Purchaser at common law, the Company may require the Purchaser to take such steps as the Company may reasonably require mitigating or reducing any such loss, damages, costs or expenses for which the Company is liable to indemnify the Purchaser under this clause.
- 12.3 Except as may be implied by law where the Purchaser is dealing as a consumer, in the event of any breach of these Conditions by the Company the remedies of the Purchaser shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Company shall under no circumstances be liable for any indirect, incidental or consequential damage.

13. FORCE MAJEURE

The Company shall not be liable for failure to deliver or delay in the delivery of the Goods for any reason whatsoever outside the reasonable control of the Company, (including, without limitation, strikes, riots, lock-outs or other industrial action, war, government requisitions of any kind, suspension or loss of means of transport, non-availability to the Company of supplies, legislation or regulations of any kind or Act of God). Any such failure or delay shall not affect the obligation of the Purchaser to pay for the Goods already delivered.

14. NOTICES

A notice required to be given by either party to the other under these Terms and Conditions of Sale shall be in Writing addressed to that other party at its registered office or principal place of business or residential address.

15. WAIVER

Failure by the Company at any time to enforce any of these Conditions shall not be construed as a waiver by the Company of such Conditions or any other Conditions and the Company shall be entitled to enforce any such breach at any time. Waiver of one or more of these Conditions by the Company shall in no way affect the validity and/or enforceability of any other Condition herein.

16. SEVERANCE

Any provision or term of these Conditions which is or may be void or unenforceable shall to the extent of such invalidity be deemed severable and shall not affect any other provision or term hereof.

17. ASSIGNMENT

The Purchaser may not assign, sub-contract or in any way dispose of its rights or obligations under the Contract without the prior written consent of the Company.

18. PRIVITY OF CONTRACT

This Contract is intended and agreed to be for the benefit solely of the parties hereto and their lawful successors and permitted assigns and is not intended to create any right enforceable by any other person.

19. LAW AND JURISDICTION

The Contract shall be governed and interpreted according to the laws of England and shall be subject to the jurisdiction of the English courts.