

## CONDITIONS OF SALE

### 1. Definitions

In these conditions the following expressions shall have the following meanings:

"The Company" means Sanglier Limited.

"The Customer" means the person, firm, company, organisation or public authority specified in the order of being a party to any contract to which these terms and conditions apply.

"The Goods" means the goods (including any instalment of the goods for or of them) which the Company is to supply in accordance with these Conditions.

"The Contract" means the contract for the purchase and sale of the goods.

### 2. Formation of contract

- 2.1 All contracts of sale made by the Company shall be deemed to incorporate these Conditions to the exclusion of any other terms and conditions in any document or other communication used by the Customer in concluding the contract with the Company. All contracts are personal to the Customer and may not be assigned.
- 2.2 No amendment or addition to these Conditions shall form part of any Contract unless agreed to in writing. Such amendment will entitle the Company to adjust the price and any delivery dates appropriately. Should any of these Conditions conflict with any conditions stated in the Customer's orders then these Conditions shall prevail absolutely.
- 2.3 Any advice or recommendation given by the Company or by its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.4 No order submitted by the Customer should be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorised representative. No order which has been accepted by the Company may be cancelled by the Customer except with the written agreement of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

### 3. Quotations

No quotation of the company shall constitute any offer and all quotations may be withdrawn at any time.

### 4. Containers

- 4.1 All reusable containers and reusable packaging (including "Chep Pallets") as specified on any delivery documents or otherwise ("the containers") shall remain the property of the Company and are to be returned to the Company or its agents. The Containers are to be used exclusively for the transport of the Goods and not for any other purpose or use.
- 4.2 The risk of loss or damage to the Containers shall pass to the Customer upon delivery and shall pass back to the Company only after the Containers have been collected by the Company or its agents, or delivered to the Company's premises (whichever is the earlier) unless otherwise agreed.
- 4.3 The Company shall be responsible for the return transport and carriage of the Containers. The Customer shall notify the Company immediately the Containers are emptied of the Goods.
- 4.4 In the event the Containers are not returned promptly the Company reserves the right to charge replacement costs to the Customer.

### 5. Prices

- 5.1 Unless otherwise agreed the price of the goods shall be the Company's list price (less any agreed discounts) applicable at the date of the Goods or, if earlier, the date of the invoice.
- 5.2 Unless otherwise specified prices are ex the Company's UK premises, include the cost of packing the Goods in accordance with the Company's normal practice to protect against damage or deterioration under normal transport conditions for delivery and exclude value added and any other tax which will be added to all invoices.

### 6. Payment

- 6.1 Payment is due in full (without any withholding set off or counterclaim being made for any reason whatsoever) and must be paid within 30 days from the invoice date provided that the Company may at any time, whether before or after acceptance of an order, in respect of any order or any instalment require payment in advance of or upon delivery of any instalment. Without prejudice to the Company's other rights and remedies the Company shall be entitled to interest on the amount outstanding at the rate of 4% above the base rate for the time being of Lloyds Bank plc calculated from day to day from the date upon which payment becomes due to the date of the actual payment and for the avoidance of doubt the payment terms set out above or otherwise agreed shall be of the essence of the contract.
- 6.2 Should the Customer make default in any payment or commit an act of bankruptcy or be the subject of a bankruptcy petition or execute an assignment for the benefit of his creditors or being a company enter into voluntary or compulsory liquidation or suffer a Receiver to be appointed over all or any part of his or its assets then without prejudice to any other rights or remedies the Company may cancel any undelivered or uncompleted portion of the Contract or cancel any other Contract with the customer and stop any of the Goods in transit and may without prejudice to any other rights demand immediate payment of any outstanding amount which may or may not be due and payable.

### 7. Property in Goods

- 7.1 Notwithstanding delivery and the passing of risk, the full legal and beneficial ownership in the Goods shall remain with the Company and shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Customer whether under the Contract or otherwise.
- 7.2 Until such time as the property in the Goods passes to the Customer the Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties, and properly stored, protected and insured and identified as the Company's property.

- 7.3 Until the property in the Goods passes to the Customer the Company shall be entitled at any time to require the Customer to deliver the Goods to the Company and if the Customer fails to do so forthwith upon demand, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

### 8. Delivery

- 8.1 Delivery shall occur upon the Delivery of the Goods to the Customer's UK premises unless otherwise agreed in writing.
- 8.2 Any dates quoted for delivery of the Goods are approximate only and the Company accepts no liability whatsoever for any loss or damage resulting from delay howsoever the same shall have been caused and for the avoidance of doubt the time of delivery shall not be of the essence of the Contract.
- 8.3 Where the goods are delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claims by the Customer in respect of any one or more instalments shall not entitle the Customers to treat the Contract as a whole as repudiated.

### 9. Risk of loss

Risk of loss, deterioration or damage to the Goods shall pass to the Customer when the Goods or any instalment of them is delivered.

### 10. Acceptance of Goods

- 10.1 The Goods shall be deemed to have been accepted by the Customer thirty (30) days after delivery unless:
  - 10.1.1 Within eight days after delivery, and without removing the goods from their original packaging, the Customer having examined the merchandise, promptly reports any complaints and allows immediate inspection by the Company of the Goods.
  - 10.1.2 In the case of a defect not discovered within the original eight day period, notwithstanding careful examination, becoming apparent thereafter the Customer provides the Company with a written report of a defect sent to the Company without delay and in any event within the thirty (30) days after delivery.
- 10.2 Any action taken under this clause as set out above gives no right to refuse acceptance of further deliveries under the same or any other contracts.

### 11. Limitation of Liability

- 11.1 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 7 days from the date of delivery or where the defect or failure was not apparent on inspection within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect of failure and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 11.2 Where any valid claim in respect of any of the Goods which are based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the goods (or the part in question) free of charge or, at the Company's sole discretion refund to the Customer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Customer.
- 11.3 Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Customer by reason of any representations, or implied warranty condition or other terms or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever which arise out of or in connection with the supply of the Goods or their use or resale by the Company except as expressly provided for in these Conditions.

### 12. Force Majeure

The Company shall without prejudice to any other provisions hereof be entitled to cancel or rescind any contract without liability for loss or damage resulting there from if the performance of its obligations under the contract is in any way adversely affected for any reason whatsoever not within the Company's control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Company's control:

Act of God, explosion, flood, tempest, fire or accident, war or threat of war or sabotage, insurrection, civil disturbance or requisition, Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority, import or export regulations or in obtaining raw materials, labour, fuel parts or machinery, power failure or break down in machinery.

### 13. General

- 13.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 13.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part of the validity of the other provision of the Conditions and the remainder of the provision in question shall not be affected thereby.

### 14. Governing Law and Jurisdiction

The contract shall for all purposes be governed and construed in accordance with the laws of England and the Company and the Customer hereby submit to the jurisdiction of the English Courts.