

## CONDITIONS OF SALE

### 1) DEFINITIONS

In these conditions "the Seller" means RT Ideas Limited trading as RT Promotions and "the Buyer" means the person or company to whom this document is addressed. "Goods" means the goods which the Seller is to supply in accordance with these conditions. "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes conditions agreed in writing between the Buyer and the Seller. "Contract" means the contract for the purchase and sale of the Goods.

### 2) FORMATION OF CONTRACT

- All sales are subject to these conditions as modified by any special terms overleaf or agreed in writing but excluding any and all printed terms of purchase proposed by the Buyer which are inconsistent with these conditions.
- Quotations are not offers. No contract shall result until the Buyer's order has been accepted by the seller in writing.
- All verbal acceptances of order are deemed made subject to these conditions of sale.
- All assurances given or terms discussed before order or arising from previous transactions shall take effect as part of this contract or as collateral warranty or contract, nor shall they bind the Seller in any other way, unless repeated in the Seller's quotation and set out clearly in the Buyer's written order.
- No statement, description, information warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any agents or employees of the Seller shall be construed to enlarge, vary or override in any way any of these conditions.
- The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

### 3) CREDIT SALES

Credit accounts may not be opened unless and until references are approved. Credit sale orders are accepted to trade references remaining satisfactory.

#### Terms of Payment

- Payment shall be due 30 days from date of invoice.
- The price of the goods shall be due in full to the Seller and the Buyer shall not be entitled to exercise any set-off, lien or any similar claim.
- If the goods are delivered in installments, the Seller shall be entitled to invoice each installment as and when delivery thereof has been made and payment shall be due in respect of each installment whereof delivery has been made, not withstanding any non-delivery or other default on the part of the Seller.
- If upon the terms applicable to any order, the price shall be payable by installments or if the Buyer has agreed to take specified quantities of the goods at specified times, a default by the Buyer in the payment of any due installment or the failure to give delivery instructions in respect of any quantity of goods outstanding shall cause the whole of the balance of the price to become due forthwith.
- In addition to its other remedies, the Seller reserves the right to charge interest on delayed payments from the due date on a day to day basis at a rate not exceeding 5 per cent above Bank of England minimum lending rate from time to time in force.

### 4) PRICES AND VALIDITY

Subject to the express provisions of any quotations, prices are quoted ex works and are valid for no longer than 30 days after dispatch of quotation. When not specifically quoted for work is carried out and goods are supplied at our charges current at the date of execution or dispatch respectively. Value Added Tax or any other Government tax or levy shall be payable on sales where appropriate in addition to the price.

### 5) COST VARIATION

Quoted prices are subject to amendment before or after acceptance to meet any rise in cost of particular materials or components specified by the Buyer. Alterations - Amendments instituted by the Buyer and resulting in further work having to be done may incur an additional charge appropriate to the extra work and any other additional costs entailed. Expedited Delivery - When work is re-arranged at the Buyer's request for delivery sooner than the quoted time, a charge may be made for overtime and any additional costs so incurred.

### 6) DELIVERY

- Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time of delivery shall not be of the essence of the contract unless expressly so stipulated in writing. If delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components, or any other cause beyond the reasonable control of the Seller a reasonable extension of time for delivery shall be granted and the Buyer shall pay such reasonable extra charges as shall have been occasioned by the delay.
- Where the goods are not delivered by the Seller, but by an independent carrier, delivery to the carrier shall be delivery to the Buyer.
- The Buyer shall note any claim for short delivery and/or damage to goods on the delivery schedule at the time of delivery and shall confirm such claims in writing to the head office within three working days from date of delivery. Compliance with this requirement shall be a condition precedent to any claim for short delivery and/or damaged goods. If short delivery does take place, the customer undertakes not to reject the goods but to accept the goods delivered as a part performance of the contract.
- If the Buyer fails to take delivery on the agreed delivery date or, if no specific delivery date has been agreed, when the goods are ready for dispatch, the Seller shall be entitled to store and insure the goods and to charge the Buyer the reasonable costs of so doing and to tender its account for the price under condition 4.
- Where the Goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

### 7) RISK AND PROPERTY

- Risk of damage to or loss of the Goods shall pass to the Buyer at the point of delivery.
- As the insurable risk in the Goods shall pass to the Buyer as soon as the Goods are delivered to him or to his order and pending disposal the keep the Goods insured in the amount of the price at which the Goods are sold to the Buyer against all insurable risks.
- If Goods are destroyed by an insured risk prior to the same being paid for by the Buyer, the Buyer shall receive the proceeds of any such insurance as trustee for the seller.
- Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property 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 of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods whether tangible or intangible, including insurance proceedings and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- Should the Buyer alter the Goods by subjecting them to any manufacturing process or incorporating them into another product or mixing them in any way then the resulting product ("altered goods") will pass into the ownership of the seller until payment due under all contracts between the Seller and the Buyer has been made in full and all the Seller's rights hereunder shall extend to the altered goods.
- Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

- The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- The Seller may maintain an action against the Buyer for payment of the agreed price notwithstanding that title in the goods has not passed to the Buyer.

