

REXEL UK LIMITED. TERMS & CONDITONS OF SALE

1. GENERAL

1.1 All orders for goods (the "Goods") to be supplied by Rexel UK Limited or any of its subsidiary companies as the case may be (hereinafter referred to as the "Company") are subject to these conditions of sale and the placing of an order by a buyer ("the Buyer") will constitute acceptance of these conditions.

1.2 These conditions may not be modified or varied unless the Company agrees in writing and the Company will not be deemed to accept any other conditions not waive any of these conditions by failing to object to provisions contained in any purchase order or other communications from the Buyer. No person has authority on behalf of the Company to vary any conditions except by a written variation signed by a director or the company secretary.

2. VALIDITY OF QUOTATIONS

2.1 Quotations from the Company are stated to be open for such time as may be specified in each such quotation and provided it is not withdrawn by the Company in such period it remains capable of acceptance. No binding contract will be created by the acceptance by the Buyer of the Company's quotation until notice of such acceptance has been given in a purchase order and has either been signed by the Company's duly authorised representative or the Company has indicated to the Buyer orally or in writing its acceptance of such order.

2.2 If the Buyer places an order with the Company without requesting a quotation from the Company or before such quotation has been provided, all deliveries carried out in satisfaction of such order will be subject to these conditions.

3. NEW ACCOUNTS

Prospective Buyers wishing to open a credit account are requested to complete and sign an Application for Credit Account form ("Application Form"). The Proprietor(s), Partner(s) or an authorised employee (if a Limited Company), must sign the Application Form. Until an Application Form has been received and a credit account approved [in writing], orders will not be accepted until cleared funds have been received.

4. SETTLEMENT TERMS

4.1 Unless otherwise agreed by the Company in writing, accounts are payable by the last working day of the month following the month in which delivery of the Goods takes place. If the Buyer has exceeded any agreed credit terms, the Company may demand immediate payment of all amounts outstanding from the Buyer to the Company on any account. The Company reserves the right to withdraw credit at any time and demand immediate payment of all monies outstanding.

4.2 The Company, at its discretion, shall be entitled to exercise its statutory right to claim interest under the Late Payment of Commercial Debts Regulations 2002, as modified or re-enacted from time to time. The Company may exercise this right, in addition to any other rights it may have in respect of Goods or non-payment.

4.3 Where the contract is to be or may be fulfilled in separate instalments, deliveries or parts, payment for each such instalment delivery or part will be made as if the same constituted a separate contract. Failure by the Buyer to pay for an instalment in accordance with this clause will entitle the Company without prejudice to its other rights and remedies to suspend further deliveries of Goods under any other contract to the Buyer, pending payment by the Buyer.

4.4 The Buyer will indemnify the Company against all cost, losses and liability including but not limited to all legal expenses and disbursements incurred by the Company in recovering any amount which is overdue from the Buyer to the Company pursuant of the Agreement or otherwise.

5. PRICES

5.1 Unless otherwise agreed in writing all orders are executed subject to prices and any relevant discounts ruling at the date of receipt of the order and any price list of the Company whether published or not will not affect the right of the Company to charge for Goods in accordance with this clause. All prices are subject to the addition of Value Added Tax at the appropriate rate.

5.2 In the event of termination, variation or suspension of a contract on the Buyer's instruction or by lack of instruction, the contract price will be adjusted to reflect the additional costs incurred by the Company. Where a price per unit has been quoted and the Buyer requires a smaller number of units to be delivered than those quoted for, the Company reserves the right to adjust the rates of prices applicable thereto.

6. CREDIT

Any contract will be subject to the Company being satisfied as to the Buyer's credit worthiness and without prejudice to the generality of the foregoing the Company may in its absolute discretion, having informed the Buyer that the Goods are ready for delivery, refrain from delivering the Goods until such time as the Buyer tenders the purchase money to the Company in a form satisfactory to the Company.

7. ORDERS

7.1 The Buyer may place orders by post, fax, e-mail or telephone.

7.2 Where orders are sent by post fax or e-mail in confirmation of telephone instructions the Buyer will ensure they are clearly marked as such, failing which any additional expense incurred by the Company as a result of duplication of orders will be charged to the Buyer.

8. DELIVERY

8.1 Delivery dates (if any) given by the Company are given in good faith to indicate estimated delivery times but will not amount to any contractual obligation to deliver at the times stated. The Company will not be liable for any loss including (but not limited to) loss of profit, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence) nor unless any delay exceeds 180 days will such delay entitle the Buyer to terminate or rescind the contract.

8.2 Failure by the Company to deliver any one or more (but not all) instalments in accordance with this contract will not entitle the Buyer to treat this contract as repudiated.

