

TERM & CONDITIONS**1. Application**

- 1.1 These Terms and Conditions shall apply to the purchase of the goods and services detailed ("Goods") by you ("Buyer") from Bampton design Ltd ("Seller") and to the payment of invoices. No other terms and conditions shall apply to the sale of the Goods or to the invoice unless agreed upon in writing by the Seller.
- 1.2 The essence of these Terms and Conditions remains the same as those included with the Seller's quotation.

2. Interpretation

- 2.1 A "business day" means any day other than a Saturday, Sunday or bank or public holiday in England and Wales.
- 2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
- 2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Goods

- 3.1 The description and quality of the Goods are as set out in the Seller's quotation and invoice. In accepting a quotation the Buyer has acknowledged that it does not rely on any other representations regarding the Goods save for those made in writing by the Seller. No description of the Goods set out in the Seller's brochures are binding on the Seller and are intended as a guide only.
- 3.2 The Seller reserves the right to make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

4. Price

- 4.1 Subject to sub-Clause 4.2, the price ("Price") of the Goods shall be that detailed in the quotation, accepted by the Buyer and confirmed in the invoice.
- 4.2 Any increase in the cost of the Goods to the Seller due to any factor beyond the Seller's control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, shall be reflected in the invoice in accordance with the Seller's right to increase the Price prior to delivery.
- 4.3 If the Buyer requests an amendment to the specification of the Goods, the Seller shall issue a revised quotation to the Buyer and the revised quotation shall only become effective upon the Seller receiving a copy of the revised quotation duly signed by the Buyer and any further deposit payable by the Buyer
- 4.4 Any increase in the Price under sub-Clause 4.2 shall only take place upon the Seller informing the Buyer of the increase in writing.
- 4.5 The Price is exclusive of fees and charges for packaging and transportation / delivery.
- 4.6 The Price is exclusive of any applicable Value Added Tax and other taxes or levies which are imposed or charged by any competent authority.

5. Basis of Sale.

- 5.1 The Seller's quotation is a contractual offer to sell the Goods which the Buyer has accepted.

6. Payment

- 6.1 The Buyer shall pay (a) a non-refundable deposit of 50% of the Price of the Goods upon acceptance of the quotation and (b) the remaining 50% of the price upon completion of manufacture and before delivery of the Goods or otherwise in accordance with any other credit terms agreed in writing by the Seller. Time for payment is of the essence of the contract.
- 6.2 Payment must be made by the Buyer notwithstanding that property in the Goods has not passed to the Buyer.
- 6.3 If the Buyer fails to make payment within the period in sub-Clause 6.1, the Seller shall suspend any further deliveries to the Buyer, cancel any pending orders from the Buyer and charge the Buyer interest at the rate of FOUR PER CENT per annum above LIBOR from time to time to time on the amount outstanding until payment is received in full together with any storage costs incurred by the Seller.
- 6.4 The Seller may, at its sole discretion, set off any payments due from the Seller to the Buyer against any payments due from the Buyer. The Buyer shall have no

right to set off any sums due from the Seller to the Buyer.

- 6.5 All payments must be made in Pounds Sterling unless otherwise agreed in writing by the Seller.

7. Delivery

- 7.1 Delivery of the Goods shall be made EX WORKS from the Seller's warehouse as notified to the Buyer.
- 7.2 Any dates for delivery quoted to the Buyer are approximate and may not be made of the essence by notice from the Buyer. The Seller shall not be liable for any delay in delivery however caused. If no delivery date is quoted, delivery will be made within a reasonable time.
- 7.3 Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and defective delivery of any one or more instalments shall not entitle the Buyer to repudiate the Contract.
- 7.4 If the Buyer fails to take delivery of the Goods at, or fails to give adequate delivery instructions by, the time stated for delivery then, unless the failure was due to a cause beyond the Buyer's reasonable control or by reason of the Seller's fault, the Seller may:
- store the Goods at cost of the Buyer; or
 - sell the Goods at the best price reasonably obtainable and, after deducting the storage costs, charge the Buyer for any shortfall in the Price.

