

HV Sier Terms and Conditions of Trading (revised May 2010)

Ver. 1.3. May 2010

1. Definitions

1.1. In this Agreement the following terms have the meaning set out below:-

- (a) We, Our & Us: Means H.V.Sier Limited a company registering under company number 392724 whose registered office is at Units 5 & 6, Meridian Trading Estate, 20 Bugsby's Way, London, SE7 7SJ.
- (b) You: Means the customer entering into a contract to purchase goods from H.V. Sier Limited or the customer's employee or any agent acting on behalf of the customer.
- (c) Special Making: A unique or bespoke product specially produced to a specification.

2. The Contract

2.1. These Terms and Conditions form the whole of the Agreement between you and us. The Contract does not include any oral, warranty or representation given or made by us or on our behalf unless confirmed in writing and identified as a variation to these Terms and Conditions nor shall we be bound by any implied term, condition or warranty however it arises except that we confirm that we warranty that the goods sold shall correspond with their contractual description.

3. Guarantee

3.1. No guarantee is given by us that the goods are fit for your purpose. Only you can be aware of the circumstances appertaining to this purchase and you must satisfy yourself that the goods which are the subject of this contract are those you intend to use for the designated purpose.

4. Paper and Trade Customers

4.1. Except where inconsistent with these Conditions or with the express terms of any contract between us and you all contracts for the sale of Papers and Boards shall be subject to the British Paper and Board Trade Customs for the time being in force, which are obtainable from the National Association of Paper Merchants. This condition will not apply to contracts made between us and you for the sale of any goods other than Paper and Boards.

5. Quotations

5.1. All quotations and tenders are given by us as invitations to you to make an offer to enter into a contract. No quotation or tender given by us is an offer to enter into a contract. The parties agree that the offer is your order and only our acceptance of your offer in writing creates a contract between the parties. In the event of any inconsistency between the terms of your order and the conditions set out in our form of acceptance, our conditions shall prevail unless the contract has been amended by agreement by us. It is your responsibility to ensure that our Conditions comply with your requirements.

6. Prices

6.1. Cost Variation

(a) All prices are subject to market fluctuations and the actual prices to be paid by you shall be our prices ruling at the date of despatch.

7. Price List

(a) Whilst every effort is made to ensure the accuracy of the price list, no responsibility can be accepted for omissions or errors therein. No forbearance or indulgence by us shown or granted to you, whether in respect of these Conditions or otherwise, shall in any way affect or prejudice our rights against you or be taken as a waiver of these Conditions.

8. Value Added Tax

8.1. All prices quoted or accepted are exclusive of Value Added Tax and the contract price shall be such prices plus V.A.T.

9. Contract

9.1. We shall have the option (without prejudice to any of our other rights against you) by notice in writing to you to rescind any contract between us and you or to suspend delivery in the following events:

- (a) Should any sum owing by you to us be overdue, whether under the same or any other contract.
- (b) Should you be in breach of any term of the same or any other contract with us.
- (c) Should you enter into any composition or arrangement with or for the benefit of your creditors, have a receiving order in bankruptcy made against you or (if a corporate body) should it go into liquidation either voluntary or compulsory (except for the purposes of re-organisation or reconstruction) or have a Receiver appointed of your assets.

10. Delivery

- 10.1. If no time for delivery is specified in the contract you shall be bound to accept the goods when they are ready for delivery by us.
- 10.2. If for any reason you delay accepting goods when they are ready for delivery by us then we reserve the right to charge for any costs or losses whether occasioned by us or passed on to us by a third party arising from delayed delivery of subsequent orders to other customers where such delay in delivery arises from your delay in accepting the delivery to you. Such charges will include but are not limited to additional storage, penalties payable on fixed delivery contracts, drivers' overtime charges, additional driving costs and overtime or additional payments claimed by customers in order to provide staff to accept late delivery.
- 10.3. If for any reason you decline to accept the goods when they are ready for delivery by us then we reserve the right to charge for storage of the items at our standard daily rate.
- 10.4. If delivery is refused when we have tried to deliver to your premises, then we will charge for re-delivery.
- 10.5. The risk in goods contracted to be sold by us shall pass to you (or to whom you shall direct) when the goods are delivered to you or elsewhere in accordance with your instructions but equitable and beneficial ownership shall remain with us and you shall hold them in a fiduciary capacity for us until full payment has been received (each order being considered as a whole), or until prior re-sale, in which case the beneficial entitlement of us shall attach to the proceeds of re-sale or to the claim, for such proceeds.
- 10.6. Should after delivery goods contracted to be sold while subject to our equitable and beneficial ownership or become constituents of or be converted into other products we shall have the equitable and beneficial ownership of such other products as if they had been goods contracted to be sold and sub-clause 10.3 hereof shall so far as applicable apply to such other products accordingly.

