

Zeff - Terms and Conditions of Sale

The following terms and conditions (“the Conditions”) are the terms on which Zeff sells products and supersedes all other terms and conditions relating to the subject matter of these Conditions.

1. PRICE AND PAYMENT

1.1. The price (exclusive of VAT) for the Goods (“the Price”) shall be the quoted price of the Seller and payment of the Price shall be made by the Buyer within 30 days of the date of the invoice for the Goods.

1.2. If the Price is not paid by the due date interest shall accrue both before and after judgment on the unpaid portion of the Price at the rate of 2 per cent above the base rate from time to time of NatWest Bank PLC.

2. GOODS

The description and quantity of the Goods to be sold (“the Goods”) shall be as set out in the quotation provided by the Seller to the Buyer (“the Quotation”).

3. DELIVERY

The Seller shall deliver the Goods to the Buyer at the address of the Buyer as shown on the Purchase Order. Time shall not be of the essence for delivery.

4. ACCEPTANCE

The Buyer shall be deemed to have accepted the Goods if they have not been rejected on or before the 14th day after delivery. The Buyer shall not be entitled to reject the Goods in whole or in part after such date.

5. TITLE AND RISK

5.1. The Goods shall be at the risk of the Buyer following delivery.

5.2. Notwithstanding delivery, title in the Goods shall not pass to the Buyer until the Buyer has made payment of all sums owing to the Seller.

5.3. Until such time as title in the Goods passes to the Buyer, the Seller shall have the right to repossess or otherwise recover the Goods.

6. LIMITATION OF LIABILITY

6.1. Save in respect of personal injury or death due to the negligence of the Seller, the Seller shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to any defect in the Goods.

6.2. Without prejudice to Condition 6.1 the Seller shall not be liable to the Buyer or any third party for any loss of profit, consequential or other economic loss suffered by the Buyer arising in any way from this Agreement.

6.3. Save in respect of personal injury or death due to the negligence of the Seller the liability of the Seller under these Conditions shall not exceed the Price.

7. FORCE MAJEURE

The Seller shall not be liable for any default due to any circumstance beyond the reasonable control of the Seller including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply or failure to deliver of the suppliers of the Supplier.

8. GENERAL

8.1. If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

8.2. The Seller may without the consent of the Buyer sublicense its rights or obligations or any part of these Conditions.

8.3. The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

9. ENTIRE AGREEMENT

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

10. GOVERNING LAW AND JURISDICTION

The laws of England and Wales shall govern this agreement and the parties hereby submit to the nonexclusive jurisdiction of the Courts of England and Wales.

11. RIGHTS OF CONSUMER

Nothing in these Conditions shall affect the statutory rights of a consumer.

12. DATA PROTECTION ACT 1998 NOTICE

Words shown in *italics* are defined in the Data Protection Act 1998 (“the Act”)

Where the Buyer provides the seller with personal *data* (“data”), the Buyer understands that the data will be held securely in confidence and *processed* for the purpose of carrying out the Sellers distribution business and associated activities (“Activities”). In considering the Buyers application, the Buyer accepts that the Seller may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside the Sellers business that the Seller has nominated (“third parties”), and that such third parties may process the data. The Buyer understands that under the Act the Buyer has a right to know what data you hold on the Buyer if the Buyer applies to the Seller in writing and pays applicable fee.