

## Terms and Conditions of Sale

### 1. Interpretation

- a) "Seller" means ICTC Limited (The Intercontinental Cooking & Tableware Company Limited).
- b) "Buyer" means the other party contracting with Seller.
- c) "Goods" means the goods, including spare parts, purchased by Buyer.

### 2. General

The present Terms and Conditions of business supersede any prior agreement between the parties and in particular conditions submitted by Buyer.

### 3. Damages, Shorts, Losses in Transit

The Buyer shall inspect the Goods immediately on delivery and shall within 3 days of delivery notify both the Seller and the carrier in writing details (including whether it concerns lids or bases or both) of any damages, shortages or losses of the Goods, otherwise the Goods shall be deemed to have been supplied in accordance with the contract and to have been accepted by the Buyer.

### 4. Defective Merchandise

The Buyer shall not be entitled to reject or return any Goods which are defective but shall at our option and expense if we believe the complaint is justified replace or refund the original invoice values of any such Goods if written particulars of the alleged defect are received by us no later than 12 weeks after the date of invoice and the Goods (if we so request) are returned to us carriage paid (alternatively we may ask for the goods to be held for our inspection).

### 5. Return of Goods (best ware)

We will not accept any return of merchandise unless agreed specifically in writing in advance.

### 6. Conditions, Warranties and Representations excluded

- a) Seller gives only those express warranties set out in Condition 3 and no other conditions. Warranties or representations (whether express or implied) are given, save as may be required to be given by Law. In particular, but without prejudice to the generality of the foregoing, the implied conditions as to merchantable quality shall be deemed to be satisfied after the expiration of twelve months and the only purpose for which the Goods is supplied are laid down in the manual supplied with the Goods.
- b) Seller shall not be liable to Buyer for any consequential loss or damage whatsoever resulting from defects in the Goods.

### 7. Delivery

- a) Delivery of all Goods will take place at Buyer's premises or as Seller may indicate at such date as the Goods are put at Buyer's disposal. From that date liability for all risks relating to the Goods shall be borne by Buyer notwithstanding the provisions under Condition 10 below.
- b) Seller only supplies Goods, as a Distributor, within the constraints of their availability to the Seller in the terms of quantity and time, and cannot accept any liability to the Buyer for any loss or damage whatsoever resulting from the non-availability of the ordered Goods.
- c) Even if a firm date for delivery has been given, it is understood that delays caused by events beyond the Seller's control including but not limited to strikes, Acts of God, riots, war and the like shall not entitle Buyer to repudiate the contract.

### 8. Prices and Carriage

- a) Unless otherwise stated all prices for the Goods, shall be those in Seller's current price list from time to time.
- b) Special charges normally only appear on invoices in the following circumstances:
  - 1. The order value is below our carriage paid minimum.
  - 2. The Goods are for export, Northern Ireland, The Isle of Man or Channel Islands, in which case Terms are ex works and carriage may appear calculated at cost, plus 5% to cover packaging.

### 9. Payment

- a) Unless Buyer has established an account with Seller full payment will be paid with order Where Buyer has established an account with Seller payment will be made in full 30 days from the date of invoice or as otherwise agreed between Seller and Buyer
- b) Invoices are payable in Pounds Sterling unless otherwise agreed

### 10. Cancellation

Buyer may not without Seller's prior written consent cancel any order already accepted by Seller or any part thereof.

### 11. Retention of Title

Seller and Buyer expressly agree that until payment has been made in full for the Goods:

- a) The Goods shall remain the property of Seller (although the risk passes to Buyer as provided in Condition 6), and the relationship of the parties should be that of bailor and bailee
- b) Seller may recover the Goods from Buyer's possession in the event of non-payment and Buyer hereby gives irrevocable consent to Seller, its employees, servants and agents to enter upon any land or premises where the Goods are situated with whatever transport may be necessary for such purpose.
- c) Notwithstanding the foregoing, Buyer has the right to dispose of the Goods in the course of its business as agent for Seller and to pass good title in the Goods to Buyer's customer, if any, being a bona fide purchaser for value without notice of Seller's rights. In the event of such disposal Buyer has the fiduciary duty to Seller to account to Seller for any proceeds of sale but may retain therefrom any excess of such proceeds over the amount outstanding under Condition hereof.
- d) Buyer shall insure the Goods with a reputable insurance company for its full market value and will provide such evidence of cover and payment of premium as Seller may reasonably require. Buyer further agrees to procure that Seller is specified as loss payee in any such contract of insurance, if Seller so elects.

### 12. Jurisdiction and Proper Law

This contract shall be governed by and construed in accordance with the Laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

### 13. Divisibility Clause

This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.