

CENTRAL SUPPLIES (BRIERLEY HILL) LTD

Conditions of Sale

Conditions of Sale set out below apply to each contract for the sale of goods by Central Supplies (Brierley Hill) Ltd.

1. DEFINITIONS For the purposes of these Conditions of Sale the following definitions shall apply: "The company" shall mean Central Supplies (Brierley Hill) Ltd. Registered No. 2867452. "The Purchaser" shall mean the party described overleaf. "The Goods" shall mean all goods supplied by the Company to the Purchaser under this contract.

2. OVERRIDING PROVISIONS a) All offers are accepted and all Goods are sold subject to and upon these Conditions of Sale. No addition, alteration, variation or waiver of any term of these Conditions of Sale shall be binding unless agreed in writing by the parties. The Purchaser shall be deemed to have agreed these Conditions in relation to all present and future dealings between parties. b) No Purchaser Terms and Conditions of purchase and no other terms, conditions, warranties, particulars standards, criteria, specifications and other matters, whether written or, express or implied, shall form part of or be deemed to be incorporated into this contract unless agreed in writing by a duly authorised officer of each party.

3. CREDIT ACCOUNT The Company may, in its absolute discretion, refuse any application for a credit account or for an extension of an existing line of credit without disclosing the reasons for so doing.

4. DELIVERY Where the Company has agreed to arrange delivery of the Goods, the following provisions shall apply: i) The Goods will be delivered to the location stated on the order as accepted by the Company. ii) Times Quoted for the delivery represent only the Company's best estimates, time not being of the essence. The Company shall in good faith endeavour to meet such estimated times but reserves the right to vary the time of delivery and shall not be responsible for any loss or damage suffered by the Purchaser as a result of such variation iii) Delivery notes must be checked and signed at the time of delivery. iv) It shall be the duty of the Purchaser to examine the Goods upon delivery to ensure that the delivery is complete and that the Goods have not been damaged in transit v) In the event that any of the Goods have been damaged in transit or the delivery is incomplete the Purchaser shall notify the Company by clearly stating the nature of such damage or incomplete delivery upon the Delivery Note prior to signature thereof. vi) The Company's liability shall be limited to the purchase price of the Goods damaged or not delivered. vii) The Company shall be under no liability whatsoever if the Purchaser fails to give such notice of damage or non-delivery and any such damage to the Goods shall be deemed to have occurred after the transit is ended unless the contrary is proved by the Purchaser. viii) No Goods may be returned to the Company unless the Company's prior written consent is obtained.

5. PRICES Goods will be charged at the Company's prices ruling on the date of the order.

6. REPRESENTATION AND WARRANTY a) At the date of the delivery all Goods supplied by the Company shall conform to all United Kingdom statutory enactments which relate thereto and shall be free from defects in materials and design. b) The Company's liability for failure to comply with the aforementioned warranty shall be limited to the replacement charge of the Goods failing to comply with the warranty or at the option of the Company, issuing the Purchaser a credit note equivalent to the price of the Goods failing to comply with the Warranty The Company shall not in any event be liable unless: i) The Purchaser notifies the Company in writing within 1 (one) week of any date of delivery of the Goods or the expiration of the "best before" date(s) applicable to the Goods

(whichever is the earlier of the two) of any defect or failure to comply with United Kingdom statutory enactments and regulations; and ii) The Goods have been properly stored by the Purchaser at the correct temperatures. c) The Company's catalogues, price lists, and all descriptions other than any directly referable to the contract, are merely indications of the kind of goods supplied by the Company, and no particulars given in any of them shall bind the Company unless expressly agreed in writing by the Company. d) The Company reserves the right to make alterations to the design, appearance and technical specifications of the Goods from time to time, and at such time or at other times to make alterations to its advertise information concerning such Goods. Where such alterations are, in the reasonable opinion of the Company, likely to be of sufficient significance the Company shall give the Purchaser timely notice of the alteration.

7. LIABILITIES a) The Company shall not in any event be liable for any loss of profit or other indirect or consequential loss or damage howsoever arising. b) Except as specifically provided in these Conditions, the Company shall be under no Liability for any loss or damage whatsoever attributable to any act or default of the Company or failure to carry out the contract terms.

