



## **Countrystyle Group Terms and Conditions of Sale**

### **DEFINITIONS:**

- (a) "Goods" means the Goods or services which the Company is to supply in accordance with these terms.
- (b) "Company" means Countrystyle Group Ltd.
- (c) "Terms and Conditions" means the terms and conditions of sale set out below and any specific terms and/or conditions agreed in writing between the Customer and the Company. In the event of conflict, the terms in this document shall take precedence.
- (d) "Contract" means the Contract for the purchase and sale of Goods.
- (e) "Writing" includes communication by post, facsimile, e-mail and by personal delivery of documents.
- (f) "Acceptance" means confirmation in writing by the Company upon receipt of the Customer's order.
- (g) "Customer" means the person, firm or company described overleaf and who purchases the Goods or Service from the Company.

### **1. APPLICATION**

- (a) Unless otherwise specifically agreed in writing these Conditions shall be incorporated in every offer quotation acceptance and contract for the sale or supply of goods or services by the Company and together with the order to which they relate constitute the entire contract between the Company and the Customer. Any conditions proposed by the Customer which are inconsistent with these terms are hereby excluded (including any terms or conditions which the Customer purports to apply under purchase order, confirmation of order, specification or other document).
- (b) These conditions apply to all the Company's sales and any variation to these conditions and any representation about the Goods or services shall have no effect unless expressly agreed in writing by a representative of the Company.

(c) The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.

## **2. ACCEPTANCE**

(a) All quotations are given subject to confirmation by the Company upon receipt of the Customer's order and no contract shall be concluded until such confirmation is given or the Customer's order is otherwise accepted. Unless otherwise stated in writing by the Company each order when accepted constitutes a separate contract.

(b) All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

## **3. PRICES**

(a) Prices quoted are exclusive of VAT (unless otherwise stated) and are those in force at the date of quotation. Unless otherwise stated in the quotation (if any) given by the Company they may be varied at any time before delivery of the Goods or before performance of the Services provided the prices may be varied after a contract has become binding only by reason of an increase in the cost of the Company of raw materials or labour or by reason of a fluctuation in haulage rates.

(b) If prices are varied after a contract has become binding the Company shall give the Customer written notice of such variation and on receipt of such notice the Customer may cancel his order. In a case where goods are to be delivered or services are to be supplied in instalments the Customer may cancel payments only for the undelivered goods or the unperformed part of the Services. If the order is not cancelled the Customer shall be bound to pay the increased or varied price in respect of the goods delivered or Services performed after such notice is received. To be effective cancellations must be in writing and must be received by

the Company either within fourteen days of the date in which such notice was sent or at least twenty-eight days before delivery or performance is due, whichever is the sooner.

(c) Any variation or amendment requested by the Customer will only be valid and binding on the Company when subject to a change order relating to the order duly placed upon and accepted by the Company in writing and signed by a duly authorised representative, and subject to appropriate adjustment in price, delivery dates and other matters.

(d) Unless otherwise expressly agreed in the case of export sales, prices quoted also exclude all overseas taxes and tariffs and all costs of delivery which will be the responsibility of the Customer.

#### **4. RISK / TITLE**

(a) The Goods are at the risk of the Customer from the time of delivery.

(b) Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

- (i) the Goods; and
- (ii) all other sums which are or which become due to the Company from the Customer on any account.

(c) Until ownership of the Goods has passed to the Customer, the Customer shall:

- (i) hold the Goods on a fiduciary basis as the Company's bailee;
- (ii) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
- (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

(iv) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

(d) The Customer's right to possession of the Goods shall terminate immediately if:

- (i) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- (ii) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
- (iii) the Customer encumbers or in any way charges any of the Goods.

(e) The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

(f) The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

(g) Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

(h) On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 4 shall remain in effect.

## **5. LAW**

The validity construction and performance of any contract to which these conditions apply shall be governed by the law of England and any disputes shall be submitted to the English Courts.

## **6. PAYMENT**

(a) Payment by the Customer is due within 28 (Twenty Eight) days of the date of the invoice.

(b) If the Customer fails to pay the Company by the due date the Company may either suspend all further deliveries or performance of Services until payment is made in full or cancel the order and subsequent ordered insofar as goods remain to be delivered or Services remain to be performed there under.

(c) The Company reserves the right to charge interest when payment has not been made on the due date at the rate (both before and after judgement) of two per cent above Nat West Bank Plc base rate for the time being calculated on the outstanding balance from the due date for payment down to receipt by the Company of payment.

(d) Any sums paid by deposit, retainer or prepayment are not refundable in the event of a Customer cancelling an order. The Company reserves the right at any time and it's discretion to demand security for payment before continuing with or delivering any order.

