

Terms and Conditions for the Supply of Goods

1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 9.6;

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions;

CAAF: the Supplier's credit account application form issued by the Supplier to the Customer and completed by the Customer;

Customer: the person or firm who purchases the Goods from the Supplier;

Force Majeure Event: any event beyond the Supplier's reasonable control; including but not limited to strikes, lock-outs or other industrial disputes, acts of God, war, terrorism, riot, breakdown of plant or machinery, collapse of building structures, fires, floods, storms, or default of suppliers or subcontractors;

Goods: the goods (or any part of them) the subject of the Order and as detailed on the Supplier's invoice;

Order: the Customer's order for the Goods (whether made verbally or in writing, by telephone, fax, email, post or any other method agreed to by the Supplier); and

Supplier: Randstad Limited (registered in England and Wales with company number 01259594).

Construction. In these Conditions, the following rules apply: (i) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (ii) a reference to a party includes its personal representatives, successors or permitted assigns; (iii) any reference to a statute or statutory provision is reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision as amended or re-enacted; (iv) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (v) a reference to **writing** or **written** includes faxes, letters and e-mails.

2. Basis of Contract

2.1 Unless otherwise agreed in writing by the Supplier, these Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2.2 Each Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.

2.3 The Order shall only be deemed to be accepted when the Supplier issues its invoice in respect of the Goods, and at which point the Contract shall come into existence (**Commencement Date**).

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter, advertising or illustrations produced by the Supplier and/or contained in the Supplier's catalogue or brochures are produced for the purpose of giving an idea of the Goods available. They shall not form part of the Contract or have any contractual force.

2.6 A quotation for the Goods given by the Supplier is only valid for 7 Business Days from its date of issue (verbally or otherwise) and shall not constitute an offer. The Supplier reserves the right to amend or withdraw any quotation at any time.

3. Delivery

3.1 The Supplier shall deliver the Goods to the location requested by the Customer in the Order or to such other location as the parties may agree from time to time (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready for delivery. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

3.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in or failure to delivery of the Goods that is caused by a Force Majeure Event, the Customer's act or omission or the Customer's failure to provide the Supplier with adequate delivery instructions or other instructions that are relevant to the supply of the Goods.

3.3 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses reasonably and properly incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

3.4 If the Customer fails to accept delivery of the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready to be delivered, then: (i) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and (ii) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including but not limited to insurance).

4. Quality

4.1 The Customer shall inspect the Goods immediately on receipt and if the Goods are damaged, immediately notify the Supplier.

4.2 The Supplier warrants that on delivery and for 3 months from and including the date of delivery (**Warranty Period**), the Goods shall: (i) materially conform with their description; (ii) be free from material defects in design, material and workmanship; and (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

4.3 Subject to clause 4.3, if: (i) the Customer gives notice in writing during the Warranty Period to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1; (ii) the Supplier is given a reasonable opportunity of examining such Goods; and (iii) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business, at the Customer's cost; the Supplier shall, at its option, repair or replace the defective Goods, give an appropriate price reduction (as reasonably determined by the Supplier) or refund the price of the defective Goods in full.

4.4 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1, if: (i) the Customer makes any further use of such Goods after giving notice under clause 4.3; (ii) the defect arises because the Customer failed to follow the Supplier's instructions as to the storage, installation, use and maintenance of the Goods; the Customer alters, adapts or repairs such Goods (without the consent of the Supplier); or (iii) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

4.5 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

4.7 These Conditions shall also apply to any repaired or replacement Goods supplied by the Supplier.

5. Title and Risk

5.1 The risk in the Goods shall pass to the Customer on completion of delivery at the Delivery Location.

5.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Goods.

5.3 Until title to the Goods has passed to the Customer, the Customer shall: (i) hold the Goods on a fiduciary basis as the Supplier's bailee; (ii) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property and maintain the Goods in a satisfactory condition; (iii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and (iv) notify the Supplier immediately if it becomes subject to any of the events listed in clause 7.2; provided always that the Customer may resell or use the Goods in the ordinary course of its business.

5.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 7.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, if the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods. If the Customer fails to deliver up the Goods to the Supplier promptly, the Supplier may enter

any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6. Price and Payment

6.1 The price of the Goods shall be the price agreed between the parties on or about the time of each Order and detailed on the Supplier's invoice (whether verbally or otherwise); provided always that the Customer acknowledges and agrees that any price agreed with the Supplier for the Goods is not fixed, and may (at the Supplier's sole discretion) be varied, from time to time, in respect of any future Order which the Customer may place with the Supplier.

6.2 The price of the Goods includes the costs and charges of packaging, insurance and transport of the Goods; unless otherwise determined by the Supplier as result of the delivery location or specification by the Customer of a time of delivery where such additional charges will be shown separately on the invoice from the Supplier and shall be paid by the Customer when it pays for the Goods.

6.3 The price of the Goods is exclusive of any value added tax (**VAT**) (if applicable). The Customer shall (if applicable), on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

6.4 The Supplier may invoice the Customer for the Goods on or at any time after an Order is received from the Customer.

6.5 The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Time for payment is of the essence.

6.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

6.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7. Termination

7.1 If the Customer becomes subject to any of the events listed in clause 7.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend any deliveries under the Contract or another contract between the Customer and the Supplier, without incurring any liability to the Customer and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

7.2 For the purposes of clause 7.1, the relevant events are: (i) the Customer is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (ii) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts; (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer; (iv) the Customer is subject of a bankruptcy petition or order; and (v) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.

7.3 Termination of the Contract, however arising, shall not affect the Supplier's rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

7.4 On termination of the Contract for any reason: (i) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest; (ii) the Customer shall return all of the Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract; (iii) the accrued rights and remedies of the Supplier as at termination shall not be affected, (including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry); and (iv) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

8. Limitation of Liability

8.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (iv) defective products under the Consumer Protection Act 1987; or (v) any matter in respect of which it would be unlawful for the Supplier to limit, exclude or restrict liability.

8.2 Subject to clause 8.1: (i) the Supplier shall under no circumstances be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and (ii) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10,000.

8.3 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

9. General

9.1 Assignment and other dealings:

The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior consent of the Supplier.

9.2 Notices:

Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail. A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 9.2; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

9.3 Severance:

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

9.4 Waiver:

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.5 Third party rights:

A person who is not a party to the Contract shall not have any rights to enforce its terms.

9.6 Variation:

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed to by the Supplier.

9.7 Governing law and Jurisdiction:

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract.