

AUTOGRAPH SALES LIMITED

TERMS & CONDITIONS

Unless otherwise stated or varied in writing by a Director on behalf of Autograph Sales Limited the following terms and conditions shall apply.

Any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by Autograph Sales Limited shall be subject to correction without any liability on the part of Autograph Sales Limited.

Quotations are valid for 30 days and no binding contract shall be deemed to have been effected until Autograph Sales Limited has confirmed the quotation as an order in writing. An order placed by the Customer shall not constitute a contract with Autograph Sales Limited, until so confirmed by Autograph Sales Limited in writing.

Delivery & Acceptance

Any delivery date given is an estimate and Autograph Sales Limited will endeavour to meet it. However, no liability shall arise in the event that Autograph Sales Limited fails to do so.

Autograph Sales Limited has the right to deliver the goods in more than one consignment. In this event each delivery will be invoiced separately.

Packing of goods will be to Autograph Sales Limited's normal specification in non-returnable packaging.

If delivery is delayed at the Customer's request, Autograph Sales Limited shall be entitled to charge for storage of the Goods from the start date of such a delay. Autograph Sales Limited reserves the right to submit an invoice for the original delivery date and for any credit terms and guarantee period to run from such original delivery date.

At time of delivery it shall be the Customer's responsibility to insure goods against loss or damage.

With regard to goods left with Autograph Sales Limited for maintenance or repair, the Customer will at all times be responsible for any loss or damage to such goods, and for insuring against any loss or damage, notwithstanding that the Goods may be in the possession of Autograph Sales Limited.

Autograph Sales Limited retains the rights of ownership on all goods delivered to the customer until they have been paid for in full. Until goods have been paid for, they shall be stored by the Customer separately from its own property and identified as being the property of Autograph Sales Limited. Autograph Sales Limited shall be entitled to enter onto the Customer's premises at any time during normal business hours for the purpose of taking possession of any goods for which the Customer shall not have paid in full in accordance with these terms and conditions.

Payment

All pound sterling prices are exclusive of VAT and carriage, which will be charged at the appropriate rate at the relevant tax point.

Where a foreign currency is used the invoice will be calculated by reference to the rate of exchange on the date of the invoice. Where payment is not made within the specified time Autograph Sales Limited reserves the right to calculate the final invoice value at the rate obtained when payment was made by Autograph Sales Limited to their suppliers.

Credit terms may be approved and removed at the sole discretion of Autograph Sales Limited. Where a credit agreement is approved, payment will be due no later than thirty days after the date of the invoice issued, unless otherwise stated by prior agreement with Autograph Sales Limited.

Autograph Sales Limited will be entitled to charge interest at the rate of 2% per month on any overdue payments. This rate will apply after as well as before any judgement requiring payment of the sums in question.

The Customer shall not be entitled to withhold or set off payment as a result of any claim that it may have against Autograph Sales Limited.

Valid rejection by the Customer of any particular consignment, or of part of the goods in any particular consignment, will not delay the responsibility of the Customer to make payment of the applicable price for the part of the consignment or contract goods not rejected.

Any prompt payment discounts offered by Autograph Sales Limited are offered on the proviso that the Customer has no overdue invoices outstanding at the time the discount is deducted from the remittance. The Customer must ensure that their account is current before being able to take advantage of any settlement discount.

Cancellation

Autograph Sales Limited shall be entitled to suspend or cancel its implementation of the contract with the Customer if:

Any payment under the contract is overdue; or

The Customer rejects, without good cause, any goods ordered by it and submitted for delivery by Autograph Sales Limited; or

The value of goods to be delivered exceeds the Customer's credit limit with Autograph Sales Limited (whether or not the Customer is aware of the credit limit); or

The Customer has a receiver or administrator appointed in respect of any of its assets, has a winding up petition presented against it, or enters into liquidation other than for the purposes of amalgamation or reconstruction.

Liability

Autograph Sales Limited assures the Customer that the Goods sold will be of sound material and craftsmanship and, where a particular purpose has been specified in writing in the contract, that they will be fit for that purpose.

Autograph Sales Limited assures the Customer that Autograph Sales Limited will carry out maintenance and repair of goods in accordance with the contract and with reasonable care.

From the time of despatch from Autograph Sales Limited premises the goods shall be at the Customer's risk. Where delivery has been arranged by Autograph Sales Limited the Customer must notify Autograph Sales Limited within 3 working days of receipt of the Goods of any damage in transit and provide such information, in writing, as is requested by Autograph Sales Limited, to enable Autograph Sales Limited to comply with the carrier's conditions. If the Customer fails to notify Autograph Sales Limited within this time period the goods shall be deemed to be accepted by the Customer and the Customer shall be bound to pay accordingly.

Autograph Sales Limited's sole liability to the Customer in respect of any defect in any works of repair shall be to rectify the defect so that the work is in accordance with the contract.

Autograph Sales Limited will be under no liability to the Customer in respect of defective Goods where the Customer's claim is:

- a. made more than 12 months after the date of delivery; [or otherwise stated in Manufacturers warranty certificate] or
- b. in respect of loss or damage in transport and is made more than 3 days after the date of delivery; or
- c. in respect of non-delivery of Goods and is made more than 14 days after receipt by the Customer or notice (whether by despatch note, invoice or otherwise) that the Goods have been despatched by Autograph Sales Limited; or
- d. the result of fair wear and tear, wilful damage, negligence, abnormal working conditions or failure to follow the instructions (whether oral or in writing); or
- e. in respect of loss or damage caused by a third party.

Autograph Sales Limited's liability will in all cases be restricted to the repair or replacement of the faulty goods and will be subject to a monetary limit equivalent to the invoice value of the goods in question. Autograph Sales Limited will not in any circumstances be liable for loss of profit, indirect or consequential loss or damage of any nature, but acknowledges its continuing liability for death or personal injury caused by any defect in the Goods.

General

The failure on any occasion by either Autograph Sales Limited or the Customer to implement any right stipulated by these Conditions shall not operate as a waiver of the right for future occasions.