

**LLONSSON LIMITED**  
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VAT Registration No: 515 1657 59

### CONDITIONS OF SALE

- 1) These conditions govern this contract and all other sales by Llonsson Ltd ("Llonsson") to any person firm or company purchasing or agreeing to purchase goods or services from Llonsson ("the Buyer") to the exclusion of all other terms and conditions including any which the Buyer may purport to apply under any purchase order or similar document.
- 2) Llonsson shall retain Title to any goods delivered by it to the Buyer under any contract with Llonsson until all monies due from the Buyer to Llonsson under the contract or otherwise have been paid in full.
- 3) Until Title to the goods delivered has passed to the Buyer in accordance with Condition 2
  - a) Llonsson shall have absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the goods in which Title remains with Llonsson, and for this purpose shall be entitled at any time and without notice to enter upon any premises in which the goods or any part of them are installed, stored or kept, or are reasonably believed to be so.
  - b) Llonsson shall be entitled to seek a Court injunction to prevent the Buyer from selling transferring or otherwise disposing of the goods.
  - c) The Buyer shall be bailee of the goods on Llonsson's behalf and shall store or otherwise denote the goods in such a way that the same can be recognised as Llonsson's property.
  - d) In the event that the Buyer appropriates the goods to any process of manufacture or cuts, alters or mixes them with other goods or otherwise deals with them in the ordinary course of business, the resulting product will become the property of Llonsson immediately upon such dealing and the Buyer will be the bailee thereof.
  - e) If the Buyer sells them or any product or any such dealing with them as is set out above it will do so as the agent of Llonsson and must keep any proceeds therefrom separate from proceeds of sale of goods not belonging to Llonsson.
- 4) Notwithstanding the foregoing the Buyer assumes the risk in any goods delivered to it by Llonsson upon delivery and of any products of the goods upon those products coming into existence.
- 5) All prices are subject to increase in the event of an increase by Llonsson for labour and/or materials used by Llonsson in performing its obligations under the contract and which occur between the date hereof and the date of delivery.
- 6) The price of the goods shall be paid in full to Llonsson upon demand.
- 7) If payment is not received Llonsson reserves the right to charge interest on a daily basis at a rate of 5% above Bank of Scotland base rate from time to time. The Buyer may not withhold payment of any invoice or other amount due to Llonsson by reason of any right of set off or counterclaim which the Buyer may have or allege to have against Llonsson or for any other reason whatsoever.
- 8) We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
- 9) All invoices are due for payment on the 30<sup>th</sup> day of the month following the invoice date. Any invoice outstanding beyond this period will be referred to Daniels Silverman Ltd for recovery and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge will be the responsibility of the Buyer and will be legally enforceable.
- 10) If Llonsson instruct Solicitors as a result of the Buyer's failure to pay any amount due to Llonsson, the Buyer shall pay any and all Llonsson's Solicitor's costs and expenses incurred as a result on a full indemnity basis.

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- 11) Our price makes no allowance for Main Contractor Discounts or Retention's which must be agreed in writing by a Company Director at order placement.
- 12) Delivery dates or periods are approximate only and time shall not be of the essence of the contract. Llonsson shall incur no liability whatsoever in respect of any loss or damage suffered by the Buyer resulting from delay in delivery howsoever caused.
- 13) No claim against Llonsson in respect of short weight or damage in transit will be entertained unless the delivery notes have been marked accordingly and Llonsson has been notified in writing by recorded delivery post within three days of the delivery of the goods. Llonsson shall be given an opportunity to re-weigh and/or inspect the total consignment, or that part which it deems necessary.
- 14) No claim shall be entertained in respect of goods delivered wet unless the Buyer informs Llonsson by telephone on the day of delivery, endorses the delivery notes accordingly, and confirms the same to Llonsson in writing on the same day by recorded delivery post.
- 15) Force Majeure. In the event of an Act of God, outbreak of war, either general or local riot or other civil commotion, strike lockout, or act or decree of any Government or any other act, matter or thing beyond our reasonable control:
  - a) Llonsson Ltd. shall not be liable for any injury, loss or damage of any kind thereby caused or resulting therefrom.
  - b) At Llonsson Ltd's sole discretion, Llonsson Ltd. may withdraw wholly or in part from any contract without liability whatsoever.
- 16) The liability of Llonsson arising out of defective goods supplied under any contract with the Buyer is limited to the value of the defective goods. All other liability for delivering defective goods whether in tort or contract, by express or implied term, is hereby excluded to the extent allowed by law.
- 17) This contract is subject to the law of England and Wales.