8.3 If the Buyer fails to take delivery of any of the Goods when they are ready for delivery, or fails to provide any instructions or authorisations required to enable Goods to be delivered on time the Goods will be deemed to have been delivered and (without prejudice to its other rights) the Company may:-

8.3.1 store the Goods until actual delivery or sale and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance); and/or

8.3.2 following written notice to the Buyer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price agreed with the Buyer.

9. PASSING OF TITLE/RISK

9.1 Risk of damage to or loss of the Goods will pass to the Buyer upon delivery.

9.2 Ownership of the Goods will not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to the Company from the Buyer on any account.

9.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:

9.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

9.3.2 store the Goods (at its own cost) separately from all other goods of the Buyer or any third party so that they are identifiable as the Company's property;

9.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

9.3.4 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer will produce evidence of the policy of insurance to the Company; and

9.3.5 hold any proceeds of such insurance on trust for the Company separately from any other money, and not pay the proceeds into an overdrawn bank account.

9.4 The Buyer may resell the Goods before ownership has passed to it provided such sale is:

9.4.1 in the ordinary course of the Buyer's business at full market value and the Buyer will account to the Company accordingly; and

9.4.2 on the Buyer's own behalf and the Buyer deals as principal when making such sale.

9.5 If the Company cannot determine which goods are the Goods, the Buyer will be deemed to have sold all goods sold by the Company to the Buyer in the order which they were invoiced to the Buyer.

9.6 The Company will be entitled to recover payment for the Goods notwithstanding that ownership of any Goods has not passed from the Company.

9.7 The Buyer 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 Buyer's right to possession has terminated, to recover them.

10. DELIVERY/CARRIAGE

10.1 The company normally makes no charge for delivery from its own warehouses within its normal delivery area but reserves the right to charge carriage for delivery outside such delivery area.

10.2 Where Goods are specially ordered from manufacturers, and a carriage charge is made by such manufacturers, the Company reserves the right to recover this charge from the Buyer.

11. PACKAGING

11.1 The Company may impose additional charges in respect of packaging it uses for transportation and delivery of the Goods. Any such charges will either be contained or referred to in the applicable quotation. For the avoidance of doubt, the parties envisage that such additional charges will be levied in respect of Goods which are despatched in crates, drums, cases, pallets or other similar packaging and may be levied at the company's discretion in the case of any other packaging

11.2 Where the Company charges for packaging pursuant to clause 11.1, unless otherwise specified by the Company, the Buyer will be entitled to a full credit for such additional charges, to be credited against subsequent invoices, so long as such packaging is returned undamaged to the Company carriage paid within 14 days of the date of the invoice for the Goods.

12. DAMAGE IN TRANSIT AND SHORTAGES

12.1 The Company will, when the price quoted includes delivery, repair or replace free of charge Goods damaged in transit provided that the Company and its designated carriers receive written notification of such damage within three days of delivery. Goods received in a damaged or unsatisfactory condition must be signed for as such.

12.2 On receipt Goods should be checked by the Buyer with the advice note enclosed with the Goods. Shortage claims will be considered if the Company and its designated carriers receive written notification of any such shortage within 3 days of delivery failing which no liability will be admitted. In any such case, the packaging and contents should be retained for inspection.

13. RETURNS

13.1 Goods correctly supplied may not be returned without the Company's written agreement. Goods so returned must be consigned carriage paid and accompanied by a packing note stating the Company's invoice number and date thereof together with the reason for return. In such circumstances, the Company may impose a restocking charge.

13.2 If the Goods (or any of them) are returned and are subsequently lost in transit the Company will only issue credit if it can be conclusively proved that the Company or its agents have actually removed the Goods from the Buyer's premises.

14 QUALITY

Unless the Company specifies otherwise in its quotation, the Company will not be liable for any defect in quality of any of the Goods, and the obligations of the Company in such respect will be restricted to applying its reasonable endeavours to:

14.1 transfer to the Buyer the benefit of any warranty or guarantee received by the Company in respect of the Goods; or

14.2 make and pursue any available claim under the terms of any warranty or guarantee as mentioned in clause 14.1. in the event of a claim being made, the Company will promptly account to the Buyer (to the extent of the Buyer's claim and subject to the deduction of an amount equal to the Company's reasonable costs incurred in making and pursuing such claim) for any proceeds resulting to the Company.

15 DESCRIPTIVE MATTER, SPECIFICATIONS AND ILLUSTRATIONS

15.1 All descriptive and forwarding specifications, drawings and particulars of weights and dimensions issued by the Company are approximate only and intended only to present a general idea of the goods to which they refer and will not form part of the contract.

15.2 The Company's policy is one of continuous improvement and it reserves the right to make reasonable changes to product specifications at its discretion. When placing an order with the Company, the Buyer must satisfy himself that the Company's then current specification of all the Goods is appropriate for its (or its customer's) requirements.

