

TERMS AND CONDITIONS

Applicable to DaRo Products Limited and any Company which is a subsidiary thereof as defined by s.736 of the Companies Act 1985; and includes successors, assigns or personal representatives.

1. Contracts

- a) Contracts are made and orders are accepted only upon and subject to these Conditions of Sale. All other conditions are hereby excluded unless expressly accepted in writing by DaRo Products Limited (hereinafter called "DaRo").
- b) In entering into a contract with DaRo, the contracting party (hereinafter called "the Buyer") acknowledges that the contract has not been induced by any representations orally or in writing made by DaRo, their servants or agents.
- c) Any quotation, estimate or tender previously given or made by DaRo was not an offer but an intimation of the terms upon which DaRo were prepared to negotiate. The offer to contact with the Buyer made by these conditions may be accepted by the Buyer in a formal manner or may be inferred from the Buyer's acceptance of performance, in whole or in part, by DaRo. Any conditions contained in any purported acceptance by the Buyer shall be disregarded and the acceptance shall be construed as an unqualified acceptance of these conditions.
- d) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by DaRo shall be subject to correction without any liability on the part of DaRo.
- e) In making its offer of purchase, the Buyer acknowledges and affirms that it is not purchasing as a consumer.

2. Prices

- a) Unless expressly stated otherwise by DaRo, all prices quoted are ex-works and exclude the cost of packing and carriage. Any applicable value added tax or any other sales tax or excise duties shall be added to the price and shall be payable by the Buyer.
- b) DaRo may, at their absolute discretion, accept or reject any order placed by the Buyer.
- c) In the event of the Buyer cancelling a part of the order in accordance with the provisions of Clause 12, DaRo reserve the right to revise the price or prices quoted for goods already delivered.
- d) The contract price is, unless specifically agreed upon in writing by DaRo, payable in sterling. DaRo reserve the right to review the contract price (s) in the event of devaluation of The pound sterling or substantial change in the value of the pound sterling on the foreign exchange markets. In the event that DaRo agree to payment in a European currency that is subsequently converted into the euro, DaRo will accept payment in Euros in place of the currency named.

3. Conditions and warranties

- a) Where samples of goods or a colour chart are provided, these are submitted only as indicative of the class, size or colour of goods quoted for and sales of goods shall not be by reference to any such samples or colour charts.
- b) Whilst all descriptions and illustrations of the goods in catalogues, brochures and price lists provided by DaRo have been carefully prepared, they are intended nevertheless for general guidance only and do not form part of any contract for sale of goods and no responsibility is accepted for any errors or omissions therein or for any loss or damage resulting from reliance on such descriptions and illustrations.
- c) Any electronic goods sold or any goods that contain an electronic element are warranted as compliant with the definition of "Year 2000 conformity" as published by the British Standards Institution (ref DISC.PD/2000/1). Subject to that warranty, all conditions, warranties, terms and obligations, whether expressed or implied by statute, common law, custom or otherwise (including without prejudice to the generality of the foregoing, any warranty or condition as to the quality or fitness for any particular purpose of the goods) are excluded to the fullest effect permitted by law.
- d) Where DaRo agree to provide a specially designed plan, the Buyer agrees that he is obliged to check the accuracy and suitability of the plan and that DaRo shall not be liable for any omissions or inaccuracies in the measurements given. The copyright in the plan drawn up by DaRo is, and remains,

their property and may not be reproduced in whole or in part without written consent.

- e) If the Buyer claims or detects a defect in the goods, the Buyer will either return those goods to DaRo, indemnify and keep DaRo indemnified against all liability and claims which may arise out of or incidental to the defect.
- f) The Buyer shall not be entitled to accept part only of the goods.

4. Delivery of the Sellers

- a) Any dates quoted for delivery of the goods are approximate only and DaRo shall not be liable for any delay in the goods howsoever caused. Time for the delivery shall not be the essence unless previously and expressly agreed by DaRo in writing.
- b) Where goods are offered for delivery to a site, DaRo's obligation is to deliver as near to the site as safe hard roads permit. The Buyer is to provide at its own expense the labour required for unloading and stacking.
- c) DaRo reserves the right to deliver goods by instalments and in such event each instalment shall be treated as a separate contract save that the delivery of further instalments may be withheld until goods contained in earlier instalments have been paid for in full.
- d) Where goods are held by DaRo awaiting delivery instructions, they may be subject to storage charge. For account holding customers, payment for these goods must be made on or before the last day of the month following the month of invoice; for non-account holding customers, payment must be at the time of ordering.
- e) DaRo reserves the right to deliver total goods within excess or less than 10 per cent of the Buyers original order quantity. Any excess delivery shall be with the permission of the Buyer. This contract shall then be deemed complete, unless expressly agreed by DaRo in writing.

5. Collection by the Buyer

- a) Where goods are sold ex-factory the Buyer shall collect the goods at DaRo's premises within seven days of DaRo notifying the Buyers that the goods are ready for collection.
- b) If the buyer fails to collect the goods within seven days of notification that they are ready for collection, then, without prejudice to any other right or remedy available to DaRo, DaRo may:
 - i) Store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
 - ii) Sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for any shortfall below that price.

