

## ACTIVE DESIGN LTD – TERMS & CONDITIONS OF SALE

### 1. GENERAL

- 1.1 In these conditions “The Company” shall mean Active Design Ltd. With whom an order shall be placed by “the Buyer” and “the Buyer” shall mean any person, firm or company placing an order with Active Design Ltd. “U.K.” shall mean the mainland of Scotland, England Wales and Northern Ireland.
- 1.2 The “Contract ” shall mean the contract made between the Company and the Buyer for the supply of goods comprising the terms set out herein
- 1.3 Unless otherwise agreed in writing the Company’s conditions herein set out shall be deemed incorporated in any order placed by the Buyer and any acceptance of a Buyer’s order by the Company shall be deemed subject to acceptance by the Buyer of these conditions. In the event of any conflict arising between these conditions and any conditions which the Buyer might additionally seek to impose in relation to his order the Company’s conditions shall prevail. These conditions override and replace any other conditions of the Company.

### 2. CANCELLATION

The buyer may not cancel the contract without the consent of The Company, which if given shall be deemed to be on the express condition that the Buyer shall identify The Company against all loss, damage, claims, or actions arising out of such cancellation unless otherwise agreed in writing

### 3. TERMS OF PAYMENT

- 3.1 In the U.K, settlement of account is strictly net and payable within 30 days from the invoice date. Any payments or part thereof remaining unpaid after such period of 30 days shall, in the absolute discretion of the Company, carry interest thereon at the rate of 3% per annum during the period any such unpaid balance remains unpaid and shall be added to the said balance due from the Buyer to the Company and calculated on a daily basis.
- 3.2 Outside the U.K. settlement of account is strictly net. Full payment shall be due upon presentation by the Company of shipping documents and invoice in the U.K. or if Bills of Lading have been taken out by the Company then upon presentation of the Company’s invoice and notification from the Company that the goods have been tested should that be necessary.

### 4. PASSING OF RISK

- 4.1 Risk of loss or of damage to the goods shall pass to the Buyer at the time of delivery
- 4.2 The Company shall not be liable for claims of any kind from the Buyer arising from any damage to the goods occurring after the risk has been passed howsoever cause nor shall any liability of the Buyer to The Company be diminished or extinguished by reason of such loss.

### 5. TITLE TO GOODS

Title to goods shall only pass from the Company to the Buyer upon full payment being made by the Buyer for all goods sold under the Contract. In the event of delivery of the goods by instalments title to the goods comprised in each instalments shall pass to the Buyer only upon payment being made to the Company for the full invoice value of that instalment. Whilst in accordance with this condition goods delivered to the Buyer remain the property of the Company, the Buyer shall nevertheless accept all responsibility for the safe custody, protection and preservation thereof including insurance and immediately upon the goods coming into the possession of the Buyer or its Agents and pending payment of the full invoice value shall be liable to identify the Company in respect of all loss or damage of whatsoever nature affecting the goods.

### 6. DELIVERY/SHORTAGE

The buyer must inspect the goods immediately on delivery and give notice to The Company’s office in writing within seven days of delivery of any matter or thing whatsoever by reason of which the Buyer considers that the goods as delivered are not in accordance with the contract (including shortages). Any such notice must be given before the goods have been resold, cut, treated, altered or made up in any way whatsoever. If no such notice is given the goods will be deemed to be in all respects in accordance with the contract and the Buyer will be deemed to have accepted the goods and bound to pay for them. This clause does not apply to defects which the Buyer could not reasonably have discovered by careful examination of the goods. Goods can only be returned to The Company with the prior agreement in the writing of The Company. A handling charge may be imposed by The Company in respect of returned goods.

### 7. DELIVERY CHARGE

Deliveries will be charged. Please contact our Head Office for specific details.

### 8. RESPONSIBILITY

It is the responsibility of the Buyer to ensure that the product is fit for the purpose and application in which it will be used. The Buyer shall be responsible, at the Buyer’s expense, for ensuring that adequate tests are carried out.