10.7. Any complaint of short delivery must be notified within 24 hours of receipt of goods and confirmed in writing at that time by you to us and any complaint of failure to deliver goods invoiced must be so notified within ten days of the date of the invoice.

11. Warranties (Condition of Goods)

- 11.1. It shall be your duty before using the goods, the subject of the contract, for any purpose and before parting with possession of the same, to test and examine the goods in every respect and to satisfy yourself of their fitness for any purpose for which they are intended to be used.
- 11.2. Claims in respect of any alleged defect in the quality of the goods delivered, where the defect would have been revealed by normal examination of the out turn sheets or by reasonable examination of the goods on arrival, must be made in writing within 10 days after delivery, or if related to transport of the goods within such time as will enable us to comply with the time limit and procedure of the Railway Companies or other carriers by whom the goods were transported. If you shall make any complaint within the time stipulated we shall, after we have had a reasonable time to investigate the same and examine the goods in dispute, be entitled at our option:
 - (a) to replace the goods (if defective), or
 - (b) to accept return of the goods (if defective) and credit you with the price thereof, or
 - (c) to make you (if the goods are defective) an allowance representing the difference between the value of the goods at the time of the complaint by you and the value they would have had if they had been in accordance with the contract providing you pay the balance not in dispute according to normal terms.

12. Return of Goods

- 12.1. The return of goods shall not be made without prior agreement between you and us. The goods must be in a perfect condition otherwise we shall not accept their return.
- 12.2. Where an order is returned or cancelled we reserve the right to make a handling charge of 20%, to apply whether the goods have been collected or delivered. Goods should be returned within 7 working days.
- 12.3. In the case of a 'Special Making', these items may not be returned unless defective or damaged. Orders for a 'Special Making' may not be cancelled and may not be refunded.

13. Limitations of Liability

13.1. Except as otherwise expressly mentioned in these Conditions we shall have no liability of any kind whatsoever to you in respect to any loss or damage (whether direct, indirect or consequential) suffered by you whether in contract or negligence or otherwise howsoever, whether for loss or damage to property or for death or bodily injury or otherwise howsoever in respect of any goods supplied or work done by us. You shall indemnify us against any claim made against us by a third party arising out of any goods supplied to or work done for you.

14. Force Majeure

14.1. The performance of all contracts is subject to variation or cancellation by us owing to any act of God, war, strikes, government regulations or orders, national emergencies, lock outs, fire, flood, drought, tempest, road or rail closure, bridge or tunnel closure or delays caused by accidents or any other cause (whether or not of a like nature) beyond our control or owing to the inability by us to procure materials or articles required for the performance of the contract and we shall not be held responsible for any inability to deliver caused by any such contingency.

15. Governing Law

15.1. For the sale of goods shall be deemed to have been made in England and the construction, validity and performance of such contracts shall be governed in all respects by English law.

16. Payment

- 16.1. All invoices must be settled within 30 days from date of invoice except where otherwise agreed in writing. The purchaser agrees to pay interest on any sums outstanding after the due date for payment of each invoice at the rate of eight percent above Barclays Bank base rate at the time. Delivery of subsequent orders may be withheld in the event of overdue payment. The Company shall from time to time set a credit limit on each account and reserves the right to withhold deliveries where this limit of credit is exceeded Net 30 days from the date of the invoice. Where payment is not made by the due date we reserve the right to charge interest calculated at the rate of 8 per cent per annum from the due date until the actual date of payment.
- 16.2. There is a 2.6% surcharge for purchases made by credit card.
- 16.3. Payment is not effective and the property in the goods does not pass unto you until payment is received in the bank account designated in the invoice. This applies where the payment is made by BACS, cheque or other money transfer.

17. General

17.1. Recording of Telephone Calls

(a) Telephone calls to and from Us may be recorded, and subsequently used for training, dispute resolution or any other internal purpose. Unless required by law, we will not release these recordings for use outside the Company.

17.2. Email Archiving

(a) Email messages to and from Us are automatically archived. These may be used for training, dispute resolution or any other internal purpose. Unless required by law, we will not release these records for use outside the Company.

17.3. Unfair Terms

- (a) The Company has drawn up these terms in light of the Unfair Contract Terms Act 1977 as amended, and considers them to be fair and reasonable.
- (b) Arrangements are based upon contracts made on these conditions. If the purchaser considers these terms to be unreasonable it must inform the company in writing before any contract is made - otherwise the Purchaser will be deemed to have accepted that the Company's Conditions are fair and reasonable.

17.4. References & Credit Searches

(a) You acknowledge that we may make a search with a credit reference agency and keep a record of that search on computer or in manual records and may share that information with other businesses. We may also make enquiries about principle directors with a credit reference agency.