



PHOENIX & FRAGRANCES LTD: TERMS AND CONDITIONS OF SALE

1. QUOTATIONS

Quotations are subject to confirmation on receipt of order

2. VALUE ADDED TAX

The seller shall be entitled to charge the amount of any value added tax payable whether or not included on the quotation or invoice.

3. TERMS OF PAYMENT

(a) Strictly thirty days following delivery

(b) In the case of contracts involving more than one delivery, if default is made in payment on due date for any one delivery the seller at his opinion shall be entitled to treat the contract as repudiated by the buyer and to claim damages accordingly.

(c) An order once placed cannot be cancelled except by mutual agreement and then only under terms which would fully indemnify the seller.

(d) If payment of the price or any part of installment is not made on the due date the seller shall be entitled to charge interest on the outstanding amount at the rate of 2, 5% plus prime bank rate per calendar month and any other costs incurred in relation to the recovery of any sums outstanding shall be for the buyer's account

(e) No deductions shall be made by the buyer in respect of any set-off or counter claim howsoever arising.

4. DELIVERY AND CHARGES

(a) Delivery of work shall be accepted when tendered and thereupon or on notification that the work has been completed the ownership shall pass and payment shall become due.

(b) Where contracts provide for deferred deliveries such deliveries shall be accepted as specified in the contract (or as soon thereafter as ready) provided that all deliveries shall be accepted within six months from the date specified for the first delivery date and in any delivery the balance remaining undelivered shall be invoiced (payment for such balance immediately thereupon becoming due) and storage costs charged to customer's account, the goods being held at customer's risk.

(c) Each delivery shall constitute a separate contract and any failure or defect in any one delivery shall not vitiate the contract as to the remaining deliveries.

(d) Delivery dates and times quoted by the Seller are estimates and any delay in meeting delivery dates will not give rise to a right to cancel the order or to a right to any form of compensation or damages.

(e) Should expedited delivery be agreed and necessitate overtime or other additional cost, any additional charge may be raised.

(f) Should work be suspended at the request of or delayed through default of the customer for a period of 30 days the Seller shall be entitled to payment for work already carried out and materials specially ordered.

5. RETURNS PROCEDURE

Complaints or claims relating to matters other than provisions or terms implied by statute will only be entertained if lodged by the buyer within seven days of receipt of the goods, or if related to the transport of the goods, within such time as will enable the seller to comply with the time limit and

procedure of the Railway Companies or other carriers by whom the goods were transported.
Before returning any goods the buyer shall first notify the Seller or his representative of his desire to return the goods together with the reason for the return.

Goods incorrectly ordered by the buyers shall be returnable only at the sole discretion of the Seller and subject to a return charge of 20% of the net order value.

6. EXCLUSION OF LIABILITY

Any express or implied statement, condition or warranty statutory or otherwise not stated herein is hereby excluded to the extent permitted by law and is deemed to be inconsistent with the terms herein contained.

The Seller hereby excludes any liability, whether arising out of the negligence of the Seller or in contract, for any

loss or damage including consequential loss arising out of the use or supply of the goods supplied, except that the Seller shall be liable for injury (including death) to any persons which may arise as a result of the negligence of the Seller.

7. COST VARIATION

Prices are subject to revision in the event of any increase in costs incurred by the Seller between date of confirmation of order and date of delivery to buyer.

8. CUSTOMER'S PROPERTY

Customer's property when supplied will be held at customer's risk. Every care will be taken to secure the best

results where materials are supplied by customers, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied. Additional cost incurred if materials are found to be unsuitable during production may be charged. Quantities of materials supplied shall be adequate to cover normal spoilage.

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9. SAMPLES

Where samples of goods are submitted by the Seller prior to a contract being made, it is on the basis that such

samples are indicative only of the general type and quality of goods quoted for and any warranty or condition, express or implied, statutory or otherwise that the goods will correspond precisely with such samples given, is hereby excluded to the extent permitted by law.

10. FORCE MAJEURE

Every effort will be made to carry out the contract but its due performance is subject to cancellation by the Seller

or to such variation as he may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the Seller's control.

11. GENERAL LIEN

Without prejudice to other remedies, the Seller shall in respect to all unpaid debts due from the customer have a

general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on expiration of 14 days notice to dispose of such goods or property as he thinks fit and to apply any proceeds towards such debts.

12. RETENTION OF TITLE

(a) From the time of delivery goods shall be at the risk of the customer who shall be solely responsible for their

custody and maintenance.

(b) The goods shall remain our property until payment for the same has been made in full and unconditionally or

until the goods or any of them are sold by the customer bona fide in the ordinary course of his business at full market value.

(c) Until sale by the customer as aforesaid he shall hold the goods as bailee and shall keep them separate and

identifiable from all other in his possession.

(d) In the event of sale by the customer or in any other event whereby title or ownership of the goods passes

from ourselves our beneficial entitlement shall attach to the proceeds or any claim therefore shall be held by the customer upon trust for ourselves and a customer shall stand in a strictly fiduciary capacity in respect thereof.

(e) Pending sale of the goods or any of them by the customer, the customer shall if we so desire deliver up the

goods to us on request.

(f) In the event of failure to pay the full price for the goods in accordance with the terms agreed we shall have

the power to re-sell the same after reasonable notice and may enter on customer's premises to enable us to do so such power being additional to (and not in substitution for) any power of sale arising by operation of law or implication or otherwise.

13. JURISDICTION

These terms and conditions shall in all respects be construed in accordance with the laws of England, unless

otherwise agreed in writing by the parties.

14. SEVERABILITY

If and to the extent that any provision or any part of the Seller's standard terms and conditions are illegal, void

or unenforceable for any reason then such provision or part thereof shall deemed to be severable from the remaining provisions, or part thereof as the case may be, and all such remaining provisions shall remain in full force.

15. DEFINITIONS

The titles to the clauses contained herein are for the purposes of convenience only and in no way materially

alter the construction or effect of any of the clauses.