

## TERMS AND CONDITIONS OF SALE

### 1. GENERAL

1.1 In these terms and conditions "the Seller" means Just Rollers plc, "The Buyer" means the person, firm or company ordering goods or services from the Seller; "the Goods" means goods ordered by the Buyer from the Seller and includes goods added or replaced during the provision of the Services; "the Services" means the work carried out by the Seller in the covering, stripping and re-covering or repair of items supplied by the Buyer; "the Contract" means the contract under which the Seller provides Goods and/or Services to the Buyer.

1.2 These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the Seller and the Buyer with reference to Goods or Services supplied by the Seller, and shall apply to all Goods supplied (or Services provided) from time to time by the Seller to the Buyer. Without prejudice to the generality of the foregoing, the Seller will not be bound by any standard or printed terms furnished by the Buyer in any of its documents, unless the Buyer specifically states in writing separately from such terms that it intends such terms to apply and the Seller acknowledges such notification in writing.

1.3 These terms and conditions shall not be affected by any previous dealings between the Seller and the Buyer.

1.4 Each order given by the Buyer and accepted by the Seller shall be regarded as a separate and new Contract.

### 2. VARIATION

2.1 Neither the Buyer nor the Seller shall be bound by any variation, waiver of, or addition to these terms and conditions except as agreed by both parties in writing and signed on their behalf.

2.2 These terms and conditions can only be varied by a director of the Seller in writing.

### 3. DESCRIPTION

3.1 Any description of the Goods is given by way of identification only and the use of such description shall not constitute a sale by description.

### 4. SAMPLE

4.1 Notwithstanding that a sample of the Goods may be exhibited to and inspected by the Buyer, it is hereby declared that such sample is exhibited and inspected solely to enable the Buyer to judge for itself the quality of the bulk, and not as to constitute a sale by sample.

### 5. EXCLUSIONS

5.1 No liability whatsoever shall be incurred by the Seller in respect of any representation made by the Seller or its agents to the Buyer or the Buyer's agents before the Contract was made where such representation related or referred in any way to (i) the correspondence of the Goods and (where appropriate) the Services to any description or (ii) the quality of the Goods and (where appropriate) the Services or (iii) the fitness of the Goods for any purpose whatsoever.

5.2 No liability whatsoever (other than as expressly set out in these terms and conditions) shall be incurred by the Seller to the Buyer in respect of any express term of the Contract whether a condition, warranty or intermediate stipulation (including any liability arising from the breach of such term) where the said term relates or refers in any way to (i) the correspondence of the Goods and (where appropriate) the Services to any description or (ii) the quality of the Goods and (where appropriate) the Services or (iii) the fitness of the Goods for any purpose whatsoever.

5.3 All implied terms, conditions or warranties whether statutory or otherwise as to (i) the correspondence of the Goods to any description or (ii) the merchantable quality of the Goods or (iii) the fitness of the Goods for any purpose whatsoever (whether made known to the Seller or not) (iv) the Services being carried out with reasonable care and skill are hereby excluded from the Contract (other than as may be expressly set out in these terms and conditions).

5.4 The Seller does not seek to exclude liability for death or personal injury caused by the Seller's negligence, nor (where the Buyer deals as a consumer within the meaning of Section 12 of the Unfair Contract Terms Act 1977) to exclude liability for breach of the obligations arising from Sections 13 to 15 of the Sale of Goods Act 1979 or Sections 2 to 4 and Section 13 of the Supply of Goods and Services Act 1982.

## 6. PRICE

6.1 The price for the Goods and (where appropriate) the Services ("the Price") shall be the Seller's quoted price or, where no price has been quoted, the invoice price. The Seller reserves the right to vary any quoted or agreed price for the Goods or the Services, should there be an increase in the Seller's costs.

6.2 Any variation to the Price as a result of any alteration of government taxes or levies will be for the Buyer's account.

6.3 The Price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

## 7. PAYMENT

7.1 Payment under the Contract is due 30 days after the end of the month of the invoice date (unless otherwise agreed in writing).

