

Conditions of Sale

1. Definitions

- 1.1 In these conditions of sale;
- (a) "Company" means Synergy Hardware Limited
- (b) "Goods" means the products and/or services to which this document relates and
- (c) "Buyer" means the purchaser of Goods from the Company.

2. General

2.1 All orders are accepted and Goods supplied by the Company subject to these terms and conditions. No addition or variation of these, whether contained in the Buyer's order or otherwise shall apply unless agreed in writing by the Company.

3. Prices

3.1 Except in respect of where the price is expressly stated to be fixed for a specific delivery period the prices charged for the Goods will be those ruling at the date of despatch.

3.2 Unless previously agreed in writing, any quotation issued by the Company shall remain open for acceptance for a period of 30 days from the date thereof. In any event and notwithstanding the foregoing, any offer by the Company shall be subject to the right of the Company to evoke any offer at any time by notice to the offeree.

3.3 Unless previously agreed otherwise in writing, prices stated by the Company are for delivery to UK mainland only.

3.4 Unless previously agreed otherwise in writing, the price of all Goods shall exclude Value Added Tax and all applicable taxes and duties, the cost of which shall be determined at the date of the invoice and shall be payable by the Buyer.

3.5 All orders will be subject to a minimum charge of £25.

4. Delivery

4.1 All orders, or call-offs of £500.00 net value and over will be delivered "carriage paid" to all parts of the UK mainland. Shipments to Channel Islands, Isle of Man, Scottish Isles, Northern Ireland and Republic of Ireland will be delivered "carriage paid" on orders or call-offs of £1250 net value and above. Orders for delivery to all parts of the UK mainland and below the carriage paid values will be subject to a £15 next day delivery charge. All requests for any special transport will be priced upon request.

4.2 The Company accepts no liability for any loss or damage resulting from delay in supplying the Goods or for their non-supply, and any dates provided for delivery shall be regarded as estimated only and may be subject to change without advance notice.

4.3 Non-delivery of materials must be reported within five working days from invoice date. Delivery discrepancies must be reported in writing within three working days of goods being delivered.

4.4 Where the Goods are to be 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 claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the contract as a whole as terminated

5. Payment

5.1 Payment of accounts is to be in full 30 days after the month of the Company's invoice. Time for payment shall be of the essence.

5.2 If the Buyer fails to make due payment of any money owed by it to the Company on whatever account, the Company may withhold delivery of all or any part of any Goods sold to the Buyer until payment in full of all money

then due, and during such time any Goods so withheld shall be at the sole risk of the Buyer.

5.3 We reserve the right to charge interest on overdue accounts at the current rate under the Late Payment of Commercial Debts (Interest) Act 1998.

5.4 The Company shall be entitled to recover all costs and expenses incurred by the Company in the collection or recovery of sums due and the Buyer hereby agrees to indemnify the Company in respect of all such costs and expenses.

6. Passing of Risk & Title

6.1 The risk in the Goods shall pass from the Company to the Buyer upon delivery of the Goods to the Buyer, or to an address given by the Buyer. However, notwithstanding delivery and the passing of risk in the Goods, title and property in the Goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the Company and the Buyer.

6.2 Until such full payment, the Buyer acknowledges that they are in possession of the Goods as the Company's bailee. The Buyer shall store the Goods separately from their own goods or those of any other person and in a manner which makes them readily identifiable as the Company's Goods and shall make reference to the Company's title in the Goods on the Buyer's accounts.

6.3 If payment is overdue the Company may, without prejudice to any of their other rights, recover and/or resell the Goods and the Buyer hereby irrevocably licences the Company or their agents to enter upon any premises where they are stored or where they are reasonably thought to be stored for the purpose of such recovery and/or resale.

6.4 Payment shall become due immediately upon the commencement of any act or proceedings in which the Buyer's solvency is involved.

6.5 In the event of the Buyer purporting to sell the goods to a third party before payment has been made to the Company any such proceeds of sale shall be received and held by the Buyer as the Company's agent. The Buyer therefore acknowledges and agrees to stand in a fiduciary relationship to the Company and must strictly account to the Company the proceeds

7. Defective Goods

7.1 The Company warrants the Goods against defects in design, materials and workmanship which become apparent within the warranty period applicable to the Goods which shall be a period of two years from the date of issue of the Company's invoice.

7.2 The Company's liability for defective Goods under this warranty is limited to repairing or, at its option, delivering replacements to the Buyers UK warehouse on an exchange basis, such Goods (or parts thereof) or crediting the Buyers account to the invoice value.

7.3 In the event of the Buyer becoming aware of a defect in the Goods during the Warranty Period, the Buyer shall within 14 days of discovering such defect supply the Company written particulars of such defect and at the Company's sole option either return the Goods to the Company at the Buyers expense and risk or permit the Company to inspect the same at the Buyers premises and use its best endeavours to provide to the Company all necessary access and other reasonable facilities and all information, particulars and assistance required to enable the Company to ascertain or verify the nature and cause of

the defect claimed and to carry out its warranty obligations.

7.4 The above warranty shall not apply to any defect discoverable on inspection at time of delivery or caused in whole (or in part) by any alteration or addition to the Goods (other than by the Company) or by use or storage of the Goods in a manner contrary to any written instructions of the Company, or for purposes for which the Goods were not designed, or by faulty installation, maintenance or repair by the Buyer or any third party. To maintain this warranty in full force and effect the Goods must be fitted in accordance with the Company's fitting instructions and templates and must be maintained in accordance with the Company's maintenance guidance.

7.5 The Company shall be under no liability whatsoever to repair, replace or make good any loss, damage or defect which results from wear and tear, accident, neglect or misuse.

7.6 When any defective Goods are replaced, the provisions of these Conditions of Sale shall apply to the replacement Goods from the unexpired balance of the Warranty Period.

8. Force Majeure

8.1 The Company shall have no liability in respect of any failure or delay in fulfilling any of its obligations under these Conditions of Sale to the extent that fulfilment thereof is prevented, frustrated, impeded and/or delayed as a consequence of any force majeure and or any occurrence whatsoever beyond the control of the Company.

9. Limitation of Liability

9.1 It is expressly stipulated that in the event of any claim being made by the Buyer against the Company in respect of the Goods or any matter arising from or in relation to the order relating thereto the liability of the Company shall be limited (in respect of each claim or series of connected claims) to the invoice value of the Goods and under no circumstances shall the Company be liable for loss of profit or any consequential loss howsoever arising.

10. Assignment

10.1 The Buyer shall not assign, or otherwise transfer all or any of its rights, interest or obligations under this agreement without the prior written consent of the Company.

11. Waiver

11.1 Failure or delay by the Company to enforce any of its rights against the Buyer shall not be construed as a waiver of such rights.

12. Law Applicable

12.1 Each order placed on the Company will be subject to these Conditions of Sale which shall be governed by and constructed in all respects in accordance with the laws of England.