

Terms of Trade

1. In these conditions

- a) "The Company" means Descale Direct Limited.
- b) "The Purchaser" means the Person, Firm or Company purchasing the goods or services.
- c) "The Goods" means the goods, materials or services which shall be the subject of the contract between the Company and the Purchaser.
- d) "The Price" means the price specified in the Company's Quotation or otherwise communicated to the Purchaser and agreed.

2. Acceptance of Order

All estimates, quotations, proposals and other pre-contract communications by the Company, and all contracts entered into by the Company with the Purchaser for the supply of Goods are subject to these Conditions, which shall apply to the exclusion of all other conditions not expressly agreed to in writing by the Company, whether express or implied by law or otherwise. These Conditions may only be varied in writing signed by the respective duly authorised representatives of the Company and the purchaser.

No estimate, quotation or proposal issued by the Company is an offer which is capable of acceptance by the Purchaser to form a contract. The Purchaser's order shall be deemed placed upon these Conditions and shall constitute an offer which the Company may accept or reject. The Company may accept such offer in writing or otherwise, including for example by commencing supply of the Goods ordered. If the Company accepts the Purchaser's order then there shall be a binding contract between the Company and the Purchaser.

3. Carriage

Unless otherwise stated, for deliveries throughout the UK mainland excluding Northern Ireland, Isle of Man, Isle of Wight and Channel Islands, orders are carriage paid subject to minimum order. Orders under £250 are subject to part carriage charge of £25.00. In respect of express delivery requested by the Purchaser, then extra costs incurred are for Purchaser's account.

4. Prices

- a) The Company reserves the right to alter the prices at anytime. In such event the Purchaser shall be notified in writing at least seven days before implementation of price increase.
- b) All prices quoted are subject to VAT.

5. Shortages and Damages and/or Loss in Transit

Notwithstanding that prices are carriage paid, the Company will not accept responsibility for goods damaged in transit unless notification is received by Company and Carrier in writing or by fax within three days of date of delivery (time being of the essence). Shortages or non-delivery must be advised to the Company within ten days of date of despatch.

6. Credits

Allowance and Credits will only be given for damaged Goods actually returned or for shortage notified under (5) above. No goods are supplied on Sales or Return or on an exchange basis.

7. Payment

Payment Terms shall be within 28 days of the date of the Company's invoice unless otherwise agreed and no further extension of credit will be allowed. Interest will be charged on overdue accounts at the rate of 3% per annum above the base rate of Barclays Bank plc for the time in force.

8. Retention of the Company's Title to Goods

The Goods shall remain the sole and absolute property of the Company as legal and equitable owner until the Purchaser shall have paid the Company the agreed purchase price in full due in respect of the Goods. From time of delivery the Goods shall be at the risk of the Purchaser who until he becomes the owner of the Goods shall store them on his premises separately from his own goods or those of any other person so that the Goods may be readily identifiable as the goods of the Company and moreover, if so requested, the Purchaser shall label, mark or sign such Goods so as to indicate the Company's ownership.

The Purchaser's right to possession of such Goods shall cease upon the occurrence of any event entitling the Company to terminate any contract with the Purchaser in accordance with clause 10 below, whereupon the Company may repossess such Goods and the Purchaser shall afford the Company and its agents all such access to premises and other assistance as the Company may require in order to repossess such Goods.

9. Insurance

Notwithstanding anything to the contrary herein contained and until full payment has been made the Purchaser shall keep all the Goods fully insured and shall indemnify the Company against loss or damage thereto however arising.

10. Default

The Company reserves the right (without prejudice to its other rights and remedies) wither to terminate all contracts between the parties or to suspend further deliveries under it or require payment in advance in the event that:

- a. The Purchaser fails to pay for any one delivery when the same becomes due or commits any other material breach of any such contract and fails to remedy such breach within fourteen days after the Company has given written notice to the

Purchaser identifying the breach and requiring it to be remedied or otherwise the Purchaser's circumstances become unsatisfactory to the Company; or

b. the purchaser passes a resolution for winding up or a court of competent jurisdiction makes an order that the Purchaser be wound-up; or

c. a petition is filed before a Court of competent jurisdiction for the bankruptcy of the purchaser; or

d. a receiver, manager, administrator, administrative receiver or trustee in bankruptcy is appointed in respect of the Purchaser's business or any part thereof; or

e. the Purchaser ceases or threatens to cease to carry on business; or

f. if any event occurs in relation to the purchaser which is analogous under any foreign jurisdiction to any of the foregoing events.

Termination of any such contract for whatever cause shall be without prejudice to the Company's right to payment for Goods supplied under such contract and without prejudice to any right or remedy of the Company including without limitation any right to sue for breach of contract.

11. Warranty and Limitation of Liability

The Company warrants that the Goods are produced within the accepted tolerance levels in accordance with the standard specifications stated in the Company's official literature of the goods current at the relevant time. The Company's liability for any breach of such warranty shall be limited to the purchase price on the quantity of goods in respect of or in relation to which such loss or damage is claimed. Save as aforesaid all other conditions, guarantees or warranties whether expressed or implied by statute, common law or otherwise including (but without prejudice to the generality of the foregoing) conditions, guarantees or warranties as to the quality, fitness for purposes or descriptions of the Goods or their use under any conditions whether known or made known to the Company or not are hereby excluded. Subject as aforesaid the Company shall be under no liability in contract or tort for any loss or damage arising directly or indirectly out of the supply or used or Goods or containers, and in no circumstances shall the Company be liable to the purchaser in contract or tort or otherwise, for any incidental or consequential loss, save that the Company does not exclude liability for other than death or personal injury resulting from the negligence of the Company within the meaning of Section 1 of the Unfair Contract Terms Act 1977.

12. Force Majeure

The Company shall not be deemed in breach of any contract with the purchaser, or otherwise liable to the Purchaser, by reason of any delay in performance, or non-performance of any of its obligations under any such contract to the extent that such delay or non-performance is caused by any event or circumstance beyond its reasonable control.

13. Indemnity

The Purchaser shall indemnify the Company in respect of all damage or injury occurring to any person, firm, company property, and against all actions, suits, claims and demands, charges or expenses in connection therewith for which the Company may become liable in respect of the goods sold under the contract in the event that the damage or injury shall have been occasioned otherwise than by the negligence of the Company.

14. Miscellaneous

The contract of which these conditions form part is personal to the Purchaser who shall not assign the benefit thereof without the Company's written consent.

Any failure or neglect by the Company to enforce at any time any provision of any contract between the Company and the Purchaser shall not be construed or deemed to be a waiver of any of the Company's rights under such contract.

Any notice or communication required to be given under any contract with the purchaser shall be in writing and service thereof shall be effected by first class post, fax or by personal delivery. The address for service shall be the address of the addressee stated in such contract or such other address as may have been notified in accordance with this clause. Any such notice or communication served by fax shall be deemed to have been served at the time of dispatch, any notice or communication served by first class mail shall be deemed to have been served at the expiration of two business days from the date of posting, and any notice or communication served by personal delivery shall be deemed to have been served at the time of such personal delivery.

The conditions of the contract between the parties shall be construed and applied in accordance with the Law of England and the English Courts shall have sole jurisdiction in any dispute relating thereto.