(e) Payment of the price for the Goods is due in pounds sterling

(f) No payment shall be deemed to have been received until the Company has received cleared funds.

(g) All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

(h) The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

## **7. GUARANTEE OF QUALITY**

(a) The Company shall have the right, whether before or after the date of the order, to alter the specification of the Goods or any part thereof provided that such alterations shall not adversely affect the performance of the Goods.

## **8. USE OF THE GOODS**

Where the Goods are plant for use or operation at work (or are components for such plant) it is the Customer's responsibility to ensure that proper standards of safety are maintained in using the Goods and (without limitations) to pass on all instructions regarding such use to personnel and to arrange for their training in such use where appropriate. This obligation shall extend to taking all reasonable steps to ensure compliance with the Health and Safety at Work etc. Act 1974 in the event of sale on or other supply by the Customer.

## **9. INTELLECTUAL PROPERTY**

(a) The Company will Indemnify the Customer against any claim for infringement of Letters Patent Registered Design Trade Mark or Copyright (“Intellectual Property Rights”) by the use or sale of any of the Goods against all costs and damages which the Customer may incur in any action for such infringement or for which the Customer may become liable in any such action. Provided always that this indemnity shall not apply to any infringement which is due to the Company having followed any instructions furnished or given by the Customer or to the use of such Goods in a manner or for a purpose or in a foreign country not specified by or disclosed to the Company or to any infringement which is due to the use of the Goods in association or combination with any other goods not supplied by the Company. And provided also that this indemnity is conditional upon the Customer giving to the Company notice within 7 days in writing of any claim being made or action threatened or brought against the Customer and on the Customer permitting the Company at the Company's own expense to conduct any litigation that may ensue and all negotiations of the claim. The Customer warrants that any instruction furnished or given by it shall not be such as will cause the Company to infringe any intellectual Property Rights.

(b) The Customer shall indemnify the Company for any loss damage expense or liability in any suit or proceeding based upon any claim for the infringement of Intellectual Property Rights brought against the Company resulting from the Company's compliance with the Customer's designs or specifications and for any such infringement involving any marking or branding applied by the Company at the request of the Customer.

## **10. LIABILITY**

(a) Subject to condition 10(b) and condition 10 (c), the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (i) any breach of these conditions;
- (ii) any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
- (iii) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

(b) All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

(c) Nothing in these conditions excludes or limits the liability of the Company:

- (i) for death or personal injury caused by the Company's negligence; or
- (ii) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (iii) for fraud or fraudulent misrepresentation.

(d) Subject to conditions

- (i) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- (ii) the Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## **11. FORCE MAJEURE**

(a) The Company shall not be liable to the Customer to the extent that fulfilment of its obligations to the Customer has been prevented hindered or delayed by force majeure as herein defined.

(b) For the purpose of this Condition force majeure shall mean any circumstance beyond the control of the Company and shall include (without limitation):

- (i) Riot civil commotions war rebellion national or international emergency strikes lockouts or other labour disputes

- (ii) Destruction or damage due to natural cause floods fires explosions or breakdown of machinery
- (iii) Any order of a local national or international authority
- (iv) Shortage of labour equipment materials or supplies
- (v) Transportation embargoes of failure or delays in transport.

## **12. REGULATIONS**

The Customer warrants that it has complied with every applicable lawful requirement or instruction and (without Limitation) that it has obtained every necessary licence permit or authority that may be required in connection with the supply of Goods and Services to be carried out hereunder.

## **13. DEFAULT INSOLVENCY**

If the Customer shall commit a breach of any of its obligations to the Company under this or any other contract or if any distress or execution shall be levied upon the Customer's property or assets or if the Customer shall make or offer any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or (being a limited company) any resolution or petition for winding up shall be passed or presented (other than for the purpose of amalgamation or reconstruction) or if a receiver or administrator of its undertaking property or assets or any part thereof shall be appointed then the Company may without notice:

(a) suspend or determine the contract or any unfulfilled part thereof: and

(b) stop any goods in transit; and

(c) recover any Goods from the Customer's premises for which payment has not been made in full without prejudice to any other right or remedy which the Company may lawfully enforce or exercise. Any cost incurred by the Company during the process of recovering Goods from the Customer's premises for which payment has not been made in full, would be regarded as the debt of the Customer to the Company.

## 14. GENERAL

(a) The Customer shall not assign its interest in the Agreement without the written consent of the Company.

(b) Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

(c) If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

(d) Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

(e) Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

(f) The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

Countrystyle Group Ltd. 2008

E. & O. E.