

## ORION (GB) LIMITED - THE STANDARD TERMS & CONDITIONS OF SALE

1. Unless otherwise agreed in writing by Orion (GB) Limited ('the Company') the following conditions shall be deemed to be incorporated in to all contracts and agreements for the sale of goods by the Company as described overleaf ('the Goods') to the customer named ('the Buyer') that they shall take precedence over any other terms and conditions.
2. These conditions shall be construed in accordance with English laws.
3. The price is that appertaining at the date of acceptance of order and is subject to variation without notice arising from any increase in cost of labour or components, adverse movements in the rate of exchange or other circumstances whatsoever beyond the Company's reasonable control.
4. Save with the prior written consent of a director of the Company this contract shall not be severable by the Buyer who shall comply with the whole agreement.
5. The placing of the order with the Company shall be deemed acceptance of these terms whether each order be oral or in writing whether signed or not. Any employee of the Buyer placing an order for and on behalf of the Buyer shall be deemed to have full authority so to act.
6. The Company shall use its best endeavours to comply with agreed delivery dates for goods but shall not be liable for any delay beyond the Company's reasonable control however occasioned nor shall any such delay affect the sale or enable the Buyer to any rebate in price nor to refuse to accept delivery of the whole or any part of the goods.
7. Delivery:
  - (a) All goods if delivered by Company's vehicle shall be deemed delivered when left at the Buyer's premises whether or not signed for. The confirmation of delivery by the Company's employee making the delivery shall be final and conclusive.
  - (b) If delivery is made by carrier, delivery by the Company or the carrier shall be deemed good delivery to the Buyer without further proof of receipt.
8. Payment for goods shall be made within the time for settlement stated on the invoice. In the event of delay interest on overdue payment shall accrue from the settlement date until payment at the rate of two percent per month until actual payment. Any legal costs incurred in obtaining payment will be payable by the Buyer.
9. In the event of the Buyer refusing to accept delivery of all or part of the goods the Company may at its absolute discretion either demand payment in full for the goods together with storage charges until delivery and re-delivery charges or re-sell the goods and charge the Buyer with any shortfall. The Buyer, in the event of re-sale, shall assume the best price available has been obtained.
10. In the event of any cheque not being met on first presentation or any payment being delayed beyond the due date, or any payment being deferred, the Company shall have the right (in addition to interest chargeable under clause 8) at its option to terminate the contract or to defer outstanding deliveries. In the event of termination the Company may dispose of any goods in its power and take immediate proceedings for breach of contract.
11. If the goods are sold or custom manufactured by sample or drawing the Buyer shall accept minor variations and shall only be entitled to refuse to accept the whole or any part of the goods if the difference is such as to render the goods totally unfit for the purpose for which they are sold.
12. Unless stated on the invoice that goods are guaranteed then All Terms, Conditions and Warranties (whether implied or made expressly) whether by the Company, or its servants or agents, or otherwise relating to the quality and/or fitness for the purpose of Goods or any of the Goods are excluded. Any guaranteed items set out exclude glass breakages, parts susceptible to wear and tear and any colour fading that may occur. Only mechanical or manufacturing defects will be covered for a period of one year.
13. No return of goods shall be accepted without prior agreement in writing. Claims must be made in writing for non-delivery within ten days of invoice date and for damage or shortages within ten days of delivery. Notification to be sent direct to carriers and also to the Company.
14. Breakage on earthenware glass and china: the first five percent of invoice amount for Buyer's account.
15. The Buyer hereby expressly warrants that he is not insolvent and has not committed any act of bankruptcy or if the buyer is a company (whether limited or not) does not know of any circumstances entitling anyone to appoint a receiver or to petition for winding-up.
16. The risk in the goods shall pass to the Buyer upon delivery either to his vehicle or his premises or otherwise set out on his order.
17. Notwithstanding the aforesaid conditions, such goods shall remain the sole and absolute property of the Company as legal and equitable owners until such time as the Buyer shall have paid to the Company the full price of the goods delivered and any other sums due from the Buyer to the Seller e.g. under earlier or later sale.
18. The Buyer acknowledges that he is in possession of goods solely as bailee for the Company until such time as all sums due from the Buyer to the Company are fully paid.
19. If any of the goods are mixed or converted into other goods before such payment, the property (legal and equitable) in the whole of such other goods shall be and remain with the Company until all such sums due to the Company from the Buyer are paid. The Buyer agrees to store such goods or any such mixture or conversions of those goods separately from any other goods and in such a way that they are readily identifiable as the property of the Company.
20. Subject to the above the Buyer is licenced by the Company to sell or dispose of the Company's goods on condition that the Buyer sells as agent and bailee of the Company save that the Buyer shall not necessarily hold himself out as such.
21. If the Buyer sells or disposes of the goods or such mixture or conversion of the goods, the Buyer will hold the proceeds of such sale or disposal and any rights or claims against third parties arising from such sale or disposal upon trust for the Company for the payment to the Company of all amounts due to the Company. The Buyer shall at all times identify the proceeds as being separate from any other monies due to the Buyer and such monies shall at all time be identifiable as the Company's monies. The Buyer shall endeavour not to pay such money into an overdrawn bank account.
22. If any payment is overdue in whole or part of the Buyer's right to possession of the goods shall cease and the Company may (without prejudice to any other rights) recover or resell the goods or any one of them and for this purpose may enter upon the premises where they are stored or where they are stored or where they are reasonably thought to be stored and may repossess the same. In this connection the Buyer will permit the Company and/or its duly authorised servants and agents to enter without let or hindrance without court order within any reasonable time within the hours of 9am and 6pm on any weekday or Saturday morning and to recover all goods belonging to the Company.
23. Furthermore the directors of the Buyer's shall be jointly and severally liable for the price of goods sold and/or delivered by the Company to the Buyers not withstanding that the Company is also concurrently liable. It is hereby expressly warranted by the Buyer or its agents that the directors of the Buyers are fully acquainted with the Company's conditions of sale and have resolved that each and every one of them shall be bound by its indemnity agreement as fully and effectively as is the Buyer.
24. If the Company manufactures or supplies goods prepared to the Buyers brand name or to a sample or drawing for any product prepared by the Buyer the Buyer shall fully indemnify the Company against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement of any patent, design or copyright by the use, manufacture or possession of the Goods subject to the following:-
  - (a) The Company should promptly notify the Buyer in writing of any alleged infringement of which they have notice.
  - (b) The Company will make no admissions without the Buyer's consent.
  - (c) The Company at the Buyer's request and expense shall allow the Buyer to conduct and settle all negotiations and litigation and give the Buyer all reasonable assistance. The costs incurred or recovered in such negotiation or litigation should be for the Buyer's account.
  - (d) If for any reason delivery is not accepted by the Buyer then the Buyer provides the Company with an irrevocable non exclusive Perpetual Licence to sell the Goods and use the intellectual property rights in either the brand name or drawing or sample.
25. If the Company supplies goods of a third party manufacturer/brand, the Buyer shall comply with and be bound by all terms and conditions of the manufacturer/brand in addition to the terms and conditions of the Company and the buyer indemnifies the Company of any loss suffered by the Company as a result of buyer not complying with the obligations.
26. The Buyer is responsible for the payment of any recycling fees and other fees imposed on the products.
27. If the Buyer holds a credit account with the Company then the Company may from time to time set credit limits to the Buyers account. The Company reserves the right at its discretion to refuse delivery until the Buyer pays sum(s) of money to reduce any balance owed to the Company before delivery is made.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_ Signature: \_\_\_\_\_