

TERMS AND CONDITIONS OF SALE

1 Definitions

For the purpose of these terms and conditions, Hygenol Cleaning Supplies Ltd shall henceforth be known as the company. Any person, company, organisation or agent, contracting in business with the company shall henceforth be known as The purchaser

2 Prevalence

These terms and conditions shall apply to all business between the Company and the Purchaser and all other terms and conditions are expressly excluded, unless specifically accepted in writing by the Company. The Company is not willing to contract other than on these conditions which appear, or on any document emanating from the Purchaser are to have no legal effect whatsoever and this shall be of the essence in any contract.

3 Offer and Acceptance

A quotation does not constitute an offer and no contract exists unless and until there has been an acceptance by the Company of an order placed by the Purchaser. The Company's terms and conditions will be deemed to have been accepted on the placement of any order or upon signature for any goods on any delivery or consignment document whether checked or unchecked.

4 Accuracy and Description of Goods

Whilst every reasonable effort has been made, all descriptions, specifications, drawings and particulars of capacities and dimensions submitted by the Company, or otherwise contained in the Company's catalogues, brochures and price lists, quotations and any other published materials, are approximate only and are not binding in detail. The Company reserves the right to make, without previous notice, alterations and modifications of design that it may deem appropriate. Such alterations or modifications shall not affect the validity of any contract and shall be no ground for any claims upon the Company.

5 Prices

The Company reserves the right to alter any prices without notice. In respect of goods delivered after any such change of price the price charged will be the price current at time of despatch. All price quoted are in £ sterling and are exclusive of Value Added Tax, which will be charged at the current rate at the time of despatch.

6 Delivery

The Company will make all reasonable endeavours to effect delivery on the date stated, but any time or date stated for delivery is given as an estimate only and shall not be of the essence. Delivery shall be deemed to have taken place upon the signature of any delivery or consignment note by any agent, employee or representative of the Purchaser. Unless otherwise stated in writing the Company shall be entitled to make partial deliveries or delivery by instalments and each instalment shall be construed as constituting a separate agreement to which all provisions of these conditions shall apply. If the Company is prevented from making a delivery of the goods or part thereof, or from commissioning the goods or part thereof, by any cause whatsoever outside of its strikes, material shortages, lockouts, fire etc. prohibition of export by the country of origin, difficulties of transport etc. it shall be under no liability whatsoever to the Purchaser and shall be entitled at its option to cancel the contract or to extend the time or times for delivery or commissioning by a period equivalent to that during which such delivery or commissioning has been prevented. The expression liability whatsoever shall include, without prejudice to the expression, liability in tort (including negligence), under statute and in contract, including liability for consequential loss (including loss of profit) or damage of any kind whatsoever however caused or arising, excluding death or personal injury.

7 Carriage

Delivery within the UK may be affected by standard carrier as designated by the company unless specifically agreed otherwise in writing by the Company. Delivery arrangements for outside UK must be agreed in writing by Company prior to despatch of goods. Any special delivery requirements will be charged to the Purchaser.

8 Export Contracts

In the case of export contracts, all import duties charges and assessments shall be paid by the Purchaser and the obtaining of any necessary export licenses in respect of the goods shall be the sole responsibility of the purchaser and the company shall be under no liability whatsoever to the purchaser in respect of goods exported without the necessary export and import licenses.

9 Payment

The Purchaser is liable to pay for all goods supplied to him by the Company, on or before the 30th day from the invoice date, or in accordance with any individual settlement terms agreed in writing by the company, and time shall be of the essence of this condition. The Company reserves the right to alter terms of payment which it allows to any class of, or individual purchaser without any notice and after such change in terms the terms allowed shall be those current at the date of despatch of the goods by the Company. Failure to pay within the stipulated terms shall entitle the Company, without prejudice to its other rights hereunder, to refuse delivery of any further consignment of goods, or perform any obligations whatsoever under this contract or under any other contract without incurring any liability whatsoever to the Purchaser. The Company reserves the right to pass on to the Purchaser any administrative or legal costs incurred in the pursuance of the collection of any moneys owed to the Company by the Purchaser.

10 Property

Legal and beneficial ownership of the goods shall remain in the Company until full payment for the goods has been made. Until ownership passes the Purchaser must keep the goods free from any charge, lien or other encumbrance. Whilst the goods are in possession of the Purchaser and before title has passed to the purchaser the purchaser shall hold the goods in Fiduciary relationships bailee for the Company and shall keep the goods in the same condition as that in which they were delivered and make good any damage or deterioration that occurs.

