

## CONDITIONS OF SALE

- (1) Definitions: -
  - (a) "the Company" means The Beck Company Limited
  - (b) "due date" means the last day of the month following the month of receipt of the goods by the buyer.
  - (c) "goods" means the articles or things or any of them described in the order placed by the buyer for the supply of the goods
- (2) Neither the buyer nor the Company shall be bound by any variation, waiver or addition to these conditions, in particular any variation in these conditions of the document of the buyer, except as agreed by both parties in writing.
- (3) No goods supplied by the Company are supplied on a sale or return basis.
- (4) Any time or date for delivery named by the Company is intended as an estimate only and the Company shall not be liable for the consequences, whether directly or indirectly, arising out of any delay.
- (5) The Company reserves the right to implement an interest charge calculated at 5% above HSBC Plc's minimum lending rate from time to time in force on all overdue accounts. Accounts shall be deemed to be overdue on the day after the due date.
- (6) The risk in the goods shall remain in the property until delivery to the buyer, whereupon it will pass to the buyer.
- (7)
  - a) All goods remain the property of the Company until the Company has received full payment from the buyer for all the buyer's outstanding debts due to the Company howsoever arising
  - b) Until the date of such payment the buyer will, if requested, store the goods so as to make clear that they remain the property of the Company
- (8) if payment of the price or any other sum payable by the buyer to the Company is not made on the due date the Company shall have the right, with or without prior notice, at any time, to retake possession of the whole or part of the goods (and for that purpose to go upon any premises occupied by the buyer) which are the subject of any contract made between the Company and the buyer under these conditions, or any variation thereof to the value of all sums due to the Company without prejudice to any other remedy the Company may have.
- (9)
  - a) Notwithstanding the foregoing conditions 6 and 7 the buyer shall have power to sell the goods as principle on the buyer's own account unless and until the buyer shall fail to pay the Company on the due date any sum payable under the contract with the Company, or if a receiving order shall be made against the buyer or the buyer shall become bankrupt, or enter into any agreement or composition with creditors, or being an incorporated Company shall have a receiver appointed or pass a resolution for winding up, or have an Order of Court made against it to any such effect
  - b) In the event that any of the events described in paragraph (9) a) shall occur or if the buyer defaults in any of his obligations under these conditions the Company may without prejudice to its other rights have the right forthwith to determine any contract then subsisting or to suspend or cancel further deliveries under this contract or require payment in advance for all or any further deliveries.
- (10) The Company reserves the right to implement a restocking charge of goods returned, subject to information relating to date of invoice purchase and resaleability of goods in question.
- (11) The buyer shall inspect the goods immediately on receipt thereof and shall, within 48 hours from receipt, give notice in writing to the Company of any matter or thing whereby he alleges that the goods are not in accordance with the contract. If the buyer fails to give such notice the goods shall be deemed to be, in all respects, in accordance with the contract and the buyer shall be bound to accept and pay for the same accordingly.
- (12) No claim for damage in transit or shortage of delivery will be entertained unless notice in writing is given to the Company and in the case of delivery by separate carrier, additionally to the carrier of the goods, within 48 hours of receipt of the goods by the buyer.
- (13)
  - a) Notwithstanding that any credit may have been given to the buyer for the payment of the price of the goods the Company shall be entitled to retain possession thereof until payment
  - b) In addition to any right which the Company may by law be entitled the Company shall, in the event of the buyer's insolvency, be entitled to a general lien on all goods of the buyer in the Company's possession (although such goods or some of them may have been paid for) the unpaid price of any other goods sold and delivered to the buyer by the Company under the same or any other contract.
- (14) Any written notice required to be served under these conditions shall be deemed duly served if, in the case of an individual, it is sent by ordinary first class post to his last known residential address or in the case of one address to a limited company if it is sent by ordinary first class letter post to its registered office, such notices shall be deemed to have been received and served when the same would have been delivered in the ordinary course of post