



Chris Davison Agencies Ltd

Terms and Conditions of Trading

1 DEFINITIONS

1.1 In these Conditions of Sale ("the Conditions") the following words have the following meanings:

"Buyer" means the person, firm or company named as the buyer in the Contract;

"Contract" means any contract for the sale and purchase of the Goods between the Seller and the Buyer incorporating these Conditions, including the Seller's standard order form;

"Goods" means any goods (including any part or parts of them) which the Seller is to supply to the Buyer in accordance with these Conditions; and

"Seller" means Chris Davison Agencies Ltd.

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 References to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

2 GENERAL

2.1 These Conditions shall be incorporated in any agreement from time to time entered into between the Seller and the Buyer for the sale of any Goods by the Seller to the Buyer. These Conditions shall override any terms or conditions contained or referred to in the Buyer's order or in any other document or correspondence or implied by trade custom, practice or course of dealing unless specifically agreed to in writing by an authorised representative of the Seller.

2.2 No variation of these Conditions shall be binding unless specifically agreed to in writing by an authorised representative of the Seller.

2.3 No condition, statement or representation whether made orally or contained in any advertisement, brochure, trade circular or similar literature shall be deemed to be incorporated into this Contract unless specifically agreed to in writing by an authorised representative of the Seller.

3 PRICES

The price for the Goods shall be the price notified to the Buyer or, where no price has been notified (or a notified price is no longer valid), the price listed in the Seller's published list current at the date of acceptance of the order. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller.

4 PAYMENT

4.1 The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods. The Buyer shall pay the price of the Goods within (30) days of the date of the Seller's invoice. The time of payment of the price shall be of the essence of the Contract. The Buyer shall make all payments due under the Contract without any deduction, whether by way of set off, counterclaim, discount, abatement or otherwise.

4.2 The Seller may allow UK customers, with credit facilities, to make payment upon credit terms which are net 30 days from date of invoice. Any forward order, discount or other agreed discount is only applicable if paid within the above terms.



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- 4.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries to the Buyer, and charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 3 per cent per annum above the base rate of Barclays Bank Plc from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5 DELIVERY

- 5.1 Unless otherwise agreed in writing, the Seller will deliver the Goods to the Buyer at the Buyer's place of business.
- 5.2 In the event of the Buyer failing to accept any delivery or deliveries tendered in accordance with the Contract the Goods will be deemed to have been delivered on the date the Goods are available for delivery and risk in the Goods will pass to the Buyer. The Seller may immediately, or at any time after the refusal of the delivery of the Goods, treat the Contract as repudiated by the Buyer's breach and make such arrangements as it thinks appropriate for the disposal of the Goods. The Buyer will be liable to compensate the Seller, for any losses and costs incurred by the Seller as a result of the Buyer's breach of the Contract.
- 5.3 Any dates specified by the Seller for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.
- 5.4 The Seller will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence) nor will any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

6 RISK AND PROPERTY

- 6.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery pursuant to clause 5.2 of the Conditions.
- 6.2 If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 6.2.1 risk in the Goods will pass to the Buyer (including for loss or damage caused by the Seller's negligence;
 - 6.2.2 the Goods will be deemed to have been delivered; and
 - 6.2.3 the Seller may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 6.3 Notwithstanding delivery and the passing of risk, ownership of the Goods shall not pass to the Buyer until the Seller has received in full in cash or cleared funds all sums due to it in respect of the Goods under this Contract and all other sums which are or which become due to the Seller and/or any other subsidiary, holding or associate company of the Seller from the Buyer on any other account or pursuant to any other contract for which payment is then due.
- 6.4 Until such time as ownership in the Goods passes to the Buyer, the Buyer must:
- 6.4.1 hold the Goods as the Seller's fiduciary agent and bailee;
 - 6.4.2 keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's Goods;
 - 6.4.3 maintain the Goods in satisfactory condition, insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller; and
 - 6.4.4 hold the proceeds of the insurance referred to in 6.4.3 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.



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6.5 The Buyer may sell the Goods before ownership has passed to it only in the following conditions:

- 6.5.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value;
- 6.5.2 and any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.6 The Buyer's right to possession of the Goods shall terminate immediately if:

- 6.6.1 the Buyer is declared bankrupt or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) (except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation), or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
- 6.6.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- 6.6.3 the Buyer encumbers or in any way charges any of the Goods.

6.7 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

6.8 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

7 CLAIMS AND RETURNS

- 7.1 Where delivery is made to a carrier for transmission to the Buyer or his nominees, the Seller will claim against the carrier on behalf of the Buyer in respect of non-delivery or short delivery by the carrier or damage in transit, provided the Buyer notifies both the Seller and the carrier in writing of any such claim within such time as will
- 7.2 enable the Buyer to comply with the time limits laid down from time to time by the carrier for notifying him of the claim in question.
- 7.3 All claims and requests for returns must be in writing and include the style or serial number of the Goods, their sizing details and justification for the return.
- 7.4 Return of the Goods after delivery without authorisation will not be accepted. Authorised returns, except where Goods are faulty, will incur a charge of 15 % of the value of the returned Goods. The Seller reserves the right to examine the Goods prior to their return upon request.

8 THIRD PARTY DISTRIBUTION

- 8.1 The seller shall not sell the goods onto third party sellers
- 8.2 The seller shall not sell the goods via on-line auction websites or third party internet platforms

9 QUALITY

- 9.1 The Seller shall not be liable in respect of any kind of claim or complaint against it unless the Buyer notifies it thereof in writing within twenty-eight days of delivery of the Goods (or in the case of non-delivery, within twenty-eight days



Chris Davison Agencies Ltd

of the agreed delivery date) PROVIDED THAT (i) the Goods shall have been treated properly at all times; and (ii) no alteration, modification, repair or addition has been made to the Goods or any part thereof by or on behalf of the Buyer. Where any valid claim in respect of any of the Goods is notified to the Seller, the Seller shall have the option of replacing or crediting the value of the Goods in respect of which any kind of valid claim is made thereby fully discharging all legal liability in respect thereof.

9.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation.

9.4 Subject to conditions 8.2 and 8.3:

9.4.1 The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract (including any liability for the acts or omissions of the Seller's employees, agents and sub-contractors) shall be limited to the aggregate invoice price of the Goods.

9.4.2 The Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

10 FORCE MAJEURE

The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials PROVIDED THAT, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

11 SEVERABILITY

If and to the extent that any of these Conditions shall be determined to be invalid, unlawful or unenforceable, such terms or conditions shall to that extent be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

12 WAIVER

No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13 ASSIGNMENTS

13.1 The Contract is personal to the Buyer who shall not assign or transfer in whole or in part the benefit and/or the burden thereof without the prior written consent of the Seller.

13.2 The Seller may assign the Contract or any part of it to any person, firm or company.

14 NOTICES



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14.1 Any notices or communication to be sent in connection with the Contract shall be deemed to be sufficiently served if sent in writing by pre-paid first class post or sent by facsimile transmission:

14.1.1 (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller; or

14.1.2 (in case of communications to the Buyer) to the registered office of the Buyer (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.

14.2 Notices shall be deemed to have been received:

14.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

14.2.2 if sent by facsimile transmission on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

15 GOVERNING LAW

The interpretation and performance of these Conditions will be governed by the law of England, and the parties submit to the exclusive jurisdiction of the English Courts.

Declaration by the buyer :

I/we agree to the above terms and conditions of supply of Zamberlan and Snugbug products from Chris Davison Agencies ltd. :

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(seal and signature of Buyer or authorised representative of the Buyer)

Declaration