

DISTINCTION TERMS AND CONDITIONS

1. GENERAL

Wherever used, the expression "the company" shall be deemed to include Distinction Contract Ltd., its Agents and sub Contractors. Wherever used, the expression "the Purchaser" shall be deemed to include the Purchasers Agents, whether retail or trade

Unless otherwise expressly agreed in writing by us, these conditions shall form part of this offer and no conditions inconsistent therewith, shall be deemed to override or vary these conditions notwithstanding their being proffered by you at a date later than this offer. They shall apply not only to the present transaction but to all future business between us except in such cases as the contrary may be agreed by us in writing.

2. TITLE

Title to the Goods shall remain our property until paid for in full.

3. PRICES

A tender or quotation of the Company is an invitation of an order subject to these conditions. No contract will result until the Company has confirmed its acceptance of the order in writing. Any addition to, deletion, or variation of these conditions will be binding only if expressly confirmed in writing by the company.

We reserve the right to increase the prices quoted should there be any increase in the cost of labour materials, duties, rates of exchange, freight or other charges, expenses and costs payable by us before delivery.

Prices for goods shall be those ruling at the date of invoice. Any query by the Purchaser on an invoice must be made within 30 days of the invoice date.

4. CREDIT & PAYMENT TERMS

All accounts are payable on demand and the balance must be paid prior to or on delivery unless credit facilities have been granted by us in writing and not withdrawn when payment shall be made strictly 30 days after date of delivery (unless terms to the contrary have been agreed by us in writing).

Maximum available cash discounts will appear on invoices. In the event of default in payment by the due date, interest will be charged on all sums overdue at the rate of 4% over the bank rate calculable from day to day, to run both before, and after judgement. Further, in default of payment by the due date in respect of this or any other order, the Company reserves the right to suspend delivery or terminate the contract in respect of any undelivered goods.

5. DESPATCH AND DELIVERY

All quoted despatch and delivery dates are given bona fide, and are such as we expect to achieve and every effort will be made to adhere to them. We shall not accept any liability to despatch/deliver within such a time. Time for despatch/delivery shall be extended for a reasonable time if delay is caused by instructions or lack of instructions from you. Despatch/delivery time may be extended during holiday periods and factory shutdown.

The goods shall be, and thereafter remain at the Purchasers risk from time of delivery. Property in the goods shall remain with the Company until the Purchaser shall pay all monies due to the Company, being due under the invoice in respect of this order and under all invoices in respect of previous premises of the Purchaser to remove any good being the property of The Company as aforesaid. Where goods are manufactured by the Company in accordance with the Purchasers specification(s) or other particulars provided, the Company will be responsible only for the manufacture and delivery of such goods as ordered.

6. GUARANTEE and LIABILITY

All goods are guaranteed for a period of 12 months. The manufacturers guarantee will within this period of 12 months repair or at our discretion replace any Goods which are proved to our satisfaction to be defective in material or workmanship provided always that this obligation will not apply where:-

- The Goods have been altered in any way whatsoever or have been subjected to misuse or unauthorised repair; or
- The Goods have been improperly installed or;

- You have failed to notify us of any defect or suspected defect immediately the same comes to your knowledge; or
- You are in breach of this or any other contract made with us.

Our liability will under no circumstances extend beyond the repair or replacement of the product supplied by us. Claims for either labour in replacement or damage to property are not admissible. Any goods replaced will belong to us.

7. CANCELLATION OR ALTERATION

Orders cannot be cancelled except with our consent and on terms that will indemnify us against loss. If notice is given in writing before manufacture has commenced, requests for cancellation or orders will be accepted without charge if made within three days of despatch of acknowledgement of order.

8. STORAGE

If we do not receive instructions within 14 days after notification that the goods are ready for despatch Goods will be delivered to you at the address specified in the order. If for any reason whatsoever the Purchaser delays taking delivery of goods, the subject of any order such as retained by the Company whether in transit, or store, shall be entirely at the risk of the Purchaser and the Company shall be entitled to charge the Purchaser for any cost incurred such as interest, rent etc. If the goods are so retained for a period exceeding one month the Company shall be entitled to a payment on account of 80% of the purchase price.

9. RETURN OF GOODS FOR CREDIT

Only in exceptional circumstances and by previous written agreement with us will we accept back for credit items that have been supplied against firm orders or which have been manufactured by us in accordance with specification but have not yet been delivered, provided the goods to be returned are new and adequately packed and are of standard colour and unused. The net value of Goods returned will be credited to you subject to a minimum charge of 25% thereof which will be made to cover restocking costs.

10. UNAVOIDABLE LOSS OR DELAY

The Company shall not be liable to the Purchaser to the extent that fulfilment of its obligations to the Purchaser shall include (without restricting the generality of the foregoing): Riots, civil commotions, war, rebellion, national or international emergency, strikes, lock-outs or other labour disputes. Destruction or damage due to natural causes, floods, fires, explosions or breakdown of machinery. Any order of a local, national or international authority, shortage of labour, equipment, materials or supplies.

11. INSTALLMENT DELIVERIES

Orders may be executed by instalments. Each INSTALLMENT shall be a separate contract payable separately. If payment of any INSTALLMENT is not made with the time stipulated, we shall be entitled to suspend further deliveries until payment is made or we may, at our option, terminate the contract.

12. DELAY, WRONG DELIVERY & DAMAGED GOODS

All consignments are advised and it is essential that immediate notification should be given if the goods are not received within 10 days of advice; otherwise no claim for non-delivery can be accepted. No claim for damage in transit or shortages will be accepted if signed for "RECEIVED IN GOOD CONDITION" or "UNCHECKED" or "NOT EXAMINED" (or similar) unless they are signed for as "**DAMAGED**" or "**SHORT DELIVERED**" and we are notified in writing within 3 days after delivery and are given an opportunity to verify the shortages or damage. The company will then at its option:

- Repair or replace any goods or part of goods so damaged; or
- Allow to you credit in respect thereof in such amount as may be agreed with you or in default as fixed by us at our discretion.

Our liability under this condition shall be limited to repairing, replacing or allowing credit as aforesaid.

13. JURISDICTION

The contract shall be governed by the laws of England and English Courts shall have sole jurisdiction in all matters arising out of the contract