

## TERMS AND CONDITIONS OF SALES

### 1. INTERPRETATION

1.1 In these conditions "Buyer" means the person or company purchasing the products.

"Goods" means the products or parts of them, which the Seller is to supply in accordance with these conditions.

"Services" mean the Services for any part thereof, which the Seller is to supply in accordance with these conditions.

"Seller" shall refer to Sue Jones Fine Art

### 2. BASIS OF SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods and Services (where applicable) subject in either case to these conditions, which shall govern the contract to the exclusion of any other terms and condition subject to which any such quotations is accepted or purported to be accepted, or any order is made or purported to be made to the Buyer. No conditions endorsed upon, annexed to or enclosed with any enquiry purchase order or other document of the Buyer shall have effect.

2.2 No variation to these conditions shall be binding unless agreed in writing between the authorised representative of the Buyer and a director of the Seller.

2.3 Any advice or recommendations given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyers own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.4 These Terms and Conditions form an integral part of each contract made or agreed to be made by and between the Company and its customers. All orders are accepted only upon these Terms and Conditions to the exclusion of any terms and conditions purported to have been applied by the Buyer. Unless expressly accepted in writing by an authorised officer of the company any variation of these conditions by the Buyer in whatever form shall not apply.

### 3. ORDERS AND SPECIFICATIONS

3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods and (where applicable) the Services with a sufficient time to enable the Seller to perform the contract in accordance with its terms. The Buyer shall also be responsible to the Seller for the accuracy of any instructions, advice or specifications provided to the Seller on behalf of the Buyer by any third party in relation to the Goods or Services and shall indemnify the Seller against any loss costs, damages, charges and expenses incurred by the Seller as a result of such instructions, advice or specifications.

3.2 The quantity, quality and description of and any specification of the Goods and (where applicable) the Services shall be those set out in the Sellers quotation and in any acknowledgement or order issued by the Seller.

3.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Sellers specification which do not materially effect their quality or performance.

3.4 No order that has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Seller as a result of cancellation.

3.5 Unless specifically stated in the Sellers quotation all specifications and particulars of weights, dimensions, capacity, submitted by the Seller are approximate only and statements in relation to such and the descriptions and illustrations contained in the Sellers catalogues, price lists and other promotional materials are intended merely to present a general idea of the Goods described therein and none of these shall form part of the contract.

3.6 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by or on behalf of the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid by the Seller, in settlement of any claim for infringement of any patent, copyright design, trade mark or other industrial or intellectual property rights of any other person which results from the Sellers use of the Buyers specification.

### 4. PAYMENT TERMS & LATE PAYMENT

4.1 Payment terms - payment is required before goods will be despatched.

4.2 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to:

4.2.1 cancel the contract or suspend any further deliveries or performance to the Buyer

4.2.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and Seller) or Services as the Seller may think fit (notwithstanding any purported appropriation by the Buyer) and

4.2.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4 percent per annum above HSBC Bank base rate from time to time subject to a minimum interest rate of 15% per annum until payment in full is made.

## 5. DELIVERY

5.1 Any dates quoted for delivery of the Goods or performance of the service are approximate only and the Seller shall not be liable for any delay in delivery of the Goods or performance of the Services howsoever caused. Time of delivery or performance shall not be of the essence. The Goods may be delivered or the Services performed by the Seller in advance of the quoted date upon giving reasonable notice to the Buyer and the Seller reserves the right to deliver Goods in instalments or perform the Services in stages.

5.2 Where the Goods are to be delivered in instalments or the Services performed in stages each delivery or stage shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments or perform any stage in accordance with these conditions or any claim by the Buyer in respect of any one or more instalments or stages shall not entitle the Buyer to treat the contract as a whole as repudiated.

## 6. RISK AND PROPERTY

Any Goods received damaged must be signed for as damaged.

6.1 notwithstanding delivery and the passing of risks in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other payments.

6.2 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Sellers' fiduciary agent and shall keep the Goods separate from those of the Buyer and third parties and properly stored protected and insured and identified as the Sellers property.

6.3 Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and in the case of tangible proceeds properly stored, protected and insured.

6.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to store the Goods in specified storage conditions and to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer irrevocably grants permission to the Seller to detach or remove the Goods from any other property to damage in so doing and for this purpose the Buyer shall afford all reasonable assistance to locate and take possession of the Goods.

6.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for an indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

6.6 The provision of this clause 6 shall apply notwithstanding that the Goods shall have been added to or incorporated in any Goods of the Buyer or of any third party provided that the Goods remain identifiable as discrete Goods and that the process by which they have been added to or incorporated in the Buyer's Goods or in the Goods of any third party is reversible.

## 7. WARRANTIES AND LIABILITIES

7.1 Subject to the conditions set out below the Seller warrants that Goods, which are both manufactured and sold by the Seller, will be free from defects in material and workmanship.

7.2 Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7.3 Where any valid claim in respect of any Goods which is based on defect in the quality or conditions of the Goods or other failure to meet specification or which is based on any defect in the Services is notified to the Seller in accordance with the conditions, the Seller shall be entitled to replace the Goods (or that part in question) or make good the defect in the service, or at the Sellers sole discretion, refund to the Buyer the price of the Goods or Services (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer for such defective Goods which shall be returned to the Seller as requested. It is the responsibility of the Buyer to verify that products are suitable for the Buyers' purpose prior to use.

7.4 Except in respect of death or personal injury caused by the Sellers negligence, the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term, or any duty under common law, or under express term of the contract for any consequential loss or damage (whether for loss of profit or

otherwise) costs, expenses or other claims for consequential compensation whatsoever and, (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise by the Buyer or which arise out of or in connection with the supply of the service except as expressly provided in these conditions.

7.5 The Seller shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of the Sellers' obligations in relation to the Goods or Services, if the delay or failure was due to any cause beyond the Sellers' reasonable control.

7.6 For the purpose of these conditions the Seller shall be deemed to have successfully commissioned the Goods on completion of its delivery.

## 8. INSOLVENCY OF BUYER

8.1 This clause applies if:

8.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or

8.1.2 an encumbrance takes possession or a receiver is appointed of any of the property or assets of the Buyer, or

8.1.3 the Buyer ceases, or threatens to cease, to carry on business or

8.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relationship to the Buyer and notifies the Buyer accordingly

8.2 If this clause applies then without prejudice to any other right remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries or performance under the contract without any liability to the Buyer and if the Goods have been delivered or Services performed, but not paid for the price shall become immediately and payable notwithstanding any previous agreement or arrangements to the contrary.

## 9. LIEN

9.1 The Seller shall have a general lien on all Goods and property of the Buyer in the possession of the Seller in respect of all sums due from the Buyer to the Seller but unpaid and the Seller shall be entitled to apply the proceeds thereof towards reduction of such debt.

## 10. GENERAL

10.1 The contract shall be construed in accordance with the English Law. The Buyer submits to the jurisdiction of the English Courts.

10.2 In the event that a court of competent jurisdiction should rule that any condition or part of condition is invalid, such condition or part thereof shall be severed from the contract and the contract shall remain