

STANDARD CONDITIONS OF SALE

1. INTERPRETATION

1.1. In these conditions: "the Buyer" refers to the person, firm or company who purchases goods from the Company. "the Company" refers to MBC Promotions Ltd. trading as MBC Badge Company.

1.2. The headings in these Conditions of Sale are for convenience only and shall not affect their interpretation.

2. QUOTATIONS & ORDERS

2.1. A quotation is for information only and is binding on the Company only if to the extent that it is incorporated in an order, which the Company has accepted in writing.

2.2. By ordering any goods from the Company, the Buyer will be deemed to agree that these conditions shall and that any other conditions contained on or in any letter, order form, receipt or the like received by the Company in connection with the goods so ordered shall not form part of any contract made in respect of the said goods.

2.3. The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Company any necessary information relating to the goods within a sufficient time to enable the Company to perform the order within its terms.

2.4. The quantity, quality and description of and any specification for the goods shall be those set out in the Company's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Company).

2.5. The Company reserves the right to make any changes to the specification of the goods which are required to conform with any applicable safety or other statutory requirements or, where the goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.

2.6. No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and material used), damages, charges and expenses incurred by the Company as a result of cancellation.

2.7. The quotation is valid only for (a) the limited period of time set forth on the quotation or, (b) if no such period is set forth, it is valid for 30 days from the date of transmittal of the quotation from the Company to the Buyer.

3. DESIGN OF THE GOODS

3.1. All sketches and origination work remain the property of the Company.

3.2. Alterations from original copy on and after first proof, including alterations in style, will be charged extra. Proofs of all work may be submitted for the Buyer's approval: and no responsibility will be accepted for any errors in proofs, which may be passed by the Buyer.

3.3. Whilst every endeavour will be made to supply material in accordance with the quality of samples submitted or quoted for, this cannot be guaranteed.

4. PRICE & PAYMENT

4.1. Notwithstanding anything that may be quoted or agreed, the Company reserves the right to charge the price ruling at date of despatch.

4.2. The Company reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the order to reflect any increase in cost to the Company which is due to any factor beyond the control of the Company. This includes any change in delivery dates, quantities or specifications for the goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.

4.3. Subject to any special terms agreed in writing between the Buyer and the Company, the Company shall be entitled to invoice the Buyer for the price of the goods on or at any time after the placing of the order.

4.4. The Buyer shall pay the price of the goods within 30 days of the date of the Company's invoice, notwithstanding that delivery may not have taken place and the property in the products has not passed to the Buyer.

4.5. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company is entitled to:

- (a) cancel the contract or suspend any further deliveries to the Buyer
- (b) appropriate any payment made by the Buyer to such of the goods as the Company may see fit; and
- (c) charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate determined by the Company, until the payment in full is made.

4.6. The Company and the Buyer expressly agree that, until the Company has been paid in full for the goods comprised in this or any other sale contract between them, the following terms apply:

- (a) The goods comprised in this contract remain the property of the Company (although the risk therein passes to the Buyer at the point when delivery begins).
- (b) The Company may recover those goods at any time from the Buyer if the amount outstanding from the Buyer to the Company in respect of goods supplied shall remain unpaid after the due date for payment has passed and for that purpose the Company, its servants and agents may enter upon any land or building upon which the goods are situated.
- (c) The Buyer has the right to dispose of the goods in the course of his business for the account of the Company (but any warranties, condition or representations given or made by the Buyer to any third party shall not be binding on the Company) who shall be indemnified by the Buyer with respect thereto and to pass good title to the goods to his customer being a bona fide purchaser or value without notice of the Company's rights.
- (d) In the event of such disposal the Buyer has the fiduciary duty to the Company to account to the Company for the proceeds but may retain there from an excess of such proceeds over the amount outstanding under this or any other sales contract between them, and the Company has the additional right to recover the Buyer's price from the Buyer's customer the extent unpaid, if the Company avails itself of such right the Company will account to the Buyer for any such excess aforesaid less any expenses incurred by the Company in respect of such recover.

5. DELIVERY

5.1. Any dates quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay of delivery of the goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed to by the Company in writing. Delivery may be made in advance of the quoted delivery date.

5.2. If the contract provides for delivery by instalments, delay in delivery or non-delivery of any instalment shall not entitle the Buyer to treat the contract as at an end or to reject any other instalments.

5.3. The Company shall not be liable for failing to perform the contract whether wholly or in part, if any circumstance or circumstances outside the Company's control cause the failure of delivery either wholly or partly.

5.4. A shortage or surplus, charged pro rata, not exceeding 10 per cent, will be considered due execution of any order.

5.5 The Company will make every effort to keep to delivery and shipment dates but such dates are not to be treated as terms of the contract and the Company will not be responsible for any loss or damage, which may result from late delivery.

5.6. Any complaint of short delivery or of damage to goods in transit must be notified to the Company in writing otherwise upon a consignment note or delivery note document within 48 hours of receipt of the goods and any complaint of failure to deliver goods invoiced must be so notified within 7 days from the date of invoice.

- (a) If goods manufactured to the Buyer's order are ready for delivery and the Buyer fails to take delivery at the time required by the contract, the Company shall be entitled:
 - (i) to invoice such goods forthwith and to take the invoice into account; and
 - (ii) to charges at rates giving an economic return for the handling and storage of such goods and for their insurance from the date of invoice to the Buyer takes delivery or the Company disposes of the same.
- (b) If the Buyer fails to take delivery within 30 days of the date of invoice the Company shall be entitled to treat the contract as at an end, and without prejudice to any other right it may have against the Buyer, shall be entitled to resell the goods.

6. RISK & PROPERTY

6.1. Risk of damage to or loss of the goods shall pass to the Buyer in the case of the goods to be delivered at the Buyer's premises, or the Buyer's designated delivery address.

6.2. Notwithstanding delivery and the passing of risk in the goods to the Buyer, or any other provision of these conditions, the property of the goods shall not pass to the Buyer until the Company has received payment in full.

7. LIABILITY

7.1. The Company expressly exclude liability for consequential loss or damage, including but not limited to loss or damage to data or to other goods or property, or for loss of profit, business, revenue, goodwill or anticipated savings.

7.2. In the event that any limitation or provision contained in these terms be held to be invalid for any reason and the Company becomes liable for loss or damage that would otherwise have been excluded under this contract or capable of being excluded in law, such liability shall be subject to other provisions limiting the Company's liability to the price of the goods.

7.2. The Company does not exclude liability for death or personal injury to the extent that the same arises directly from the negligence of the Company or its employees.

7.3. The Company shall not be liable to the Buyer or be deemed to be in breach of the contract by any reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods, if the delay or failure was due to any cause beyond the Company's reasonable control, including but not limited to any Act of God, war, acts, regulations, strikes, difficulties in obtaining raw materials, power failure or breakdown in machinery.

8. GENERAL

8.1. No waiver by the Company of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.2. If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

8.3. The contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.