

TERMS OF SALE

1 DEFINITIONS

- 1.1 "Contract" means the contract for the sale of the Goods and provision of the Services and Repair Services;
- 1.2 "you" means the customer placing an order for Goods with the Company;
- 1.3 "we/us" means GB SOLO Ltd (Company no. 3212062) whose registered office is at Unit 10, 20 Park Farm Road, Foxhills Industrial Park, Scunthorpe, North Lincolnshire DN15 8QP;
- 1.4 "Goods" means all goods which are subject to your order which are to be supplied to you by us under these Conditions;
- 1.5 "Services" means the services (if any) to be performed by us for you in conjunction with the sale of the Goods;
- 1.6 "Repair Services" means the repair and/or maintenance and/or technical advice services (if any) performed by us for you following the sale of the Goods.

2 ORDERS

- 2.1 We shall sell and you shall purchase the Goods, Services and Repair Services in accordance with these Terms of Sale, which shall govern the Contract to the exclusion of any other terms or conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by you.
- 2.2 No variation to these Terms of Sale shall be binding unless agreed in writing between the authorised representatives of both parties.
- 2.3 There shall be no binding agreement between us until we have accepted your order in writing.
- 2.4 Any advice or recommendation given by us or our employees or agents to you or your employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by us is followed or acted on entirely at your own risk, and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5 You accept that these Terms of Sale and any specific details stated on your accepted order constitute the entire understanding between the parties and supersede any prior promise, representation, undertaking or understanding of any kind.
- 2.6 You shall be responsible to us for ensuring the accuracy of all the terms of your order.
- 2.7 No order which has been accepted may be cancelled or amended except with our written agreement and on terms that you shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

3 PRICES

- 3.1 Unless otherwise expressly agreed in writing the Goods shall be sold and invoiced at our current prices at the date of dispatch. Catalogues, price lists and other advertising material are provided for illustrative purposes only.
- 3.2 Unless otherwise expressly agreed in writing the Repair Services and Services shall be provided at our current prices at the time we provide these services.
- 3.3 You will pay any additional charges as are agreed between the parties for the provision of services which, in our sole discretion, are required as a result of your instructions or lack of instructions or any other cause attributable to you.
- 3.4 Prices quoted **do not** include delivery or installation, or any costs of shipping overseas, insurance, or export or other duties and levies.
- 3.5 Prices do not include VAT.
- 3.6 We reserve the right to revise prices to take into account increases in any costs of providing the Goods, Repair Services or Services which occurs between the date of order and delivery.

4 DELIVERY

- 4.1 Dates and times quoted for delivery, if any, are estimates only and any delay in meeting delivery dates shall not give rise to a right to cancel the order or to claim damages.
- 4.2 You shall notify us of any claim for short delivery and/or damage to Goods within 24 hours of delivery and shall confirm such claims in writing to us within 3 working days from the date of delivery. All orders are deemed completed if such notice is not received within such period.
- 4.3 Risk in the Goods shall pass on delivery.
- 4.4 Where we provide Services the persons performing the Services shall be under your direction and control and shall for all purposes in connection with their employment in the working of the Goods be regarded as your servants or agents. You shall be solely responsible for all

claims arising in connection with the operation of the Goods by the said persons, except to the extent that the persons performing the Services are negligent.

4.5 If you fail to take delivery of the Goods or fail to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of the Company's fault) then, without limiting any other right or remedy available to us, we may:

4.5.1 store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage; or

4.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract.

5 PAYMENT

5.1 Unless otherwise agreed in writing, invoices are payable within 30 days of the invoice date.

5.2 We reserve the right to require you to pay for Goods in advance.

5.3 You are not entitled to withhold payment any amount due unless you have a court order.

5.4 Without prejudice to our other rights if you fail to pay any amount on the due date we may cancel any contract and/or suspend deliveries, and/or charge interest on a daily basis at 4% above the base rate of the National Westminster Bank plc or the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable). You shall indemnify us in respect of all costs (including legal fees) reasonably incurred in attempting to recover such overdue amounts and the balance then outstanding to us by you on any account whatsoever shall become immediately due and payable.

6 TITLE

6.1 We shall retain full ownership of and title to all Goods delivered to you or any part thereof unless and until you have paid all sums owing to us in cash or cleared funds.

6.2 While any amount remains outstanding to us from you:

6.2.1 you shall keep the Goods as fiduciary bailee for us and store them separately and in a manner which clearly shows that they are owned by us;

6.2.2 you shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which remain our property;

6.2.3 you will deliver up to or have delivered up to us Goods upon demand and we may without limiting any other rights or remedies available to us at law in equity or by statute seize repossess and/or resell Goods at our discretion and in the exercise of such rights we may enter any premises in which we reasonably believe from time to time any Goods are located;

6.2.4 you may only sell transfer or otherwise dispose of the Goods to your customers in the ordinary course of business and in accordance with these Terms of Sale;

6.2.5 where you are paid by or on behalf of any customer or shall receive the proceeds of any insurance claim in respect of any Goods you shall pay such proceeds to us as soon as reasonably practicable to do so after receipt until we are paid in full and shall hold the same as trustee for us and keep a separate account of all such proceeds for such purpose;

6.2.6 you shall take all due care (or ensure that all due care is taken) of the Goods and shall bear the sole liability for insurance of the Goods and shall indemnify us for any loss whatsoever suffered or incurred by us arising out of any failure to insure Goods.

