

1 Basis of Sale

All contracts between The Tintometer Limited of Lovibond House, Solar Way, Solstice Park, Amesbury, SP4 7SZ, United Kingdom, ("the Company") and the person who accepts a quotation of the Company for the sale of the Goods or whose order for the Goods is accepted by the Company ("the Customer") shall be governed exclusively by these conditions and no variation or addition to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Company.

2 Orders and Specifications

2.1 The Company reserves the right to make any changes in the specification of the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Conditions ("the Goods") and which are deemed necessary by the Company to ensure the proper operation of the Goods; or required to conform with any requirements (including EU legislation) applicable to the country in which the Goods are to be used;

2.2 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement of the Company.

2.3 The Customer hereby grants to the Company and to its sub-contractors the non exclusive licence, for the duration of these Conditions, to use any of the Customer's trade marks, logos or other such marks required by the Customer in connection with the manufacture, promotion, distribution and sale of the Goods.

2.4 The Customer shall fully indemnify the Company and/or its sub-contractors against any and all losses, costs, claims, demands, fines, penalties or expenses that may be incurred as a result of using the Customer's trade marks, logos or other such marks required by the Customer in respect of the Goods.

3 Price of the Goods

3.1 The price of the Goods is the price stated in the Company's quotation as is expressly agreed by the Company and the Customer. Any quotation given by the Company is valid for 30 days only. Unless otherwise stated, all prices quoted are exclusive of carriage, packing, insurance charges and VAT.

4 Terms of Payment

4.1 The Company will invoice the Customer for the Goods on or after delivery and the Customer shall pay the invoice within 30 days of invoice date. Time for payment of the price shall be of the essence of the contract for the purchase of the Goods ("the Contract").

4.2 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer) and charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of four per cent per annum above Lloyds Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5 Delivery

5.1 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless expressly agreed by the Company in writing. The Company shall not be liable for failure to deliver goods if the failure is due to reasons beyond the Company's reasonable control.

5.2 If the Company fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, the Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6 Risk and Property

6.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.

6.2 Notwithstanding any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds all moneys due, including any interest charges due.

6.3 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

6.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

7 Warranties and Liability

7.1 Subject to the conditions set out below the Company warrants that the Goods will be free from defects in material and workmanship for a period of one year from delivery. During such period, the Company undertakes to repair, or at its own option replace or refund the purchase price of any defective Goods (as defined by the above warranty) provided that written notice is received within the period. If a site visit is required by the Customer, only visits to sites within the UK will be free of charge.

7.2 The above warranty is given by the Company subject to the following conditions:

7.3 The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), incorrect storage or handling, misuse or alteration or repair of the Goods without the Company's approval;

7.4 The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid within 30 days of the due date for payment;

7.5 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7.6 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

7.7 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

8 Confidentiality

8.1 All orders and contracts between the Company and the Customer shall be treated in confidence. The copyright on all drawings, computer programs and other materials of the Company shall be safeguarded by the Customer who shall not copy or permit to be copied or reproduced such matter without the express permission of the Company.

9 Export terms

9.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

9.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this Clause 9 shall (subject to any special terms agreed in writing between the Customer and the Company) apply notwithstanding any other provision of these Conditions.

9.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

9.4 Payment of all amounts due to the Company shall be made in advance by bank transfer, cheque with order or by credit card. Other payment methods are available strictly by negotiation with the Company.

10 General

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

The Contract shall be governed by the laws of England, and the Customer agrees to submit to the exclusive jurisdiction of the English courts.