

## SABICHI HOMEWARES LIMITED – TERMS AND CONDITIONS OF SALE

### 1. Acceptance

The company reserves the right to refuse to accept any order submitted within ten working days of its receipt of such order. If no notice of non-acceptance is given the Customer's order shall be deemed to have been accepted at the expiry of such period or when the Company despatches the goods for delivery to the Customer, if this occurs earlier. No variation, modification or cancellation of any order may be made after it has been accepted by the Company, unless a duly authorised Head Office representative of the Company agrees to this in writing.

### 2. Specification

The right is reserved to withdraw, modify design and / or specifications of any item without prior notice.

### 3. Price

All prices are subject to alteration at any time without notice. The price of the goods will be the Company's current price list ruling at the date of delivery of the goods, or if earlier, the date of invoice. Prices are exclusive of taxes and duties which will be added. Prices include the costs of packaging the goods in accordance with the Company's normal practice to protect against damage of deterioration under normal transport conditions. Unless otherwise agreed with the Customer prices include delivery by road transport within the UK except where the value of the contract does not exceed £500 sterling plus VAT when transportation cost will be charged to the Customer within the UK and elsewhere at cost.

### 4. Delivery

The Company will make every effort to observe delivery dates, but these are estimates only and the Company shall incur no liability for failure to observe them and such failure shall not entitle the Customer to treat the contract as at an end. If the Company is delayed or prevented from delivering the goods due to any act or omission of the Customer or its agents, or if requested by the Customer, the Company may without prejudice to any other rights or remedies, suspend performance or wholly or partially cancel the contract or store the goods. The Customer shall pay the Company's reasonable storage charges and any extra expense incurred by the Company as a result of such act or omission. Any payment to be made by the Customer upon delivery shall be made as if such delivery had been completed on the day of the act, omission or request. Goods in storage under this clause shall be at the Company's risk as regards all accidental or negligent loss or damage or deterioration.

Where more goods are delivered than have been ordered, Sabichi Homewares Limited will only accept returns thereof if notification of over delivery is made in writing within 14 days of delivery and return is purchased by the Customer at the contract price rate.

### 5. Acceptance of the Goods

The goods shall be deemed to have been accepted by the Customer on delivery unless the Customer shall notify the Company in writing within a period of ten days of any breach of the conditions herein contained.

It is the Company's policy not to sell goods on a "Sale or Return" basis.

### 6. Payment

Unless otherwise agreed with the Customer invoices except those rendered as part of any extended credit scheme will be settled within 30 days from the date of invoice. PAYMENT TERMS AGREED: \_\_\_\_\_ (DAYS).

The Company shall be entitled without prejudice to any other rights and remedies, to charge the Customer with interest at the rate of 12% per annum, or 4% above the base rate of

Barclays Bank Ltd from time to time, whichever is the greater on the amount of any delayed payment for period of the delay.

If the Customer defaults in making any payment or commits any act or bankruptcy or executes an assignment for the benefit of its creditors or enters into voluntary or compulsory liquidation or suffers from Receivers to be appointed over all or part or any of its assets or becomes unable to pay his debts as they fall due, without prejudice to any other rights or remedies, the Company may at its option cancel any undelivered or incomplete portion of the contract and stop any goods in transit, but the Company shall nevertheless be entitled to claim against the Customer in respect of any loss or damage sustained by non-compliance with the contract.

Without prejudice to the forgoing, deliveries shall at all times be subject to the approval by the Company of the Customer's credit. The Company reserves the right even after partial performance or partial payment on the account of the contract to require from the Customer satisfactory security for the performance of the Customer's obligations. Refusal to furnish such security will entitle the Company to order any further deliveries until such security is furnished or to cancel the contract or so much of it as remains unperformed without prejudice to any rights which the Company may have against the Customer in respect of breach of contract or otherwise.

The Customer shall not be entitled to withhold or set off payment for goods delivered for any reason whatsoever.

Cheques or postal orders should be made payable to Sabichi Homewares Ltd and posted to Sabichi House , 5 Wadsworth Road, Perivale, Middlesex UB6 7JD.

#### 7. Property in the Goods

Unless otherwise notified in writing to the Customer, until the price shall have been paid in full with any interest and all other sums due from the Customer, the goods shall remain the property of the Company against retention of Title and the Customer shall, if so required by the Company, store the goods in such a way that they can be identified as the property of the Company if the Customer shall sell the goods, the money return from such sale will be to be retained by the Company as per retention of Moneys and the third party, which bought the goods from the Customer, before the price any interested and all sums due from the Customer have been paid in full, he shall not give any warranties or incur any liability on behalf of the Company in connection with the sale or disposal of the goods or any proceeds resulting there from (or claim thereto) shall belong to the Company to the extent of sums due from the Customer to the Company in respect of the goods.

