

Standard Terms and Conditions of Sale

1. Definitions

“Seller” means JD Horizons Limited having an office at Grove House, Warford Park, Faulkners Lane, Mobberley, Cheshire, UK WA16 7PE.

“Buyer” means the person, company or corporation so described in the Order.

“Conditions” means the standard terms and conditions set out in this document and any varied or special terms and conditions agreed in writing between the Seller and Buyer.

“Contract” means the contract for the sale and supply of Goods subject to these Conditions.

“Goods” means the Goods (including any instalments of the Goods or any part of them) described in the Order.

“Order” means any written quotation by the Seller that is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller for the supply of Goods.

“Price” means the list price of Goods or such other prices as may be agreed in writing between the Seller and Buyer.

“Specification” means the sales specification provided by Seller or any other technical requirements agreed in writing between Seller and Buyer.

2. General Basis of Sale

2.1 These Conditions apply to all Contracts for the sale of Goods by Seller.

2.2 The placing of an Order by the Buyer shall constitute acceptance of these Conditions.

2.3 No Order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller.

2.4 No variation to these Conditions shall be binding unless agreed in writing between the Seller and Buyer.

3. Orders and Specifications

3.1 The Buyer shall be responsible to Seller for ensuring the accuracy of the terms of any Order submitted by the Buyer.

3.2 The quantity, quality and description of the Goods, shall, subject as provided in these Conditions, be as specified in the Order and any applicable specification as set out by the Seller.

3.3 Any Specification supplied by the Seller to the Buyer in connection with the Contract, together with all intellectual property rights in the Specification, shall be the exclusive property of the Seller.

3.4 The Seller reserves the right to make any changes in the Specification of the Goods which are required to conform with any statutory or other regulatory requirements applicable to the Goods.

4. Price and Payment

4.1 The Price shall be the Seller’s list Price or quoted Price. The Price quoted is valid for 30 days only, after which time it may be altered by the Seller without giving notice to the Buyer.

4.2 The Price is exclusive of any applicable value added tax (VAT) that the Buyer may be additionally liable to pay to the Seller.

4.3 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to Seller which is due to any factor beyond the control of the Seller, any change in Specifications, delivery dates or quantities which is requested by the Buyer or failure of the Buyer to give Seller accurate information or instructions.

4.4 The buyer shall pay the Price and any applicable VAT within thirty (30) days of the date of Seller’s invoice. The time of payment shall be the essence of the Contract. Receipts for payment will be issued only upon request.

4.5 If the Buyer fails to make payment by the due date then, without prejudice to any other right or remedy available to Seller, shall be entitled to - i) cancel the Contract or suspend any further deliveries to the Buyer ii) require payment in advance in relation to any Goods not previously delivered under the Contract or iii) be entitled to charge interest on overdue invoices, at a rate of 5 per cent above the base rate of the Bank of England, from the due date until payment is made in full.

4.6 The property of Goods shall remain in the Seller until it has received payment in full for supply of Goods under the Contract.

5. Warranties

5.1 The Seller warrants that the Goods sold to the Buyer shall be of merchantable quality and shall comply with the Specifications as described in the Order or as advised previously in writing by the Seller to the Buyer.

5.2 All express or implied conditions and warranties, statutory or otherwise, are excluded and all recommendations and advice given by the Seller or its agents, whether contained in the literature or otherwise to the Buyer, as to the means of storage, application and use of the Goods or their fitness for any purpose are

given without liability on the part of the Seller or its agents.

5.3 The Seller shall be under no liability in Contract or in tort for any injury, loss or damage whatsoever arising directly or indirectly out of the supply, storage, application or use of the Goods.

5.4 The Seller makes no warranty, express or implied, that the use of Goods contained in the Contract used either alone or in combination with other materials will not infringe any third party patent, and the Buyer shall assume all responsibility for investigating whether any such patents will be infringed by the use or sales of the Goods.

5.5 The Buyer shall indemnify the Seller against any claim alleging infringement of trade marks, patents, copyrights, registered designs or other intellectual property rights, which arise as a result of the Seller’s compliance with the Buyer’s specifications, designs or instructions.

5.6 The liability of the Seller for breach of any term, whether express or implied, of the Contract shall be limited to the Price of the Goods or, if lower, the reasonable cost of remedying such breach, provided that the Seller shall first be afforded the opportunity to carry out such remedial work.

6. Delivery and Risk

6.1 Unless otherwise agreed in writing, delivery of Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all necessary arrangements to take delivery of the Goods whenever they are tendered for delivery. Time for delivery of Goods shall not be of the essence of the Contract.

6.2 Each delivery or part delivery of an Order is considered a separate Contract and failure on the part of the Seller to make any delivery or part delivery shall not affect the Contract as to other deliveries.

6.3 In all cases where the Goods are collected by the Buyer or anyone acting on its behalf, delivery shall be deemed to be effected and risk in the Goods shall pass to Buyer when the Goods have been placed on the transportation vehicle.

6.4 In all cases where the Goods are to be delivered to an address in the UK or f.o.b UK port, delivery shall be deemed to be effected and risk in the Goods shall pass to the Buyer when the Goods have been offloaded from the transportation vehicle.

6.5 In all other cases where the Goods are to be delivered f.o.b, c & f, c.i.f. port of destination or by any other means involving marine transport, delivery shall be deemed to be effected and risk in Goods shall pass to the Buyer when the Goods have been delivered over the ship’s rail at port of destination.

7. Force Majeure

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock-outs, accidents, war, fire, breakdown of plant or machinery or shortage of raw materials and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the Contract.

8. General Terms

8.1 The Conditions herein override any differing conditions which may appear on the Buyer’s Order or similar document and govern all sales by the Seller and these conditions cannot be varied, suspended or added to except with prior written agreement of the Seller.

8.2 Nothing contained in these Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Conditions shall be deemed to construe either of the parties as an agent of the other.

8.3 The Contract between the Seller and Buyer for the sale of Goods shall not be assigned or transferred, nor the performance of the obligation sub-contracted, in either case by the Buyer, without the prior written agreement of the Seller.

8.4 The failure by either party to enforce at any time or for any period any one or more of the Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all aspects of the Conditions.

8.5 If any term of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect.

8.6 The Contract shall be governed and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the Courts of England.