7 WARRANTIES AND LIABILITY

7.1 We warrant that Goods which have been manufactured by us will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from delivery. This warranty does not affect your statutory rights as a consumer. If the Goods develop a defect while under warranty, or you have any other complaint about the Goods, you should notify the Company in writing at the address shown above.

7.2 The warranty in Clause 7.1 is given by the Company subject to the following conditions:

7.2.1 we shall be under no liability in respect of any defect in the Goods arising from any specification supplied by the Customer;

7.2.2 we shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;

7.2.3 we 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;

7.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by us, in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to us.

7.3 We warrant that the Services and the Repair Services will be provided using reasonable care and skill. Where we supply, in connection with the provision of the Repair Services, any goods supplied by a third party, we do not give any warranty, guarantee or other term as to their quality, fitness for purposes or otherwise, but shall, where possible, assign to you the benefit of any warranty, guarantee or indemnity given by the person supplying the goods. We shall not be liable for any loss, damage, costs, expenses or other claims for compensation arising from any data, materials or information provided by you or instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of yours.

7.4 Subject as expressly provided in these Terms, and except where you are dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7.5 Where you are a consumer (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) your statutory rights are not affected by these Terms.

7.6 A claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by you) be notified to us within 3 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 3 days of discovery of the defect or failure. If delivery is not refused, and you do not notify us accordingly, you shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and you shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

7.7 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified in accordance with these Terms of Sale, we may replace or repair the Goods (or the part in question) free of charge or, at our sole discretion, refund the price of the Goods (or a proportionate part of it), in which case we shall have no further liability to you.

7.8 Except in respect of death or personal injury caused by our negligence, or liability for defective products under the Consumer Protection Act 1987, we shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of us, our employees or agents or otherwise) which arise out of or in connection with the supply of the Goods, Services or Repair Services (including any delay in supplying or any failure to supply in accordance with the Contract or at all) or the use or resale of the Goods by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed £1,000,000 in the aggregate per annum or £1,000,000 per occurrence or series of related occurrences, except as expressly provided in these Terms.

7.9 We make no representation and give no warranty in respect of the sources of origin of manufacture or production of the Goods or any part thereof.

8 TRADEMARKS, PATENTS AND COPYRIGHT

8.1 You recognise our and/or the manufacturer's ownership of and title to all trademarks, service marks, trade names, patents, copyright and other intellectual property rights in relation to the Goods. You will take no action to violate, obliterate, remove, alter, conceal or misuse any such mark, name, patent or copyright notice.

8.2 You will promptly notify us if you become aware of any infringement of such intellectual property rights by any third party and shall provide your reasonable assistance to us and/or the manufacturer in connection with any resultant proceedings.

9 INSOLVENCY OF THE BUYER

9.1 This clause 9 applies if you make a voluntary arrangement with your creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets; or you ceases, or threaten to cease, to carry on business; or we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and notify you accordingly.

9.2 If this clause applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall

become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10 DATA PROTECTION

We will take all reasonable precautions to keep the details of your order and payment secure, but unless we are negligent, we will not be liable for unauthorized access to information supplied by you. We will only use the information you provide about yourself for the purpose of fulfilling your order, unless you agree otherwise. You can correct any information about you, or ask for information about you to be deleted, by giving us written notice at the address shown above.

11 FORCE MAJEURE

11.1 We shall not be liable to you on any account whatsoever in the event that we are prevented from fulfilling our obligations due in whole or in part to an event of force majeure which expression shall mean:

11.1.1 an act of God, fire, flood, storm, power failure, reduction of power supplies, mechanical failure or lack of shortage or materials or stock or any other circumstance beyond our reasonable control; and

11.1.2 whether or not within our control, strikes, lock-outs or industrial disputes in relation to us or any other party or any action taken by us in connection therewith or in consequence or furtherance thereof.

11.2 In such an event we may at our option either suspend performance or cancel the contract in question or so much of it as remains unperformed without liability for any loss and without prejudice to our rights to receive payment of the price of all Goods previously delivered.

12 LAW & MISCELLANEOUS PROVISIONS

12.1 These Conditions shall be construed according to the laws of England the Company and the Customer submit to the non-exclusive jurisdiction of the English Courts.

12.2 If and to the extent that any provision or any part of these Terms of Sale is deemed to be illegal, void or unenforceable for any reason then such provision or part thereof (as the case maybe) shall be deemed to be severed from the remaining provisions or parts of the relevant provisions (as the case may be) all of which remaining provisions shall remain in full force and effect

12.3 Upon termination of the Contract the provisions of Clauses 5.4.2 and 5.4.3 shall continue in full force and effect.

12.4 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

12.5 No waiver by the Company of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the Contract.

12.6 A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

12.7 Nothing contained herein shall be deemed to create a partnership or agency.