### 8) MANUFACTURING QUANTITIES

In the manufacture of goods to the Buyer's specification, the right is reserved to consider a variation -5% or +10% of the exact nominated quantity and charged pro-rata to be due execution of an order.

### 9) DESIGN AND SPECIFICATIONS

It is the Buyer's responsibility to ensure that all approvals have been granted before manufacture commences and to satisfy itself that specifications are correct. The Buyer warrants that manufacture to his order will not involve the Seller in the infringement of patent, registered design or trademark or other right and will indemnify the Seller against all claims, costs and expenses incurred by any such infringement.

### 10) WARRANTIES AND LIABILITY

- "Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller. "Contract" means the Contract for the purchase and sale of the Goods. "Goods" means the Goods which the Seller is to supply in accordance with these Conditions.
- As the goods may be used for a multiplicity of purposes and in a multiplicity of ways over which the Seller has no control, all conditions or warranties, express, implied by statute or otherwise, as to their fitness for any particular purpose are hereby excluded.
- In the case of goods not of the Seller's manufacture, the Seller will pass on to the buyer any benefits obtainable under any warranty given by the Seller's supplier provided that the goods have been accepted and paid for.
- In the case of any claim under this paragraph the Seller reserves the right at its sole discretion to replace the goods or to credit to the Buyer, in full, the price paid by the Buyer to the seller.
- In order to exercise its rights under this paragraph, the Buyer shall return the defective goods carriage paid to the Seller's works.
- Nothing herein shall impose any liability on the Seller in respect of any defect in the goods arising out of the acts, omissions, negligence or default of the Buyer, its servants or agents, including in particular but without prejudice to the generality of the foregoing, any failure by the Buyer to comply with any recommendations of the Seller as to storage and handling of the Goods.
- Where the Goods are for delivery by installment any defect in any installment shall not be a ground for cancellation of the remaining installments and the Buyer shall be bound to accept delivery thereof.
- Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the full extent permitted by law.
- The Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise).

### 11) TOOLS

Tools, dies and drawings made for the manufacture of goods to be supplied to the Buyer shall remain the property of the Seller even though the Buyer may have been charged with a sum in respect of the cost of such, unless otherwise agreed in writing by the Seller.

### 12) BUYERS INSTRUCTIONS AND PROPERTY

The Seller accepts no liability for damage or loss of Buyer's property, which is held at Buyer's risk. Every care will be taken to secure the best results, but responsibility will not be accepted for imperfect work caused by defects or unsuitability of materials supplied by the Buyer. Additional cost due to the delay or impaired production caused by late delivery, poor quality or packing may be charged to the Buyer. Buyer's tools, fixtures, etc. are used at Buyer's risk and the Seller cannot accept any claim for loss or damage to the same. Liability cannot be accepted for Buyer's materials or its processing where subsequent use shows that the material is unsuitable for the purpose. All such materials, together with drawings, artwork, samples and whatever information is required from a Buyer must be received at due time to avoid interference with other contracted work. Prices and completion dates quoted are dependent on unimpeded progress and delivery of complete order.

### 13) FILMWORK

Film work that has not been used for three years will be disposed of.

### 14) SAMPLES

Samples, illustrations, drawings, etc., accompanying our quotations are to be regarded as approximate only and are not binding us in detail unless expressly said to be so in our quotation. Customer's alterations and additional proofs necessitated thereby shall be charged extra.

### 15) ASSIGNMENT

The Buyer shall not, without the Seller's prior written consent, assign or transfer or purport to assign or transfer the contract to which these Conditions relate or the benefit thereof to any other person whomsoever.

### 16) FORBEARANCE

No indulgence or forbearance extended to the Buyer shall limit or prejudice any right or claim available to Seller.

### 17) LAW

English law shall be the proper law of the contract and all claims under the contract shall be settled by reference to the English legal system. (All disputes between the parties shall be resolved by arbitration by an arbitrator to be agreed by the parties, or, in default of agreement, to be appointed by the president of the Chartered Institute of Arbitrators.)

### 18) NOTICES

Any notices required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant times have been notified pursuant to this provision to the party giving the notice. V2 09 2000