8. Inspection of Goods

- 8.1 The Buyer is under a duty to inspect the Goods on collection/delivery. If the Goods cannot be examined, the carrier's note or such other note as appropriate must be marked "not examined".
- 8.2 If the Buyer identifies any damage or shortages it must inform the Seller in writing within FOUR (4) working days after taking delivery, providing details of the alleged damage or shortage. The Seller shall not be liable if the Buyer fails to provide such notice and the Seller must be permitted to inspect the affected Goods before the Buyer uses, alters or modifies them in any way.
- 8.3 Subject to the Buyer's compliance with this Clause 8 and the Seller's agreement with any alleged damage or shortages, the Seller shall make good any and all damage and shortages within a reasonable time.
- 8.6 The Seller shall be under no liability for and shall not indemnify the Buyer against any matters arising from damage or shortages.

9. Returns

- 9.1 Goods may not be returned without the prior written agreement of the Seller.
- 9.2 Subject to sub-Clause 9.4, the Seller shall only accept returned Goods if it is satisfied that those Goods are defective and that such defects would not be apparent on inspection. 9.3 The Seller shall have the option of either replacing defective Goods within 90 days of receipt of them or shall refund to the Buyer the Price for those Goods which are defective.
- 9.4 The Seller shall not be liable for defects arising out of normal wear and tear, the Buyer's failure to follow any instructions given by the Seller, misuse or alteration of the goods, negligence, wilful damage or any other act of the Buyer, its employees, agents or any other third party.

10. Risk and Title

- 10.1 Risk of damage to or loss of the Goods shall pass to the Buyer when the Seller notifies the Buyer that the Goods are ready for delivery by the Seller.
- 10.2 Legal and beneficial title in the Goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the Price. Until title to the Goods passes to the Buyer, unless the Goods are incorporated or utilised in the manufacture of products, the Buyer must:
- hold the Goods on a fiduciary basis as bailee of the Seller;
 - store the goods separately from the Buyer's goods or any third part goods so that they remain readily identifiable;
 - not destroy, deface or obscure any identifying marks or serial numbers on or relating to the Goods;
 - not pledge or charge the goods for any indebtedness of the Buyer.

Notwithstanding the foregoing, the Buyer may resell the Goods or any goods of which the Goods form part before title in the Goods has passed to the Buyer on condition that

any such sale is in the ordinary course of the Buyer's business at full market value and any such sale shall be made by the Buyer as the Seller's agent.

10.3 The Seller reserves the right to repossess any Goods in which the Seller retains legal and beneficial title if full payment is not received in accordance with Clause 6. In the event of such repossession the Buyer shall, immediately deliver the Goods in which legal and beneficial title has not passed to the Seller at its own cost.

10.4 The Buyer's right to possession of the Goods in which the Seller retains legal and beneficial title shall terminate and the Seller shall be entitled to terminate the Contract and suspend delivery of any Goods not delivered to the Buyer if:

(a) the Buyer commits a material breach of its obligations under these Terms and Conditions;

(b) the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors or enters into liquidation or has a receiver, manager or administrative receiver appointed or has a petition for the winding-up of the Buyer presented to a court (or any equivalent procedure in any country);

(c) the Buyer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or

(d) the Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or 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.

And the Seller shall immediately be entitled to payment for any Goods delivered but not paid for.

11. Rights, Warranties and Liability

11.1 Subject to these Terms and Conditions, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

11.2 The Seller shall not be liable for any loss or damages of any nature, direct or indirect, including any loss of profits or consequential damages suffered or incurred by the Buyer for whatever reason.

11.3 The Seller's total liability under the Contract shall not exceed the Price.

11.4 The exclusions of liability contained within this Clause 11 shall not exclude or limit the liability of the Seller for:

(a) death or personal injury caused by the Seller's negligence;

(b) any matter for which it would be illegal for the Seller to exclude or limit its liability; and

(c) fraud or fraudulent misrepresentation.

12. Communications

12.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

12.2 Notices shall be deemed to have been duly given:

(a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

(b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;

(c) on the fifth business day following mailing, if mailed by national ordinary mail; or

(d) on the tenth business day following mailing, if mailed by airmail.

12.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

13. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that

party. Such causes include, but are not limited to, power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the party in question.

14. No Waiver

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

15. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable). Bampton design retain the right to alter or update these terms and conditions without prior notice.

16. Law and Jurisdiction

16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales save that the Seller may at its sole discretion elect to commence proceedings against the Buyer in the courts of any country.