

TERMS & CONDITIONS OF SALE – 95% LTD

(a) Preamble

Unless otherwise expressly agreed in writing by 95% Limited ("the Company") all quotations given or orders accepted by the Company are subject to the following Terms and Conditions which alone apply to any contract of sale and to the exclusion of any terms, conditions, amendments etc. proposed by the purchaser or otherwise purported by him to apply to the transaction. The despatch or transmission of an order or of a request to supply goods by or on behalf of the purchaser to or on the Company shall indicate the purchaser's irrevocable acceptance of these Terms and Conditions.

(b) Quotations and Prices

1. Orders are accepted on the understanding that prices charged, subject if appropriate to Value Added Tax, will be those ruling on the date of despatch adjusted by the discount structure at that time applying to the purchaser unless a specific agreement to the contrary is in force with that purchaser.

2. Verbal orders will require written confirmation by the purchaser prior to despatch of the goods

(c) Payment

1. The Company reserves the right, in the event that there is no current credit account with the purchaser and where cash in respect of an order has not been received, to issue a pro-forma invoice and to despatch goods only upon payment.

2. Where an ongoing credit account between the Company and the purchaser exists or existed at the time when the goods were despatched, then payment is due on the thirtieth day following the date of invoice.

3. Without prejudice to any other rights as provided for herein, overdue amounts shall be liable to interest at 3% per month.

4. Title shall pass to the purchaser only when payment of the full invoice price plus any interest arising under clause 3 above has been made. Until such time the purchaser shall be responsible to the Company for the safety and condition of the goods. In the event of non-payment by the due date or the purchasers having a Receiver appointed over his assets, income or part thereof or having a liquidation order made against him, the Company shall be entitled to re-possess or trace the goods or any proceeds of their sale in the hands of the purchaser or of the Liquidator or receiver and to also be entitled at any time to enter into any of the purchaser's premises or any premises used by the purchaser or under his control or any other place for the sole purpose of repossessing the goods or tracing their proceeds of sale. Any items under the control of the purchaser or of the liquidator or receiver of the same description, part number or specification as items for which payment has not been received shall be deemed to be such items for the purpose of this clause.

5. If the purchaser sells, hires, lends or otherwise disposes of the goods to a third party prior to the payment in full of all monies owing to the Company the purchaser shall hold any monies received from the third party in respect of those goods in trust and for the benefit of the Company and account to the Company therefor and the Company shall have the benefit of any claim against the third party.

(d) Delivery

1. Save as may be otherwise agreed the goods shall be delivered to the purchaser's main place of business in the UK.

2. If the purchaser fails for whatsoever reason other than damage, to accept delivery of the goods The Company shall be entitled to invoice the goods and to require payment therefor in the usual way and the risk in such goods shall henceforward be born, by the purchaser, who shall be responsible for any storage provided for the goods by the Company.

3. In the event that any sum of money due to the Company remains outstanding for whatever reason, the Company shall be entitled to refuse to deliver any further goods to the purchaser until all outstanding sums are paid in full.

4. Freight, by the Company's normal carrier(s) and packing to the Company's usual form is paid by the Company on all orders in excess of the minimum value ruling at order date. For orders of less than this an additional charge is payable. Where goods are to be exported or where special packing arrangements are required, delivery and packing charges, subject to a separate quotation, will be levied.

5. Orders that require special delivery. e.g. Next Day, Datapost etc. will be subject to a minimum express charge ruling at the day plus any extra costs incurred by the Company over and above normal delivery costs.

6. Any quotation as to time of delivery, whether given orally or contained in any of the Company's publications or howsoever, is an estimate and shall not be a term of the contract and time shall not be deemed to be of the essence of the contract and the Company shall not be liable for the consequences of delay howsoever arising.

7. The Company shall not be liable for the consequences of non-delivery of any goods owing to reasons outside its control or owing to the inability or refusal of one or any of their suppliers to deliver any product to the Company.

8. If an order cannot be met from stock it will be fulfilled as soon as possible thereafter and if the whole of the order cannot be met from stock that part available will be despatched and the balance delivered immediately it becomes available unless the purchaser has given and the Company has accepted in writing a standing instruction to the contrary.