6. Damage, loss short delivery

- a) On delivery the Buyer shall examine the goods for defects and completeness. Thereafter no claim for damage in transit, for shortage in delivery or for loss of goods will be entertained unless, in the case of damage, a separate notice in writing is given to the Carriers or DaRo within three days of receipt of the goods, followed within 14 days of the date of advice of despatch by a complete claim in writing; or, in the case of loss of goods, a separate notice in writing and a claim is given to DaRo and the carriers within 14 days of the date of DaRo's advice of despatch to DaRo. In all cases a signature 'unexamined' shall be deemed to be unconditional acceptance of the goods.
- b) DaRo shall not in any circumstances be liable, whether in contract or tort, to the Buyer for any indirect or consequential loss or damage (including, without limitation, loss of profits, loss of contracts or damage to property) or for any claim against DaRo by any third party.
- c) DaRo's liability for damage or non-delivery of goods duly notified in accordance with the above shall in any event be limited to replacement of the goods within a reasonable time (or, at DaRo's option, refunding the price thereof) whether the damage or non-delivery is due to DaRo's negligence or otherwise.

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7. Credit agreements

- a) Where DaRo have granted the Buyer a credit facility, the price for the goods and/or service shall be paid by the Buyer on or before the last day of the month immediately following the month in which the goods are invoiced ('the due date') or, if DaRo shall so require under Clause (b) of this Clause, to be paid on demand without any period of notice.
- b) DaRo reserve the right to withdraw or vary credit facilities at any time by summary written notice to DaRo without either giving any reason for so doing, or thereby incurring any liability to the Buyer.
- c) If the Buyer takes goods from DaRo in excess of the Buyer's credit limit, DaRo may require payment on delivery for such excess of goods.

8. Terms of Payment

- a) Unless credit facilities have been granted to the Buyer or unless otherwise specifically provided in writing, the price for the goods shall be paid by the Buyer in cash on delivery and in default DaRo shall be entitled to withhold delivery until payment. In the case of non-cash sales, DaRo shall be entitled to charge and recover interest from the Buyer on the price of the goods calculated at whichever shall be the greater: the statutory interest payable under the Late Payment of Commercial Debts (Interest) Act 1998 or the rate of 3 .per cent per annum above the Barclays Bank plc base rate from time to time from the due date until full payment.
- b) Unless otherwise expressly agreed upon in writing, no other discounts or commissions are to become due or allowable to the Buyer (any previous course of dealing between the parties notwithstanding).
- c) Where it is a term of the contract that payment of any of DaRo's invoices is dependent upon the issue of the certificate of a third party, the due date for payment of the invoice is not later than 14 days after the issue of the relevant certificate.

9 Late Payment

- a) When payment of any DaRo invoices is overdue, DaRo may suspend their performance of the contracts to which the invoice relates and/or of any other contract then subsisting between DaRo and the Buyer.
- b) In the event of legal action being taken by DaRo against the Buyer for breach of payment obligations hereunder, the Buyer shall be responsible for all costs and disbursements incurred by DaRo on a full indemnity basis.

10. Risk and Liability

- a) Risk of damage to or loss of the goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, the time when DaRo have tendered delivery of the goods. For the purpose of this Clause, 'delivery' shall mean the arrival of the goods at the place of delivery of the Buyer where delivery is by DaRo, or the safe loading of the goods onto the Buyer's vehicles at DaRo's premises where delivery is through collection by the Buyer.

11. Retention of title

- a) Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions, the property in the goods shall not pass to the Buyer until DaRo have received in cash (or cleared funds) payment in full of the price of the goods and all other goods agreed to be sold by DaRo to the Buyer for which payment is then due.
- b) Until such time that the property in the goods passes to the Buyer, the Buyer shall hold the goods as DaRo's fiduciary agent and bailee, and shall keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as DaRo's property. 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 DaRo for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

- c) 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), DaRo shall be entitled at any time to require the Buyer to deliver up the goods to DaRo and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the goods.
- d) The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of DaRo, but if the Buyer does so, all monies owing by the Buyer to DaRo shall (without prejudice to any right or remedy of DaRo) forthwith become due and payable.

12. Customer cancellation of orders

Contacts and orders and parts thereof may be cancelled only DaRo's written acceptance of such cancellation. Where DaRo accept such cancellation, DaRo reserve the right to charge the Buyer with the amount of any losses or expenses directly or indirectly resulting from such cancellation. Where DaRo do not accept such cancellation, they, DaRo, reserve the right to recover the invoice price from the Buyer and to charge the Buyer with additional losses both direct and indirect resulting from such cancellation. In any case where DaRo were required to place a deposit with a manufacturer or supplier in respect of an order, DaRo may require the Buyer to reimburse such sum in the event of cancellation.

13. Consents

The obtaining of any necessary consents for the installation of the goods, whether from local or other authorities or for ensuring that the installation of the goods is in accordance with the provisions of any by-laws, regulations or statutes shall not be the responsibility of DaRo.

14. Force majeure

DaRo shall not be deemed 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 DaRo's obligations in relation to the goods, if the delay or failure was due to any cause beyond DaRo's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond DaRo's control.

- a) Act of God, explosion, flood, tempest, fire or accident;
- b) War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- c) Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- d) Import or export regulations or embargoes;
- e) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of DaRo or of a third party);
- f) Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- g) Power failure or breakdown in machinery.

15. Insolvency, bankruptcy

DaRo shall have the right to terminate the contract forthwith where the Buyer become insolvent or bankrupt or makes arrangements with its creditors or suffers a receiver to be appointed or being a body corporate enters into liquidation (other than in connection with reconstruction or amalgamation) in any of which cases DaRo shall have no further obligation hereunder and the price for all goods delivered and work done shall become immediately due and payable.

16. Law applicable

These conditions shall be governed and construed in accordance with English law and all disputes arising in connection therewith shall be submitted to the jurisdiction of the English courts.