8. STORAGE/SHELF LIFE a) It is the Purchasers strict responsibility to ensure that stocks of the Company's Goods are rotated so that the oldest stocks are sold first. Purchaser agrees that no Goods will be sold by the Purchaser to third parties after the "best before" date of such Goods, b) The Purchaser agrees that it will indemnify the Company in respect of any loss, costs, liability or damages awarded against the Company in consequence of any breach by the Purchaser of its obligations pursuant to (a) above

9. INTERFERENCE WITH MARKINGS a) The purchaser shall not alter, obscure, remove, conceal or otherwise interfere with any markings, or other indication of source of origin, on any goods or their labelling and packaging. b) Where the Goods supplied are supplied in any packaging or containers designed by the Purchaser or which are marked in accordance with the Purchaser's specific requests, the Purchaser shall indemnify the Company in respect of any loss or liability incurred by the Company in consequence of any infringement of any patent, trade mark, registered design or copyright arising from the supply of Goods in any such packaging or containers.

10. TITLE AND RISK a) The risk in the Goods shall pass to the Purchaser upon delivery. b) Title to the Goods shall remain the property of the Company until such time as all debts and other liabilities (whether arising under this contract or otherwise) owed by the Purchaser to the Company have been paid in full. c) The Purchaser hereby irrevocably authorises the representatives of the Company to enter upon the Purchasers premises where the Goods are stored, or are thought to be stored, for the purpose of repossessing them and subsequently reselling them.

11. PAYMENT a) All accounts are due for payment at the Company's office at 2 Brook Park, Saltbrook Road, Cradley, Halesowen, B63 2QU (or such other location as shall be notified to the Purchaser) 28 days from the date of invoice or, at the discretion of the Company, by the 15th day of the month following month of delivery, time to be of the essence. All sums due to the Company shall be paid in full and the Purchaser shall have no right of set-off in any circumstances b) In the event that payment is not received by the Company by the due date, the Company shall be entitled to suspend all further deliveries until payment is received and/or repudiate the contract. In such event, the Company shall be entitled to sell any Goods still in its possession and the Purchaser shall indemnify the Company for any loss incurred thereby. c) The Company reserves the right to charge interest on all overdue balances calculated on a daily basis at the rate of 2% per annum above the minimum lending rate of Lloyds TSB PLC from time to time in force. d) Notwithstanding anything in these Conditions of Sale or implied to the contrary, in the event of the Purchaser ceasing to take supplies

from the Company (for whatever reason) or the Company ceasing to deliver supplies to the Purchaser (for whatever reason) the whole amount of monies due from the Purchaser to the date of cessation shall fall due for immediate payment. e) The Purchaser will be liable for all costs incurred by the Company in the recover of debts not paid by the due date. f) Payment may, at the discretion of the Company, be made by cheque, credit Transfer, direct debit or cash.

12. SET-OFF Where the Company owes any sums to the Purchaser in consequence of any trading arrangements or for the promotional or advertising contributions or for retrospective discounts, the Company shall settle such amounts by setting off such amounts against all sums owed to the Company hereunder.

13. DISCOUNTS No retrospective/turnover discounts will be given to the Purchaser unless the charges for the period covered have been paid in accordance with standard settlement terms.

14. WAIVER OF CONDITIONS AND INDULGENCE. Any concessions granted by the Company to the Purchaser or any waiver by the Company of its rights under these Conditions of Sale in respect of any particular transaction or series of transactions shall not be deemed an agreement to confer the same concession in respect of further transaction.

15. FORCE MAJEURE If the Company's ability to perform its obligations hereunder is limited, delayed or prevented in whole or in part by any reason whatsoever not reasonably within control of the Company, the Company shall be excused, discharged, and released without penalty from performance of the contract to the extent that such performance is so limited, delayed or prevented.

16. SUB CONTRACTS The Company shall in its discretion be entitled to subcontract its obligations, hereunder.

17. NOTICES All notices and communications made pursuant to these Conditions of Sale by one party to the other shall be validly given or made by letter by first class registered post sent to the addresses listed overleaf or such address as shall be notified to the party concerned. All notices sent in accordance with the above shall be deemed to have been received within forty-eight hours of date of posting.

18. ACCEPTANCE By signature and/or acceptance of Goods the Purchaser agrees to be bound by these Conditions of Sale.

19. MODIFICATION If any of these Conditions of Sale is held not to be valid but would be valid if any part of the wording were deleted or modified then the provision shall apply with such modifications as may be necessary to make it enforceable.