(e) Descriptive Matter

1. Photographs, drawings and other descriptive material are for the purpose of description only and shall not form a part of the contract.

2. While the Company will at all times endeavor to notify customers of any changes to the product range or pricing they nevertheless shall be entitled, without prior notification, to alter any of the dimensions and/or specifications of, or to modify or discontinue any of their products or to revise any or all of their prices.

(f) Deficiencies and Returns

1. Any shortage, deficiency or damage must be notified to the Company within three working days of receipt of the delivery. Non-arrival of any complete consignment must be notified to the Company within ten working days of receipt of the invoice.

2. Return of any goods is permitted only with the prior express consent of the Company; if such consent is given goods must be returned to the Company, carriage paid and in an unused condition within fourteen days of such consent. The goods shall remain at the risk of the purchaser until actual redelivery to the Company's premises. When goods are returned the Company reserves the right to levy a handling charge, which will apply at a higher rate in the event of goods or packaging being returned opened or damaged.

(g) Warranty and General Liability

1. The Company's goods are warranted against defective materials and workmanship, and the Company undertakes to make good or replace if failure results from either of these factors within, unless otherwise specifically provided and agreed, one year of delivery to the purchaser. Goods subject to a claim under this clause must be returned to the Company at the purchaser's expense and risk as soon as possible after the defect becomes apparent and be accompanied by an advice note and an explanation of the claimed fault. The Company shall be under no liability hereunder unless and until all sums owing to the Company by the purchaser have been paid in full.

2. This warranty does not extend to any goods that have been, in the opinion of the Company, subject to misuse, neglect, accident or improper application.

3. Save as herein provided the Company gives no warranty and no condition or warranty shall be implied whether under the Sale of Goods Act 1893 or any statutory modification thereof or at all as to the fitness of goods for any particular purpose or as to their quality or otherwise.

4. Save as herein provided the Company shall be under no liability, howsoever arising, in contract, tort or otherwise for any damage, loss or injury, direct, incidental or consequential, to the purchaser or to others, arising from or caused by any defect or alleged defect in any goods delivered or any misuse or misapplication thereof and in any event no failure on the part of the Company, its employees, directors or agents shall give rise to any liability for any loss or damage or any consequential loss or damage howsoever arising.

(h) Cancellation and Variation of Orders

Orders once placed may be cancelled or varied only with the written consent of the Company and on such terms as indemnify the Company against loss.

(i) Representations

The purchaser agrees that no oral representations have been made to him by any servant or agent of the Company which has influenced him or persuaded him to purchase goods from the Company.

(j) Waiver

No failure or delay on the part of the Company to exercise any or all of its rights herein or to enforce any or all of the above clauses shall operate or be construed as a waiver thereof nor shall any single exercise or any partial exercise or waiver of any such right or clause exclude any other or further exercise thereof

(k) Law Applicable

These conditions and any contract governed by them are subject to and in accordance with the law of England.

NOTE: PLACEMENT OF AN ORDER WITH 95% LIMITED IMPLIES ACCEPTANCE OF THE ABOVE CONDITIONS AND, UNLESS SUCH TERMS, CONDITIONS OR VARIATIONS HAVE BEEN EXPRESSLY ACCEPTED IN WRITING BY THE COMPANY OR THEIR AGENTS, SUPPLANTS ANY TERMS AND CONDITIONS THAT MAY BE EXPRESSED OR IMPLIED IN THE PURCHASER'S ORDER DOCUMENTATION OR OTHER OF THEIR CORRESPONDENCE

CARRIAGE, PACKING AND PROCESSING CHARGES WILL BE THOSE OUTLINED IN THE LATEST PRICELIST PLEASE CONTACT THE SALES OFFICE ON 01993 867078 OR SALES@95PERCENT.CO.UK TO ENSURE YOU HAVE THE UP TO DATE VERSION

E.&O.E June 11

95% Ltd trading as 95% Danish & 95% Dutch.

Registered Office: Reg in England No 5302671 Reg Office Willow, Wetherden Road, Haughley Green, Suffolk, IP14 3RF.