

NEXUS INCENTIVES LTD - TERMS AND CONDITIONS OF SALE

1. Application of Conditions.

All goods are sold by Nexus Incentives Ltd. ("the Seller") to any purchaser ("the Buyer") upon the following terms which shall prevail over any terms contained in the Buyer's order or in the correspondence or elsewhere unless specifically agreed to in writing and signed by a director of the Seller.

2. Prices.

The prices payable for the goods shall be those in the Seller's price list/quote current at the time of dispatch. The Buyer, where applicable, shall add VAT, to all amounts payable. The Seller reserves the right to revise all prices and specifications.

3. Payment Terms.

- a) Payment of invoices shall be made in full within 30 days of the date of invoice unless otherwise specified in the quote to the Buyer.
- b) The Seller reserves the right to charge interest on overdue accounts at 5% over the Bank base rate to run from the due date for payment until receipt by the Seller of the full amount whether or not after judgements.
- c) The Seller reserves the right to alter the amount of credit allowed to the Buyer either up or down, as business changes.

4. Delivery.

- a) Delivery dates mentioned in any acknowledgement of order or elsewhere are approximate only and are not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates. Unless otherwise expressly agreed the Seller may effect the delivery in one or more instalments. Each instalment shall be treated as a separate contract.
- b) Delivery shall be at the Buyer's premises unless otherwise agreed by the Seller. Goods are despatched by the Seller's carrier, the cost of which is born by the Buyer. Goods despatched by special delivery of whatever kind at the Buyer's request are subject to a carriage surcharge. The Buyer has the right to arrange for his own carrier at his expense.
- c) If the Buyer refuses or fails to take delivery of goods tendered the Seller shall be entitled to terminate the contract with immediate effect or to dispose of the goods as it may determine and the Seller reserves the right to recover from the Buyer a minimum handling fee of 15% of the total price of such goods (plus VAT thereon) which shall be paid by the Buyer within 15 days of the date of invoice.

5. Risk and Title.

Risk in the goods shall pass to the Buyer on delivery. All goods supplied to the Buyer shall remain the sole and absolute property of the Seller as legal equitable owner until such time as the Buyer shall have paid to the Seller the agreed price.

6. Variation and Returns.

The Seller shall be deemed to have fulfilled his contractual obligations in respect to any delivery though the quantity may be different to the quantity specified in the contract and in such event the Buyer shall pay for the actual quantity delivered. Save as provided herein no returns of goods will be accepted unless authorised by the Seller's Sales Department prior to despatch and the Seller reserves the right to charge the minimum handling fee specified in 4© above except in the case of faulty garments.

7. Liability.

- a) The Seller shall not be liable to the Buyer:
 - i) For shortages in quantity delivered unless the Buyer notified the Seller of such claim within 7 days of receipt of goods.
 - ii) For damage to or loss of the goods or any part thereof in transit unless the Buyer shall notify the Seller of any claims within 7 days of receipt of the goods.
 - iii) For defects in the goods caused by fair wear and tear, abnormal conditions of storage or use or any act, neglect or default of the Buyer or any third party; and iv) For other defects in the goods unless notified to the Seller within 14 days of receipt of the goods by the Buyer provided that no liability shall be attributed to the Seller where any goods have been printed on or have changed their form in any way whatsoever.
- b) i) Where liability is accepted by the Seller under 7(a) the Seller's only obligation shall be at its option to make good any shortage or nondelivery and/or to replace any goods found to be damaged or defective and/or to refund the costs of such goods.
 - ii) The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstance exceed the cost of the defective, damaged or undelivered goods which give rise to such liability as determined by the net price invoiced to the Buyer in respect of any occurrence or series of occurrences.
- c) Subject to the foregoing all conditions warranties and representations express or implied by statute, common law or otherwise in relation to the goods are hereby excluded and the Seller shall be under no liability to the Buyer for any loss or damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise however arising and whether or not caused by negligence of the Seller, its employees or agents.

8. Force Majeure.

The Seller shall not be liable to the Buyer for loss or damage suffered by the Buyer as a direct/indirect result of the supply of goods by the Seller being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control.

9. Insolvency and Default.

If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or if an order is made or a resolution is passed for the winding up of the Buyer or if a receiver is appointed of any of the Buyer's assets or undertaking or if the Buyer takes or suffers any similar or analogous action in consequence of debt or commits any breach of this or any other contract between the Seller and the Buyer the Seller may without prejudice to any of its rights stop any goods in transit and/or suspend further deliveries and/or determine the rights of the Buyer under condition 5 and/or by notice in writing to the Buyer determine the contract.

10. Governing Law.

The contract shall be governed by and construed in accordance with English Law; the parties submit to the jurisdiction of English Courts. (updated 9.8.05).