

FiniSHRINK

(A trading name of FinishAdapt Limited)

Terms and Conditions of Business

1. Agreement

- 1.1 These terms and conditions form the basis of the legal agreement (“supply agreement”) under which we, FinishAdapt Limited (Company Number 02781247) will supply to you goods and items (“ goods”) which you have ordered from us and we have agreed to supply to you.
- 1.2 Each order which we accept will constitute a separate supply agreement between us.
- 1.3 A supply agreement is made only upon these terms and conditions. No additional, or alternative, terms or conditions will apply to a supply agreement unless we and you, between us, through our authorised representatives, agree otherwise in writing.
- 1.4 We will be entitled to cancel a supply agreement at any time if you have exceeded or will (as a result of the supply agreement in question or otherwise) exceed your authorised credit limit with us, or if any invoices rendered to you for goods previously supplied are overdue.

2. Specification of goods

- 2.1 All descriptions and other details provided in relation to goods may vary, are subject to confirmation by us, and may be changed without notice.
- 2.2 All goods are subject to availability. We may cancel a supply agreement, or offer suitable alternative items, if the goods ordered are out of stock or no longer available.
- 2.3 We will rely upon your orders being correct in entering into a supply agreement and reserve the right to refuse to take back goods that are ordered in error or are no longer required. Any such goods returned to us by agreement must be returned to us within twenty working days of agreement, undamaged unmarked and unused. You are to pay us a handling charge equivalent to 15% of the invoice value of the returned goods (subject to a minimum charge of £10), plus VAT.

3. Prices and payment

- 3.1 The price for the goods (“the contract price”) shall be the price or prices specified by us, or by our authorised agents, in any relevant quotation tender or estimate or (if there is no such quotation tender or estimate) shall be the price or prices specified in our price list current at the date of order. We reserve the right to revise our prices at any time without prior notice.
- 3.2 Unless we expressly state otherwise in writing, all orders over £50 (excluding VAT) for delivery to addresses within the mainland United Kingdom are inclusive of carriage postage packaging insurance and all prices are exclusive of value added tax and any levy or other tax which may be payable in respect of the goods. In all other cases carriage and handling will be charged at cost. We reserve the right to revise these charges at any time.

- 3.3 You are to pay the contract price plus carriage postage (if any) and any other ex works items specified in the invoice within thirty days following the end of the calendar month during which the invoice has been generated by us, unless agreed otherwise in writing. Payment is to be made in full in pounds sterling (or in such other currency as we may confirm our agreement to in writing) in cleared funds without deducting or setting-off any amounts which we may owe to you.
- 3.4 We will be entitled to charge you interest at 3% above the base rate from time to time of Barclays Bank Plc (or such other clearing bank as we may nominate to you in writing) on all amounts payable by you under a supply agreement which are not paid when due, from the time when those amounts first became payable up until the time when they are paid in full and whether that is before or after a court judgement.
- 3.5 Any payments received from you for goods supplied may be appropriated by us and applied towards discharging any amounts owed to us by you in respect of any goods previously supplied where payment is overdue and if so applied will not be deemed to have been received for the goods for which those amounts were tendered.
- 3.6 If you pay by credit, we reserve the right to make an additional charge to cover any additional administrative expense which we may thereby incur.

4. Delivery

- 4.1 Delivery of the goods will be deemed to have taken place :-
- 4.1.1 immediately upon us delivering the goods to any agreed or usual place for delivery (if we are to deliver the goods)
- 4.1.2 immediately upon us posting them (if we are to deliver them by post)
- 4.2 You must accept delivery of all goods which are in good condition and which are as ordered.
- 4.3 Unless we agree otherwise in writing, all delivery dates are estimated dates which we will use reasonable endeavours to achieve. We may deliver the goods to you in advance of any agreed or estimated delivery dates if we give you reasonable prior notice of early delivery.
- 4.4 If you fail to take delivery of the goods or to give us sufficient instructions to enable us to deliver them, then we may:-
- 4.4.1 store the goods at your risk until actual delivery and charge you for the additional costs which we may incur as a result of your failure or
- 4.4.2 invoice you for the goods and upon not less than three working days notice to that effect sell the goods at the best price reasonably obtainable. If we do that then you are to pay us the amount of the invoice and the reasonable costs of storage and sale minus the proceeds of sale (which we may use towards settlement of the invoice) or
- 4.4.3 cancel the relevant supply agreement
- 4.5 If we deliver the wrong, or damaged, goods to you then you are to notify us within forty eight hours of delivery giving us full details of the damaged or incorrect goods. We will accept returns of such damaged or incorrect goods notified to in us writing

within the relevant time period and will give you the option of a refund or replacement goods. Refunds or replacements claimed outside of the relevant time period will be at our discretion. We will collect the damaged or incorrect goods from your premises.

- 4.6 You are to notify us in writing of non delivery of part of a consignment of goods within five working days of the delivery of the remainder of that consignment and of non delivery of the whole of a consignment within five working days of the date upon which delivery was scheduled to take place. If you notify us of non delivery within the stated time limits then we will give you the option of a credit or a further delivery of the missing goods. If you do not notify us within the stated time limits then we shall not be liable to you for non delivery.

5. Risk property and insurance

- 5.1 All risk in the goods (including their loss or destruction) will pass to you immediately upon the date when delivery under condition 4 above takes place (or would have taken place but for your act or default)
- 5.2 The property in and title to the goods will not pass to you until we have received payment in full of all amounts due to us in respect of the goods and of all amounts due in respect of other goods previously delivered and invoiced to you

6. Warranties and Conditions

- 6.1 We undertake that the goods will, in all material respects, comply with any general description which we may have submitted to you, will be of satisfactory quality and reasonably fit for the purpose for which they were manufactured subject to normal usage.

7. Exclusion / limitation of our liability to you

- 7.1 With the exception of death or personal injury caused by our negligence (for which there will be no limitation) our liability to you is limited to the invoice value (not including VAT) of the goods which fail to comply with the express undertaking given in condition 6 above. You agree that, in return for the undertakings given in condition 6 all warranties representations guarantees conditions and other terms which would be implied into a supply agreement by law are excluded, to the extent that they can be so excluded.
- 7.2 We will not be deemed to be in breach of this supply agreement if we are unable to comply with our obligations under it because of any event or circumstance which is in any way wholly or primarily beyond our control or not due to our act or default. In any such event or circumstance we will be entitled to extend the time for complying with our obligations under a supply agreement by a reasonable time and (if we are still not able to comply with our obligations after such reasonable extension) either of us may thereafter terminate the supply agreement in question by written notice to the other
- 7.3 we will not be liable to you for loss of profits or of a market or for any type of special indirect or consequential loss.

8. General matters

- 8.1 A supply agreement shall be governed by the Laws of England and shall be subject to the exclusive jurisdiction of English Courts of Law
- 8.2 A working day is any day from Monday to Friday except for Good Friday Easter Monday Christmas Day and any statutory bank or public holiday.
- 8.3 We both agree that these terms and conditions strike a reasonable balance between our respective interests. If any of these terms and conditions shall be invalid or unenforceable for any reason then that shall not affect the validity of the remainder of these terms and conditions which will remain in full force and effect but as if any such invalid or unenforceable term or condition had never formed part of it.

9. Data protection

- 9.1 We will hold all personal data which you supply to us strictly in accordance with the requirements of the Data Protection Act 1998, or any other data protection laws which may from time to time be applicable. You agree that we may use your personal data to provide you with details of goods and/or services which we may consider to be of benefit to you. You also agree that we may disclose your personal data to other organisations whose goods and/or services we consider may be of benefit to you. If you do not wish us to use your personal data in any of these ways, you may instruct us not to do so at any time. You must send any such instructions to us, in writing, at the following address: Unit 8 Hillmead Industrial Estate, Marshall Road, Swindon, SN5 5FZ, United Kingdom, or such other, or alternative, address as we may specify to you in writing from time to time.