If the goods are used as a component in the production of other goods or as part of a mixture of other goods then the proceeds of sale or other disposal of such other goods shall belong to the Company to the extent that the goods form a part of those other goods and to the extent of such sums due from the Customer to the Company.

Failure on the part of the Customer to pay the price when due shall give the Company the right (without prejudice to any other rights or remedies) to repossess the goods with or without prior notice and to enter upon premises in which the goods may be for the purposes of repossession.

At any time after delivery of the goods as aforesaid the Company shall have the right to sue for the price, together with interest and all other sums due from the Customer, notwithstanding any other provision clause.

#### 8. Risk of Loss

Risk of loss shall pass to the Customer on delivery of the goods.

#### 9. Loss/Damage in Transit

Where the Company is responsible for transporting the goods then:

- a) Claims for loss or damage in transit will not be entertained if any unqualified receipt has been given.
- b) The Company will not be liable for non-delivery unless the Customer sends written notice to both the Currier and the Company within three working days after delivery is made.
- c) The Company will not be liable for any short deliveries unless the Customer sends written notice to both the Currier and the Company within three working days after delivery is made.
- d) The Company will not accept any other claims in respect of goods delivered unless it is made in writing by the Customer within ten days after receipt of the goods. Company notification should be addressed to the Claims Department, Sabichi Homewares Ltd, Sabichi House, 5 Wadsworth Road, Perivale, Middlesex UB6 7JD.

#### 10. Warranties

The Company warrants only that the goods shall on delivery be free from defects in materials and workmanship and provided to the Customer forthwith notifies the Company in writing of any alleged defects within 6 calendar months after delivery of the goods. If the alleged defect exists the Company shall at its option either repair or replace the defective parts in order to remedy the defect or refund the purchase price of the defective part or parts. The goods may only be returned to the Company if so agreed by the company's representative by means of a "Returns Authority Note" and shall be returned at the Customer's own risk. Faulty goods should be return direct to Sabichi Homewares Ltd as quickly as possible to Sabichi House, 5 Wadsworth Road, Perivale, Middlesex UB6 7JD and must be accompanied with a "Returns Authority Label" fixed to each carton.

The Company's certificate as to the quantity and quality of the goods returned shall be final. The Company reserves the right to impose any handling charge which it deems to be reasonable in respect of the goods returned. Claims in respect of alleged faulty goods shall not be ground for withholding payments due to the Company.

The Company shall not be liable for any direct loss or damage howsoever arising save as aforesaid nor shall the Company be liable for any indirect consequential or incidental loss or damage of any kind whatsoever (including without limitation, loss or profits, revenue or contracts).

The Customer acknowledges that except as set out in this clause all warranties, conditions or representations whether express or implied, statutory or otherwise and whether arising under the contract or under any prior agreement or in oral or written statements made by or on behalf of the ~company in the course of negotiations with the Customer or his representative are hereby overridden and excluded.

#### 11. Force Majeure

Without prejudice to any provisions here of the Company shall be absolved from all liability or responsibility for any delay in performance or failure to perform the contract resulting from any unforeseen circumstances causes beyond the Company's control whatsoever including without limitation, strikes, labour troubles of any sort and whether at the Company's establishment or those sub-contractors or suppliers, war, riot, civil commotion or disturbance, fire, inclement weather, flood, act of God, accident, shortage of fuel power, non-delivery, delay or non-performance of the Company's suppliers or subcontractors, failure or breakdown of necessary components, restrictions or requests of Government or similar authorities.

#### 12. Waiver#

No waiver either direct or by operation of law of any default in strict compliance with and performance of any provision term or condition of this contract or any breach thereof on the

part of the Customer shall be held or deemed to be waiver of any subsequent failure or of strict compliance with the performance of each and every term of this contract.

13. Governing Law and Jurisdiction

The contract shall of all purposes be governed and construed in accordance with the laws of England and the Company and the Customer hereby submit to the jurisdiction of the English courts.

14. Application of Conditions

All orders are accepted on the basis of these conditions subject only to amendments in writing signed by the Company's authorised Head Office representatives. No representations, warranties, guarantees or other statements not contained herein or in such amendments shall be binding on the Company. Any general conditions of offer purporting to be offered on behalf of the Customer shall be deemed invalid and ineffective as a counter offer or otherwise unless specifically accepted in writing by the Company's authorised Head Office representative. Where any such amendments or conditions of the Customer are accepted by us, the variation to these conditions will apply only to the particular contact concerned.

**I have read the Terms & Conditions of Sabichi Homewares Ltd as stated above and I agree to abide by these conditions.**