

TERMS AND CONDITIONS OF SALE
for Business to Business
of
Lassoo Creative Limited T/A Smith & Taylor

1 DEFINITIONS

- 1.1 "Buyer" means the organisation or person who buys or agrees to buy the Goods from the Seller;
- 1.2 "Buyer's Purchase Order" means an order for Goods by the Buyer and acknowledged by the Seller in accordance with clause 2.2;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Delivery Date" means the date specified by the Seller when the goods are to be delivered;
- 1.5 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.6 "Trade List Price" means the list of prices of the Goods, intended for supply to retailers and online retailers, maintained by the Seller as amended from time to time;
- 1.7 "Price" means the price for the Goods excluding VAT (if applicable) or any analogous sales tax, carriage, freight, postage or insurance costs;
- 1.8 "Seller" means Lassoo Creative Ltd trading as Smith & Taylor, The Courtyard, 19 High Street, Pershore, Worcestershire WR10 1AA;
- 1.9 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;

2 CONDITIONS

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions that the buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 PRICE AND PAYMENT

- 3.1 The price shall be that in the Seller's current Trade Price List, or such other price as the parties may agree in writing. The price is exclusive of VAT or any other applicable costs. For UK customers only, carriage shall be paid for by the Seller providing any single order/shipment value is greater than £358.00 ex-VAT. Carriage will be charged to the Buyer at between £8.50 and £30.00 (dependent on number of Goods in consignment) if any single order/shipment value is less than £358.00 ex-VAT. Orders supplied to non-UK Customers will be supplied on an ex-works basis.
- 3.2 Payment of the price and VAT and any other applicable costs shall be due within 30 days of delivery of the goods. Payment terms other than these may be agreed between The Seller and Buyer and will be confirmed in writing by the Seller to the Buyer.
- 3.3 The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment. The late payment interest rate that applies is the Bank of England Base Rate + 8% (eight per cent).
- 3.4 If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
 - 3.4.1 require payment in advance of delivery in relation to any Goods not previously delivered;
 - 3.4.2 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;
 - 3.4.3 terminate the contract.
- 3.5 Prices other than "Trade List Price" may be agreed from time to time between Seller and Buyer and will be confirmed in writing by the Seller to the Buyer.

4 DESCRIPTION

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. Photographs are for illustrative purposes only and may not exactly match the product itself. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

5 DELIVERY OF THE GOODS

- 5.1 Unless otherwise agreed, delivery of the Goods shall take place at the address specified in the Buyer's Purchase Order on the Delivery Date and the Buyer shall be deemed to have accepted the Goods upon their delivery. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 5.2 The Delivery Date specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the Contract.
- 5.3 If the Seller is unable to deliver the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.
- 5.4 The Buyer shall be entitled to replacement Goods where the Goods have been damaged during transportation. The Buyer must notify the Seller of the damage within 24 hours of delivery.
- 5.5 Risk shall pass on delivery of the Goods to the Buyer.

6 RETENTION OF TITLE

The risk in the Goods shall pass from the Seller to the Buyer upon delivery of such goods to the Buyer. However, notwithstanding delivery and the passing of risk in the Goods, title and property in the Goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for all goods delivered to the Buyer under this and all other contracts between the Seller and the Buyer for which the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer under which the Goods were delivered.

7 GUARANTEE

- 7.1 Where the Goods have been manufactured by the Seller and are found to be defective, the Seller shall repair, or in its sole discretion, replace defective Goods free of charge, subject to the following conditions:
 - 7.1.1 the Buyer notifying the Seller of the defect within 5 days of the defect becoming apparent;
 - 7.1.2 such notice being served within 90 days of delivery;
 - 7.1.3 the defect being due to the faulty design, materials or workmanship of the Seller.
- 7.2 Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense.
- 7.3 Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer.
- 7.4 Subject to the Seller's liability under Clause 6 and subject to Clause 8, the Seller shall be under no liability whatever to the Buyer for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Buyer or for any loss or damage to or caused by the Goods.
- 7.5 Subject to this Clause 7 and to Clause 8, all other warranties, conditions or terms whether made expressly or implied by common law or by statute relating to use, quality, and/or fitness for purpose are excluded.

8 LIABILITY

- 8.1 No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to:
 - 8.1.1 the correspondence of the Goods with any description;
 - 8.1.2 the quality of the Goods; or
 - 8.1.3 the fitness of the Goods for any purpose whatsoever.
- 8.2 No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this contract where such term relates in any way to:
 - 8.2.1 the correspondence of the Goods with any description;
 - 8.2.2 the quality of the Goods; or
 - 8.2.3 the fitness of the Goods for any purpose whatsoever.
- 8.3 All implied terms, conditions or warranties as to the correspondence of the Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Seller or not) are hereby excluded from the contract.

9 LIMITATION OF LIABILITY

- 9.1 Where any court or arbitrator determines that any part of Clause 8 above is, for whatever reason, unenforceable, the Seller shall be liable for all loss or damage suffered by the Buyer but in an amount not exceeding the contract price.
- 9.2 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

10 FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

11 RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

12 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

13 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

14 SEVERANCE

If any term or provision of these Terms and 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 Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

15 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales

Valid from 01 February 2012