11 Risk

Risk in the goods shall pass to the purchaser, on delivery, notwithstanding that ownership will not pass until payment is made in full, In the event of any resale by the purchaser to a third party of the Company's goods the beneficial entitlement of the Company shall attach to any claim against the Purchaser's customer and to any proceeds of that sale and the Purchaser shall have a Fiduciary duty to account to the Company for the claim and the proceeds. Where proceeds of such a sale are received by the Purchaser, the Purchaser shall keep them in a separate account as agent for the Company until the amount to the Company is paid.

12 License

The purchaser grants an irrevocable license to the Company and its agents to enter onto the Purchaser's premises, with vehicles if necessary, for the purpose of taking possession of the Company's property.

13 Safe Handling and Use

The Purchaser is required to read the instructions for use and/or product information pertaining to safe handling and use of any goods. If the Purchaser has any doubts about the interpretation of any instructions or product information concerning safe handling or the use, he should seek advice from the Company prior to resale or use. It is the duty of the Purchaser to convey any instructions or product information concerned with safe handling or use of any goods to his employees, members of the public and any third party handling or acquiring said goods from the Purchaser.

14 Limit of Liability

Save where the absolute prohibitions against exclusion and restriction of liability contained in Section 2(1) and 6(1) of the Unfair Contract Terms Act 1977 apply any other liability to the Purchaser for any defect in, failure of, or unsuitability for any purpose of the goods or any part thereof whether the same be due to an act, omission, negligence or wilful default of the Company or its servants or agents, or to faulty design, workmanship or materials or to any other cause whatsoever shall be limited to the price of goods, and all conditions, warranties or other terms whether expressed or implied, statutory or otherwise, inconsistent with the provisions of this condition, are hereby expressly excluded. The foregoing states the entire liability of the Company in tort (including negligence) under statute and in contract to the Purchaser in respect of goods which are defective and the Company shall not save as expressly provided herein, be under any liability whatsoever to the Purchaser except that liability for death or personal injury as result of the vendor's negligence may not be limited or excluded.

15 Return of Goods and Claims for Credit

The Company disclaims any liability for goods returned without express consent of the Company. Any goods approved for return must be advised in writing quoting the Company's delivery note number. The Company disclaims any liability for any goods returned whilst in transit to the Company. The Company reserves the right to charge reasonable handling charge where this is deemed by the Company to be justifiable. Goods returned due to damage on receipt or to incorrect supply must be notified to the Company in writing within 3 working days or receipt. Claims for short delivery or incorrect pricing must be notified to the Company within 7 working days of the date of invoice. Any claims made outside of these conditions will only be entertained at the company's discretion.

16 Right of Sell Off

The Purchaser shall not be entitled to the benefit of any set off to which he might be otherwise entitled in law or in equity. All sums payable will be payable without any deduction and the Company shall be entitled in the event of non payment to obtain and enforce judgement thereon without execution pending the determination of any cross claim by the Purchaser.

17 Intellectual Property Rights

The Purchaser shall indemnify the Company against all costs, loss or damage incurred by the Company in respect of any claim being made or action brought in respect of infringement of patents, trade mark, trade names, registered designs or any other intellectual property rights in respect of the goods if any such claim is made or action brought as a result of work done by the company in accordance with the Purchaser's specifications.

18 Unfair Contract

The Company has drawn up these Terms and Conditions of Sale in light of the Unfair Contract Terms Act 1977, as amended and considers them to be fair and reasonable, and its prices and insurance arrangements are based upon contracts made under these Terms and Conditions to be unreasonable he must inform the Company in writing before any contract is made, otherwise he will be deemed to have accepted that the Company's Terms and Conditions are fair and reasonable.

19 Proper Law

All contracts shall be governed by and construed in accordance with English Law and the Purchaser shall submit to the jurisdiction of the English courts.

20 Arbitration

The Company reserves the right to refer any dispute under any contract to arbitration in accordance with the Arbitration Act 1950 and 1979 with any statutory modification thereof for the time being in force. If the company exercises this right then the arbitrator shall be appointed by agreement between the parties, or in default of an agreement by a third party agreeable to both. Nothing in this clause shall be taken as purporting to exclude the right of either party to seek from the courts the ultimate decision on any question of law.