

**Armari Ltd. Standard Terms and Conditions of sale.**  
**2002/1**

**A. GENERAL**

A 1. All Orders shall be subject to these conditions. The acceptance by the Seller of any Order from the Buyer shall be deemed to incorporate these conditions and no variation contained in any document of the Buyer shall have any force or effect whatsoever unless the Seller has expressly agreed thereto in writing.

A 2. Any representation made by or on behalf of the Seller shall not have any force or effect whatsoever unless the Seller has expressly agreed thereto in writing.

**B. PRICES**

B 1. The price payable shall be that ruling at date of despatch of goods unless otherwise agreed in writing.

B 2. Seller reserves the right to revise prices prior to despatch of goods should the Seller sustain any direct or indirect increase in costs.

B 3. If Goods have been paid for in full prior to despatch no revision in prices may take place without the prior agreement of the Buyer and Seller in writing.

B 4. Unless varied in writing by the Seller, listed and advertised prices are exclusive of VAT and charges for shipping postage duties carriage etc., shall be for the account of the Buyer.

**C. DELIVERY**

C 1. Whilst every reasonable effort shall be made to adhere to agreed delivery date time of delivery shall not be the essence.

C 2. Delivery dates are estimates only and Seller shall not be liable for any losses costs damages or expenses incurred by Buyer or any other person or company howsoever arising, whether directly or indirectly, out of any failure to meet any estimated delivery date.

C3a). Unless the Contract provides to the contrary the Seller may deliver by instalments.

C 3.b). Where delivery is made by instalment each instalment shall be treated as a separate Contract and any delay default or non delivery in respect of any instalment by the Seller shall entitle the Buyer to cancel the remainder of the contract.

C3c). Failure by the Buyer to pay for any instalment or delivery when due shall entitle the Seller to withhold further deliveries and Buyer will be liable for any costs incurred by Seller relating to such goods which the Seller is then entitled to withhold.

**D. PAYMENT**

D1. Buyer must pay Seller the full amount of any

invoice prior to delivery of goods unless credit terms have been agreed in writing with the Seller.

D2. The time for performance of the Buyer's obligation (whether as to payment or otherwise) shall be of the essence so that failure to perform shall entitle Seller at its option to treat the Contract as repudiated by Buyer or to delay delivery until Seller is satisfied that the failure has been corrected.

D3. If any payment or part thereof is not received by Seller by the due date, Seller shall be entitled to charge interest on the outstanding amount at the rate of 2% per calendar month.

D4. Buyer shall make all payments free and clear of and without any deduction for any set off for counterclaim or, as required by law, any tax or other matter.

**E. OWNERSHIP & RISK**

E1. The ownership of the Goods passing under this Contract shall remain with the Seller who reserves the right to dispose of the goods until payment in full for the said goods has been received by the Seller.

E2. The risk in the goods for insurance purposes shall pass to the Buyer:

a) When the Seller delivers the goods in accordance with the terms of this contract to the Buyer or its agents or other person to whom the Seller has been authorised by the Buyer to deliver the goods or b) If the goods are appropriated to the Buyer but kept at the Seller's premises at the Buyer's request the Seller shall have no responsibility in respect to the safety of the goods thereafter and accordingly the Buyer should insure the Goods thereafter against whatever risk it considers appropriate.

E3. If payment due in accordance with the contract is overdue in whole or in part the Seller may without prejudice to any of its other rights recover or resell the goods or any of them and may enter upon the Buyer's premises by its servants or agents for that purpose. The Buyer shall be liable for all the Seller's costs in so doing.

E4. Such payments shall become due immediately upon commencement of any action or proceeding in which the Buyer's solvency is involved.

#### F. CANCELLATION&RETURNS

F1. The cancellation of an Order by Buyer shall not be effective without the prior consent of Seller and upon any cancellation the Buyer shall pay to the Seller such sum as is reasonable in respect of work done and materials ordered or supplied.

F2. No return Goods can be accepted unless a Goods Return Number is obtained from Seller by Buyer and is clearly shown on returned parcels.

F3. Seller reserves the right to levy a handling and stocking charge of 20% on Goods accepted for return if they were ordered in error or are no longer required.

F 4. Buyer will be liable for the cost of remedying damage to Goods returned where such damage has in the opinion of Seller been caused by goods being inadequately packaged by Buyer.

#### G. SUITABILITY

G 1. Except where the Buyer and Seller have expressly agreed in writing the Buyer is deemed to have satisfied himself as to the suitability of the Goods for which the Buyer requires them and the Buyer warrants to the Seller.

#### H. SHORTAGES AND DAMAGE

H 1. The Buyer shall inspect the Goods immediately upon delivery.

H2. Notification of damage or wrongly shipped goods or incompletely shipped goods must be made within 5 days of delivery. Any claim made outside 5 days will not be accepted.

H 3. Any Goods in respect of which a claim is made shall be preserved by the Buyer intact as delivered and at Buyer's risk for a period of 10 days within which time Seller or its agents shall have the right to inspect the Goods.

H 4. All original packing must be retained until inspected by Seller or its agents.

#### J. FORCE MAJEURE

J 1. Seller will not be under any liability whatsoever in the event of Seller being prevented or delayed from making delivery of Goods by any reason or cause beyond Seller's control.

J 2. Seller reserves the right to supply alternative Goods if the Goods ordered cannot be reasonably obtained.

#### K. NOWAIVER

K 1. Seller's failure to insist upon strict performance of any provision of these terms and conditions shall not be deemed to be a waiver of its rights or remedies or any

waiver by it of any subsequent default of the buyer in the performance or the compliance with any of the terms and conditions.

#### L. WARRANTY

L 1. Warranty is as expressed in Seller's or (in the case of a Third Party supplier) the manufacturer's Terms of Warranty.

#### M. LIABILITY

M 1. Seller will not be liable for any indirect, incidental or consequential damages.

#### N. DISPUTE

N 1. In the event of dispute between Buyer and Seller and should Seller so wish Buyer agrees to submit the dispute to professional third party arbitration as a legally binding alternative to court action.

#### GOVERNING LAW

These conditions shall be construed and operate in conformity with English law.