7.2 The Buyer agrees that the Buyer will not be entitled for any reason to make any deduction from or withhold any payment due to the Seller.

7.3 Time for payment of all sums payable to the Seller shall be of the essence of the Contract.

7.4 If payment of the Price is not made in full by the due date for payment whether the same be demanded or not the Seller shall be entitled (without prejudice to any other rights it may have);

7.4.1 to charge interest (both before and after any judgement) on the outstanding amount at the rate of 2% per calendar month above the Base Rate of HSBC from time to time in force and accruing daily; and

7.4.2 to require payment in advance of delivery of undelivered Goods; and

7.4.3 to refuse to deliver any undelivered Goods whether ordered under the Contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery; and

7.4.4 to retain possession of and to have a lien over all items supplied to the Seller by the Buyer whether under the Contract or otherwise until such time as the Price is paid; and

7.4.5 to terminate the Contract.

## 8. DELIVERY

8.1 The Goods are delivered to the Buyer when the Seller delivers the Goods to the Buyer or any agent of the Buyer at the premises of the Buyer designated in the Contract (or other delivery point if agreed by the Seller in writing).

8.2 The Seller has the right to deliver the Goods by instalments in any sequence.

8.3 If the Goods are delivered by instalments:-

8.3.1 each instalment will be deemed to be the subject of a separate Contract; and 8.3.2 any default or failure by the Seller in respect of one or more instalments will not vitiate the Contract in respect of the Goods previously delivered or undelivered Goods.

8.4 The Seller may deliver to the Buyer and the Buyer must accept in satisfaction of the Contract a lesser sum than the number of the Goods ordered.

8.5 Any dates stated by the Seller for the delivery of the Goods are approximate only and do not form part of the Contract and the Buyer agrees that the Buyer will have no regard to quoted delivery dates. Time of delivery shall not be of the essence of the Contract. The Goods may be delivered by the Seller in advance of any quoted delivery date upon giving reasonable notice to the Buyer.

8.6 If the Buyer fails to take delivery of the Goods (or any part of them) on the due date the Seller will be entitled at its option (and without prejudice to its other rights) having tendered delivery of the Goods:

8.6.1 to store (or arrange for storage of) the Goods and upon the Seller tendering delivery of the Goods, delivery will be deemed to have taken place, risk in the Goods will pass to the Buyer and the Buyer will pay to the Seller on demand all costs and expenses (including but not limited to storage and insurance charges) arising from the failure; or

8.6.2 to sell the Goods at the best price readily obtainable and (after deducting from the sale proceeds all reasonable storage and selling expenses) charge the Buyer for any shortfall below the Price under the Contract.

## 9. RISK

9.1 Risk of damage to or loss of the Goods will pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods in accordance with Clause 8.6 above.

## 10. PROPERTY

10.1 The property in the Goods will not pass to the Buyer until payment of the Price for the Goods and any installation of the Goods (and for all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due) has been made in full. Until such time:-

10.1.1 The Buyer will hold the Goods as the Seller's bailee and fiduciary agent, and 10.1.2 The Buyer will store the Goods separately from other Goods so that they can be identified as the Seller's property and will keep the same protected and insured.

10.2 If notwithstanding Clause 10.1 above the Buyer resells or uses the Goods prior to property passing to the Buyer the Buyer shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds and shall hold all such proceeds on trust for the Seller and separate from any moneys or property of the Buyer and other parties and, in the case of tangible proceeds, properly stored, protected and insured.

10.3 Until such time as property in the Goods passes to the Buyer the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are believed to be stored and repossess the Goods.

## 11. DEFECTS IN GOODS/NON-DELIVERY - CLAIMS

11.1 Any claim for non-delivery of any Goods must be notified in writing by the Buyer to the Seller within 21 days from the date on which the Goods were to be delivered.

11.2 Any claim that the Goods have been delivered in a damaged state must be notified in writing to the Seller within 21 days of delivery of the Goods.

11.3 Any alleged defects in the Goods or any claim that the Services have been carried out incorrectly must be notified by the Buyer to the Seller within 21 days of delivery of the Goods.

11.4 The Buyer shall in each notification as is referred to in sub-clauses 11.1 to 11.3 above give full details of the claim.

11.5 The Buyer must afford the Seller reasonable opportunity and facilities to investigate any claims made by the Buyer and if required in writing by the Seller must promptly return any Goods which are the subject of a claim (together with any packing) securely packed and carriage paid to the Seller for examination.

11.6 The Seller will have no liability whatsoever in respect of claims made otherwise than in accordance with the provisions of sub-clauses 11.1 to 11.5 above.

## 12. DEFECTS IN GOODS/NON-DELIVERY - REMEDIES

12.1 Subject to sub-clause 12.3 and provided that Clause 11 has been complied with, if the Buyer proves that any Goods have not been delivered or have been delivered damaged the Seller will at its option replace the same with similar Goods or allow the Buyer credit for their invoice value or repair damaged Goods.

12.2 Subject to sub-clause 12.3, and provided that Clause 11 has been complied with, if the Buyer proves that any Goods are defective or that the Services have been carried out incorrectly the Seller shall at its option replace the same with other Goods or repair the Goods or allow the Buyer credit for their invoice value or to the extent that any Goods are not of the Seller's manufacture assign to the Buyer (so far as the Seller is able to do so at the cost of the Buyer) all such rights against the manufacturer in respect of the Goods as the Seller may have.

12.3 Under no circumstances will the Seller be liable for:-

12.3.1 defects or damage resulting from fair wear and tear or improper use by the Buyer or failure by the Buyer to comply with the instructions or advice of the Seller or the manufacturer of the Goods or neglect of any other description;

12.3.2 Goods which have been adjusted altered adapted or repaired by any party other than the Seller;

12.3.3 variations in the quantities or dimensions of any Goods or changes in specifications or substitution of any material or components if the variation or substitution does not materially affect the characteristics of the Goods and the substituted materials or components are of a quality equal or superior to those specified;

12.3.4 any defect arising from any design or specification provided or made by the Buyer or if any adjustments alterations adaptations or other work has been done to the Goods by any person other than the Seller.

12.4 In no circumstances whatsoever shall the Seller's liability to the Buyer (on whatever ground) arising under out of or in connection with the Contract or the Goods or the Services exceed the Price of the particular Goods in regard to which complaint is made.

### 13. TERMINATION OF SUPPLY

13.1 The Seller may (without prejudice to its other rights) in its absolute discretion suspend or terminate the supply of any Goods (or the provision of the Services) if the Buyer fails to make punctual payment of any sum due or becomes insolvent or if the Seller reasonably believes that any of the said events may occur.

### 14. BUYER'S SPECIFICATION

14.1 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

### 15. CHANGES IN SPECIFICATION

15.1 The Seller reserves the right to make any changes in 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 Seller's specification, which do not materially affect their quality or performance.

### 16. CANCELLATION

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

### 17. FORCE MAJEURE

17.1 If a delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delay in receipt of raw materials or bought-in goods or components or any other cause beyond the reasonable control of the Seller a reasonable extension of time for delivery shall be granted and the Buyer shall pay such reasonable extra charge as shall have been occasioned by the delay.

### 18. LAW

18.1 These terms and conditions shall be governed by and construed according to English Law and the parties to the Contract hereby submit to the non-exclusive jurisdiction of the English Courts.

## 19 . TAX EVASION

19.1 The other party shall and shall procure that persons associated with it or other persons who are performing services in connection with this agreement shall:

19.1.1 comply with all applicable laws, statutes, regulations, and codes relating to the prevention of tax evasion and/or the facilitation of tax evasion (“Relevant Requirements”), including but not limited to the Criminal Finances Act 2017

19.1.2 specifically not engage in any activity, practice or conduct which would cause an offence to be committed under sections 45 and 46 of the Criminal Finances Act 2017;

19.1.3 not do, or omit to do, any act that will cause or lead the Company to be in breach of any of the requirements of the Criminal Finances Act 2017;

19.1.4 promptly report to the Company any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017.