

## TERMS AND CONDITIONS OF SALE

In these Terms and Conditions "Company" means Sykes-Pickavant Limited and "Customer" means the person or Company that purchases the goods. "Goods" means the goods or services specified in the Company's invoice.

1. These terms and conditions apply to all contracts for the sale of Goods to, or provision of work for, the Customer to the exclusion of any terms and conditions specified by the Customer.

2. All prices quoted in brochures, catalogues or on the Company's web site are subject to confirmation at time of order and are exclusive of VAT which will be chargeable in accordance with legislation current at the date of supply.

3. Credit limits may be given to approved accounts at the sole discretion of the Company, but the Company will require trade references. At its sole option the Company may cancel or amend a credit limit previously granted.

4. A Purchase Order must be provided by the customer. The Purchase Order number will be provided on our resulting invoice(s).

5. Unless otherwise stated on the invoice, payment of accounts must be effected within 30 days of Invoice date. Failure to effect payment when due will result in suspension of deliveries without prejudice to any other remedy which the Company may have. If payment is not made on the payment due days or otherwise any of these terms are not complied with, the Company may at its absolute discretion withhold further deliveries and may without notice charge interest from the due date on monies outstanding on a per diem basis at the rate of 8% over the base lending rate from time to time of Natwest Bank. No time or indulgence allowed by the Company shall prejudice any contractual right or remedy of the Company. We reserve the right to take action to recover all monies owing at that date whether overdue or otherwise and including any appropriate costs and interest.

6. Title in all Goods supplied by the Company shall vest in the Company until the Company has received full payment in respect thereof. Risk in Goods supplied passes to the Customer on despatch.

7. The Company warrants to the Customer only that any Goods supplied by it, function in accordance with any specification provided in documentation accompanying the Goods, provided always the Goods have been used strictly in accordance with the Company's instructions, and, without prejudice to the generality of the foregoing. Save as herein provided, all representations, conditions, warranties or other terms whether expressed or implied or whether or statutory or otherwise are hereby expressly excluded. Under no circumstances shall the Company be liable to the Customer or to third parties for loss (including, but not limited to, loss or profit or data) damage or injury howsoever arising. In any event, the total liability the Company shall have to the Customer shall not exceed the value of the Goods covered by the invoice. In the case of Goods not of the Company's manufacture, the Company will extend the Customer the benefit of any guarantee, warranty or condition which may have been granted to the Company by the supplier of the Goods and will take such steps as the Customer may reasonably require to enforce such rights but save as aforesaid no condition or warranty is given by the Company in relation to such Goods that are not of its manufacture. The warranties in this clause in no way invalidate any statutory right of the Customer.

8. The Customer's attention is drawn to the Distributor Administration Procedures and in particular but, without prejudice to the generality of the foregoing, to the procedure laid down in respect of Goods which are allegedly damaged, incorrect or short-shipped. No Goods will be accepted for return and no credit notes will be issued in the absence of compliance with the procedure laid down. Return goods, damage or shortages must be lodged within 7 days from receipt of the goods to customer services by email [sales@sykes-pickavant.com](mailto:sales@sykes-pickavant.com). Claims after this period will not be accepted. The return of goods must be accompanied with the return goods authorisation number clearly on the box and paperwork and will not be accepted unless the Seller or its representatives shall first have had the opportunity of examining them and have previously agreed to their return. Goods can only be returned for credit if in new condition and by prior agreement, a 20% handling charge will be deducted for each return. Credit notes are valid for a period of 6 months from credit date. The buyer will be liable for payment if the above conditions are not observed. Any returns made without authorization will be returned to the customer and invoiced for the return carriage.

9. Orders may not be cancelled once in transit.

10. All goods in our range are warranted to do the work for which they are designed and intended. If any goods are shown, to our reasonable satisfaction to be defective by reason of faulty material or workmanship whilst being used for their proper purpose they will be replaced or repaired free of charge. A copy of the end user sales receipt must be enclosed for each item with full details of the specific reason for return. Our guarantee extends only to those components' parts found to be faulty and not to complete sets. Items that show fair wear and tear or damage through misuse are not product faults and will not be considered for repair or replacement. Distributors are not authorized to replace goods from stock. No liability will be accepted for any claims for materials or consequential losses.

11. If the Customer shall make default in or commit any breach of the contract or any other of the obligations to the Company or if the Customer shall become insolvent or bankrupt or make any composition or arrangement with creditors or being a company shall have a Receiver appointed or enter into liquidation whether voluntary or compulsory or if any exception or distress shall be levied against the Customer's goods the Company shall have the right to determine any contact then subsisting by giving notice to the Customer without prejudice to any claim or right the Company may otherwise make or exercise.

12. The failure by the Company at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.

13. Each of the above conditions shall be read and construed independently of each other so that if one or more is held to be invalid as an unreasonable restraint of trade, or for any other reason whatsoever, then the remaining Terms and Conditions shall be valid to the extent they are not held to be so invalid. Further, in the event that any Terms and Condition shall be found to be void but will be valid if some part thereof were deleted then such Term and Condition shall apply with such modification as may be necessary to make it valid and effective.

14. The Company shall not be liable for delay or failure in performing its obligations under the contract to the extent that failure or delay is caused or contributed to by any act of God, war, civil commotion, riot, strike, lockout, trade dispute, breakdown, accident or any other happening or event whatsoever (whether or not of a kind similar to those before mentioned) beyond the control of the Company.

15. The contract between the Company and the Customer shall be governed by and construed in accordance with English Law