



TERMS AND CONDITIONS OF SALE OF DESIGN SPECIFIC LIMITED

The following terms and conditions ("the Conditions") are the terms on which Design Specific Limited ("the Seller") sells goods ("the Goods") to a buyer ("The Buyer") and supersedes all other terms and conditions relating to the subject matter of these Conditions

1. PRICE AND PAYMENT

- 1.1. The price (exclusive of local taxes) for the Goods ("the Price") shall be the quoted price of the Seller.
- 1.2. Payment of the Price shall be made by the Buyer as shown on the invoices, the schedule of payments is: 50% with order, 50% on delivery from the main carrier.
- 1.3. If the total price payment or the scheduled payment is not paid by the due date, the Seller shall be entitled to charge interest both before and after judgment on the unpaid portion of the Price at the rate of 4 per cent above the base rate from time to time of the Royal Bank of Scotland.

2. GOODS

The description and quantity of the Goods to be sold shall be as set out in the quotation provided by the Seller to the Buyer ("the Quotation").

3. DELIVERY

Delivery of the Goods shall be Carriage Insurance Paid (User site) unless otherwise indicated on the Quotation. Time shall not be of the essence for delivery.

4. ACCEPTANCE

The Buyer shall be deemed to have accepted the Goods if they have not been rejected on or before the 30th day after delivery from the main carriage or after commissioning whichever is the shorter. The Buyer shall not be entitled to reject the Goods in whole or in part after such date.

5. TITLE AND RISK

- 5.1. The Goods shall be at the risk of the Buyer on being made available to the Buyer at the delivery point.
- 5.2. Notwithstanding delivery, title in the Goods shall not pass to the Buyer until the Buyer has made the full purchase payment of all sums owing to the Seller.
- 5.3. Until such time as title in the Goods passes to the Buyer, the Seller shall have the right to repossess or otherwise recover the Goods.

6. LIMITATION OF LIABILITY

- 6.1. Save in respect of personal injury or death due to the negligence of the Seller, the Seller shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to any defect in the Goods
- 6.2. Without prejudice to Condition 6.1 the Seller shall not be liable to the Buyer or any third party for any loss of profit, consequential or other economic loss suffered by the Buyer arising in any way from this Agreement
- 6.3. Save in respect of personal injury or death due to the negligence of the Seller the liability of the Seller under these Conditions shall not exceed the Price.

7. INTELLECTUAL PROPERTY

- 7.1. All intellectual property in the Goods, which shall include but not be limited to design rights, patents, copyright and know how, shall remain the property of the Seller.
- 7.2. The Buyer shall take all steps to safeguard the intellectual property of the Seller: in particular, the Buyer shall hold as confidential all information relating to the Goods and their supply and shall inform the Seller if he should become aware of any infringement of the Sellers rights.
- 7.3. Images or facsimiles of the Goods may be used by the Buyer only upon the receipt of written approval from the Seller. Such approval shall not normally be withheld.

8. WARRANTY

The Seller will at their cost, repair or replace at their option, any Goods found to be faulty due to defects in materials or workmanship for a period of 24 months following delivery unless otherwise stated on the Quotation. Excepted from this warranty are defects arising from misuse, vandalism, and perils including but not limited to fire, flood, earthquake, lightning strikes and any form of accidental damage.

9. FORCE MAJEURE

The Seller shall not be liable for any default due to any circumstance beyond the reasonable control of the Seller including, but not limited to, Acts of God, war, civil unrest, riot,

strike, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply or failure to deliver of the suppliers of the Seller.

10. GENERAL

- 10.1. If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.
- 10.2. The Seller may without the consent of the Buyer sublicense its rights or obligations or any part of these Conditions.
- 10.3. The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions

11. ENTIRE AGREEMENT

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract

12. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales

13. RIGHTS OF CONSUMER

Nothing in these Conditions shall affect the statutory rights of a consumer.