16. LIMITATIONS OF LIABILITY

16.1 Nothing in these terms and conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation, or the conditions as to title implied by section 12 of the Sale of Goods Act 1979 as amended from time to time.

16.2 Any quotation includes only such Goods accessories and work in the quantities and to the specifications, which are stated therein.

16.3 Subject to clause 16.1 and 16.2

16.3.1 the Company's total liability in contract tort (including negligence or breach of statutory duty) misrepresentation or otherwise, arising in connection with the performance of this contract will be limited to the price agreed for the Goods; and

16.3.2 the Company will not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term, or any duty at law or under the express terms of contract for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation (whether caused by the negligence of the Company, its employees, agents or subcontractors) which arise out of or in connection with this contract.

17. PATENTS

17.1 In the event of any claim being made or action brought against the Buyer in respect of infringement of British Patents by the use or sale of Goods supplied by the Company, the Buyer will notify the Company immediately and the Company will be at liberty with the Buyer's assistance if required but at the Company's expense to conduct through the Company's own lawyers and experts all negotiations for the settlement of the same or any litigation that may arise therefrom subject to such negotiations and provided that no Goods or any part thereof will be used for any purpose other than that for which the Company supplied them and the Company will indemnify the Buyer in respect of any such claims.

17.2 Where the Company supplies Goods produced in accordance with design or specifications provided by the Buyer, the Buyer warrants that to the best of its knowledge and belief such Goods do not infringe any third party right. The Buyer will indemnify and hold the Company harmless from all liability, claims, damage and costs and any other expenses in respect of any patent, trade-mark, design rights, know-how or other intellectual property which may be infringed (or alleged to be infringed) by the manufacture, sale or use of the Goods so supplied.

18. TERMINATION

Without prejudice to any other rights or remedies under the contract, either party may by written notice to the other, terminate the contract or (in the case of the Company) suspend future deliveries if:

18.1 the other fails to comply with any material obligation hereunder and such failure has not been remedied within ten days of written notification from the party requiring remedy.

18.2 The Buyer fails to furnish the Company with any information or instructions it requires to fulfil any order.

18.3 Any distress or execution is levied upon the Goods of the Buyer or if he makes or offers to make any arrangement with or for the benefit of his creditors or commits any act of bankruptcy or, being a limited company has a receiver appointed of its undertaking or assets or any part thereof or for the purposes of a reconstruction or amalgamation without solvency goes into liquidation or has an administrator or administrative receiver appointed.

19. COPYRIGHT

All drawings descriptions and other information submitted by the Company will remain the property of the Company together with the copyright therein.

20. VALUE ADDED TAX

Where chargeable Value Added Tax will be charged at the rate applicable at the date the Goods are despatched.

21. LEGAL CONSTRUCTION

21.1 Unless otherwise agreed by the Company in writing, these conditions will in all respects be construed and operate as an English contract, in conformity with English Law, and the parties submit to the exclusive jurisdiction of the English courts.

21.2 Any provision of this contract which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or part) will to the extent of such invalidity, voidance, unenforceability or unreasonableness be deemed severable and the other provisions of this contract and the remainder of such provisions will not be affected.

21.3 Failure by the Company to enforce or partially enforce any provision of this contract will not be construed as a waiver of any rights under this contract.

22. SAMPLES

Any samples submitted to the Buyer at the Buyer's request must be returned to the Company in good condition within ninety days of receipt or such shorter period as the Company may specify. The Company may charge the market value of all samples not so returned. Such market value will be the market value on the date when the sample was due to be returned.

23. CANCELLATION OF AN ORDER

The Company reserves the right to refuse to accept any cancellation of an order other than in accordance with the provisions of condition 18 unless notification in writing is given to the Company and accepted in writing by the Company. In the event of any cancellation the Buyer must pay expenses incurred by the Company.

24. MINIMUM INVOICE VALUE

The Company reserves the right to impose a surcharge on orders less than GB£5 net value exclusive of VAT and a minimum invoice charge of GB£5 plus VAT will be imposed.

25. CERTIFICATION

A buyer requiring Goods from a quality assured source or certificates of conformity must specify its requirements in writing at the time of placing the order.

26. FORCE MAJEURE

26.1 The Company will not be liable to the Buyer in any matter or be deemed to be in breach of this contract (subject to condition 16) because of any delay in performing or any failure to perform any of the Company's obligations under this contract if the delay or failure was due to any cause beyond the Company's reasonable control.

26.2 Without prejudice to the generality of condition 26.1 the following will be included as causes beyond the Company's reasonable control:

26.2.1 governmental actions, war, threat of war, national emergency, riot, civil disturbance, sabotage or requisition;

26.2.2 Act of God, fire, explosion, flood, epidemic or accident;

26.2.3 Import or export regulations or embargoes;

26.2.4 Labour disputes not including disputes involving the Company's work-force; or

26.2.5 Inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour.