

CONDITIONS OF SALE

1. General

These conditions apply to anyone receiving a quotation from, placing an order with or entering into a contract of sale with the Company (the Customer) and they shall prevail over any contradictory terms of conditions sought to be introduced by the Customer. The expression "The Goods" includes all goods, products, minerals and supplies sold to any Customer. The expression "the Company" means Velvit Limited incorporated and registered in England and Wales under company number 03626337 whose registered office is at Unit 2 The Marsh, Henstridge, Templecombe, Somerset, BA8 0TF. A reference to any gender includes a reference to each of the other genders.

2. Price and Payment Terms

Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery. The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance (Charges), which the Customer shall pay at the time of payment for the Goods. Payment of the price together with any Charges is due in pounds sterling on placing an order unless otherwise agreed by the Company in writing. The method of payment shall be agreed with the Customer and no payment shall be deemed to have been received until the Company has received cleared funds.

3. Risk and Title of Goods

The risk in the Goods passes to the Customer on delivery/collection (whichever is earlier) but legal ownership of the Goods remains vested in the Company until all sums due in respect of the Goods and all other sums, which are or which become due to the Company from the Customer on any account have been paid in full. Until ownership of the Goods has passed to the Customer, the Customer shall hold the Goods on a fiduciary basis as the Company's bailee, store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property, not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods and maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company. The Customer's right to possession of the Goods shall terminate immediately if (a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; (b) the Customer encumbers or in any way charges any of the Goods. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company. The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them. Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Company shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer. On termination of the contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition shall remain in effect.

4. Delivery

Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Customers' place of business. Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the contract unless such delay exceeds 180 days. If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, access, licences or authorizations (a) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence), (b) the Goods shall be deemed to have been delivered, and (c) the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

5. Non-delivery

The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 3 days of the date when the Goods would in the ordinary course of events have been received. Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Goods.

6. Cancellation

The Customer may cancel a contract at any time within seven working days, beginning on the day after it received the Goods. In this case, the Customer will receive a full refund of the price paid for the Goods in accordance with the Company's refunds policy set out in clause 7 below. To cancel a contract, the Customer must inform the Company in writing. The Customer must also return the Goods to the Company immediately, in the same condition in which it received them, and at its own cost and risk. The Customer has a legal obligation to take reasonable care of the Goods while they are in its possession. If the Customer fails to comply with this obligation, the Company may have a right of action against it for compensation.

7. Refund Policy

When the Customer returns the Goods to the Company because it has cancelled the contract within the seven-day cooling-off period further to clause 6 above, the Company will process the refund due to the Customer as soon as possible and, in any case, within 30 days of the day the Customer has given notice of its cancellation. In this case, the Company will refund the price in full. However, the Customer will be responsible for the cost of returning the Goods to the Company.

8. Defects and Replacements

The Company will rectify or (at its discretion) replace the whole or any part of the Goods which are defective due to poor or incorrect materials being used or which fail to comply with written specification provided (a) notification of the defects is given to the Company as soon as they become reasonably apparent (and in any event within 4 weeks of delivery/collection); (b) the Company has reasonable opportunity to examine the Goods and the defects are known to have been present at delivery/collection; (c) the Goods are in the same condition as at delivery/collection and (if the Company decides on replacement) are capable of being returned; (d) the Goods have been used in a manner and for purposes, for which they were designed and (e) any Goods replaced become the property of the Company. Subject to everything stated in this clause if the Company is unable to rectify or replace the whole or any part of the defective Goods the Company will refund the price of the Goods to the Customer. The Company will usually process the refund due as soon as possible and, in any case, within 30 days of the day it confirmed via e-mail that the Customer was entitled to a refund for the defective Goods. Goods returned by the Customer because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to the Customer (if any) and the cost incurred by it in returning the item to the Company. The Company will usually refund any money received from the Customer using the same method originally used by the Customer to pay for the purchase. **The Customer is responsible for checking that the Goods are suitable at the time of delivery/collection and the Company accepts no responsibility for any loss, damage, nuisance interference or wastage of materials whatsoever due to the quantity, quality, difference from description or specification or composition of the Goods supplied (save for personal injury or death caused by the Goods due to the Company's negligence).** The Customer is responsible for ensuring the suitability of the Goods and also the suitability of the Goods in conjunction with any other goods not supplied by the Company, with which they are to be mixed or used. Accordingly, no condition, warranty or other terms expressed or implied, (by statute or otherwise) is given that the Goods (or any other goods not supplied by the Company used in conjunction with the Goods) will be suitable for any particular use or purpose or that they will enable the Customer to obtain any particular results or that they are suitable for use under specific conditions. If any representations are made by or on behalf of the Company, they are given on the understanding that the Customer will use his own skill and judgement before relying on the same and the Company accepts no liability for any inaccuracies in such representations.

9. Force Majeure

The Company reserves the right to defer the date of delivery or to cancel the contract/order or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to the Company to terminate the contract/order.

10. Small Order Surcharge

The Company reserves the right to apply a small order surcharge to any individual order with a trade value of less than £50.00 exclusive of VAT.

11. Non-payment of Invoices

If the Customer fails to make any payment due to the Company under any contract/order by the due date for payment, then, without limiting Company's remedies under clause 12, the Company may charge the Customer interest on the overdue amount at the rate of 4% per annum above HSBC Bank PLC's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest immediately on demand by the Company.

12. Termination

The Company reserves the right to terminate the contract/order in the event that there is a reasonable cause to believe that the price of the Goods will not be paid in full when due. In such circumstances, the Company reserves the right to recover the value of any work on the Goods to be supplied which has already been undertaken, the price of Goods already supplied, the costs already incurred and any loss of profits to the Company consequent upon such termination.

13. Limitation of Liability

The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of these conditions, any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods and any representation, statement or tortious act or omission including negligence arising under or in connection with the contract. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract. Nothing in these terms and conditions excludes or limits in any way the liability of the Company for (a) death or personal injury caused by our negligence, (b) under section 2(3) of the Consumer Protection Act 1987, (c) fraud or fraudulent misrepresentation; or (d) any matter, for which it would be illegal for the Company to exclude, or attempt to exclude, its liability. Subject to this clause the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the price or £1,000 (whichever shall be the greater).

14. Notices

All notices given by the Customer to the Company must be given to Velvit Limited at Unit 2 The Marsh, Henstridge, Templecombe, Somerset, BA8 0TF. The Company may give notice to the Customer at either the e-mail or postal address it provides when placing an order. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

15. Our right to vary these terms

The Company has the right to revise and amend these terms and conditions from time to time. The Customer will be subject to the policies and terms and conditions in force at the time that it orders Goods from the Company, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by the Customer), or if the Company notifies the Customer of the change to those policies or these terms and conditions before confirming the order (in which case the Company will assume that the Customer has accepted the change to the terms and conditions, unless it notifies the Company to the contrary within seven working days of receipt of the Goods).

16. Law and jurisdiction

Contracts/orders for the purchase of Goods and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts/orders or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.