

TERMS AND CONDITIONS

of sale

1. **Harry B. Litherland & Co. Ltd shall hereafter be referred to as "the Company".**

2. **APPLICATION OF CONDITIONS**

Orders are accepted upon and subject to the following terms and conditions of sale which shall be deemed to be incorporated into a contract for the sale of the Company's goods. Unless expressly accepted in writing by the Company, any qualifications of these terms and conditions of sale or any conditions which may be contained in any written or printed document, including any order form of the Buyer, shall be deemed to be excluded from any contract arising between the Company and Buyer.

3. **BASIS OF QUOTATION**

Any order from the Buyer will be accepted on the understanding that goods will be charged at the prices prevailing on the date of despatch. Value Added Tax will be charged at the appropriate rate on date of despatch and prices published in the Company's catalogue or other sales literature are liable to variation without notice.

4. **PAYMENT TERMS**

Payment to be received by the 28th day of the month following invoice. The Company reserves the right to suspend or cancel the performance of any contract entered into with the Buyer when any account is overdue for settlement. For this purpose time shall be deemed to be of the essence of the contract. The Buyer shall not be entitled to withhold or set off payment for goods delivered for any reason whatsoever. The Company reserves the right to charge for reprinted invoices or credit notes at the rate of 50 pence per reprint, where the original invoices or credit notes have been mislaid or lost by the Buyer.

5. **INTEREST**

The Company reserves the right to charge interest at the rate of 2% per calendar month on all overdue accounts. From the date payment is due to date of actual payment such interest charge to be apportioned on a daily basis.

6. **CARRIAGE**

All orders for next day delivery there is a £6.50 carriage charge. No charge for back orders. UK mainland only. Channel Islands, Northern Ireland, Eire, Isle of Man, Scottish Highlands and Islands etc. - POA

7. **ORDERS**

Written confirmation of telephone orders must be clearly marked as such, otherwise the Company cannot be held responsible for duplication of an order. The right is reserved to refuse acceptance of any order from time to time if an account is in arrears. The Company also reserves absolute discretion to refuse acceptance of an order at any time. No order may be cancelled without the Company's previous agreement and its subsequent receipt of written confirmation of such cancellation.

8. **RETURNS**

Goods correctly supplied may not be returned without the Company's prior agreement. Unless the Company issues written authority, no return of goods will affect the liability of the Buyer to the Company under its contract for purchase. Such authority will not be given unless the Buyer makes a written request quoting the reference number on which goods are charged. Returned goods must be dispatched "carriage paid" otherwise they cannot be accepted. The Company reserves the right to levy a re-stocking charge of 20% in respect of goods returned.

9. **CREDIT ACCOUNTS**

Account facilities may be provided by the Company for Buyers who furnish two satisfactory trade references together with one reference from their Bank. The Company reserves the right in its absolute discretion to refuse to grant credit or to discontinue the credit facilities at any time.

10. **SALE OR RETURN**

Goods are not supplied on a sale or return basis unless specifically agreed in writing. In the event that goods are returned to the Company pursuant to a sale or return agreement, the Company reserves the right to levy a re-stocking charge 20% of the value of goods returned.

11. **RISK AND TITLE**

- The risk in the goods supplied by the Company to the Buyer shall pass to the Buyer on delivery.
- All the goods supplied by the Company to the Buyer shall be stored by the Buyer separate from the Buyer's own goods in such manner as the Company may from time to time direct for the purpose of enabling the Company to identify the goods, the title to which has been retained under the within written conditions of sale.
- If any of the goods are incorporated or used as material for other goods (the new goods) the property in the goods and the new goods shall belong to and remain with the Company until payment in full of all sums due from the Buyer to the Company, and the Company's rights in the goods hereunder shall extend to the new goods.
- The ownership of property in the goods and the new goods shall remain with the Company which reserves the right to dispose of the same until payment in full of all sums due from the Buyer to the Company on any account whatsoever, or until such time as the Buyer sells the goods or the new goods to its customers by way of a bona fide sale at full market value, on the basis that the proceeds of such sale shall be deemed to have been received by the Buyer on the Company's behalf as its Agent. The proceeds of such sales shall be paid by the Buyer into a separate Bank account, details of which shall be furnished by the Buyer to the Company upon request.
- The Buyer's power of sale in respect of the goods and the new goods shall automatically cease and all sums payable in respect of goods supplied by the Company the Seller will become immediately payable if the Buyer is in default for a period exceeding seven days in payment of any sum whatsoever due to the Company (whether in respect of the goods or any other goods supplied to the Buyer) or if a Receiver is appointed over any of the assets of the Buyer or the undertaking of the Buyer, or a Winding Up Order is made against the Buyer, or the Buyer goes into

voluntary liquidation (otherwise than for the purpose of a reconstruction or amalgamation), or calls a meeting or makes any arrangement or composition with its creditors (or being an individual or a partnership commits any act of bankruptcy) or allows distress to be levied against any of its or his goods.

(f) Upon determination of the Buyer's power of sale hereunder the Buyer shall deliver up the goods and the new goods to the Company and the Company and its servants and/or agents shall be entitled using such force as is reasonably necessary to enter upon any premises of the Buyer for the purpose of removing such goods and the new goods from such premises.

(g) Until the Company is paid in full as aforesaid, the relationship of the Buyer to the Company shall be fiduciary in respect of the goods and the new goods, and if the same were sold by the Buyer the Company shall have the right to trace the proceeds thereof according to the principles in *Re Hallett's Estate* (1880) 13 Chancery Division 696 (1874/80) AER (793). A like right for the Company shall apply where the Buyer uses the goods or the new goods in any way so as to be entitled to payment from a third party.

12. **CLAIMS, DAMAGE, SHORTAGE, LOSS OR NON-DELIVERY**

No claim for damage in transit, shortage of delivery, or loss of goods will be entertained, unless in the case of damage in transit or shortage of delivery, a separate notice in writing is given to the Carrier concerned and to the Company within three days of receipt of the goods followed by a complete claim in writing within five days of receipt of the goods, and in the case of loss of goods, notice in writing is given to the Carrier concerned and to the Company and a complete claim in writing within thirty days of the date of consignment. Where goods are accepted from the Carrier concerned without being checked, the delivery book of the Carrier concerned must be signed "not examined". Claims in respect of non-delivery of goods must be notified to the Company in writing within seven days from receipt of invoice in respect thereof, otherwise no allowance in respect of such non-delivered goods shall be deducted from the invoice sum due. In respect of this condition, time shall be deemed to be of the essence.

13. **CANCELLATION**

Cancellation of orders for goods will not ordinarily be accepted. In all such cases the Company's decision shall be final.

14. **DELIVERIES**

No guarantee or warranty as to the date of delivery or time of delivery is given or implied. Deliveries may be wholly or partially suspended and the time of such suspension added to the original contract in the event of stoppage, delay or interruption of work in the establishment of either the Company or the Buyer during the delivery period as the result of strikes, lock outs, trade disputes, breakdown or any cause whatsoever beyond the control of the Company or the Buyer respectively.

15. **LIABILITY**

Whilst every effort is made to ensure that the information contained in this catalogue and the Company's other sales literature is correct, except as herein provided all warranties and conditions whether express or implied and whether by Statute or Common Law as to quality or fitness for any purpose are excluded.

16. **GUARANTEE**

In respect of goods found within twelve months of delivery date to be defective or not in accordance with specification, the Company reserves the right to replace, repair or refund payment in respect of such defective goods at its option. Video cassette recorder heads are guaranteed for six months from the date of delivery except where failure is due to any cause other than fair wear and tear. Removal of the Company's date coding label on any component will invalidate the Buyer's entitlement under the terms of this clause. All returns must be adequately packed and accompanied by a returns note giving details of the invoice number and date of supply.

This warranty does not apply to and no responsibility is accepted for goods which have suffered or have been subjected to undue wear and tear, accident, misuse, improper application, modification, neglect or overloading and in no circumstances shall the Company be liable for loss or damage of any kind directly caused by or arising from goods supplied, or from any accident or injury to personnel or damage to property however arising from or in the course of using such goods.

DAEWOO PRODUCTS - Special conditions apply to these products. Full details on request to our sales office.

17. **FORCE MAJEURE**

The delivery of any order may be revoked (in whole or in part) or delivery dates postponed by the Company, without liability in the event of any contingency beyond the Company's control which does, or in the Company's opinion, is likely to prevent, hinder, delay, interrupt or interfere with the fulfilment of the order or part thereof.

18. **LEGAL CONSTRUCTION**

These conditions and any contract between the Company and the Buyer shall be construed and operate in all respects as a contract made in England and in conformity with English law.

19. **COPYRIGHT**

No part of any HBL may be reproduced, in part or in whole, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise.

20. **E&OE**

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