

STANDARD TERMS AND CONDITIONS

1. In these standard conditions the following shall have the meaning set out in this clause unless the context otherwise requires:

'Buyer' The party which has agreed to buy the goods from the Seller.

'Seller' JR Lakatos Limited (Company Registration Number 08003260), trading as Total Wall Coverings,

whose registered office is at 27 Meadow Bank Park, Hamnish, Leominster, Herefordshire, HR6 0QN

'Conditions' Those terms set out in these standard conditions and any special conditions which the Seller

has agreed in writing with the Buyer.

'Goods' Those articles which the Buyer has agreed to purchase.

'Delivery Date' The date upon which the Seller undertakes to deliver the Goods to the Buyer.

'Quotation' The quotation overleaf

'Price' The price at which the Seller has agreed to sell and the Buyer to buy the Goods.

2. The headings in these Conditions do not form a part thereof.

3. These Conditions apply to all contracts of sale between the Seller and the Buyer to the exclusion of all others, whether

contained in a purchase invoice, Buyer's terms and conditions or otherwise save where either:

3.1 the Seller agrees in writing that the Conditions may be so varied or

3.2. such of the Buyer's or other terms are consistent with the Conditions and purport

3.2.1. neither to add to nor increase the obligations of the Seller nor

3.2.2. to reduce, restrict or limit the obligations of the Buyer.

4. The placing of any order by the Buyer shall be deemed to be an offer to purchase Goods subject to these Conditions. The

earlier occasion of the payment for the Goods or acceptance by the Buyer of any Goods purchased from the Seller shall be

conclusive evidence of acceptance of these Conditions.

5. No variation of these terms shall be effective unless contained in a document signed by the Seller.

6. Price

6.1. The Price of the Goods shall be that set out in the Quotation.

6.2 The costs of delivery are set out in the Quotation.

6.2. The Price and costs of delivery do not include VAT which shall be chargeable in addition at the applicable rate.

7. Payment

7.1. Payment for the Goods is due when the Buyer places its order with the Seller, unless the Buyer has a trade account

with the Seller.

7.2. Where the Buyer has opened a trade account with the Seller, payment on any invoice is due within 30 days of

rendering. Time is of the essence in respect of this term.

7.3. Interest on amounts overdue including VAT will accrue at the rate of 8% above the ordinary lending rate of the Bank of

England from time to time and will continue to accrue both before and after any judgment unless the relevant judgment

rate after judgment is higher.

8. Retention of title by the Seller

8.1. The title to any consignment of the Goods will remain with the Seller until the Seller has received:

8.1.1. full payment for them

8.1.2. full payment for any other Goods or products supplied under any other contract between the Seller and the

Buyer.

8.2. Until full payment is received as specified in this Clause 8 the Buyer hereby acknowledges that he has possession of

the Goods solely as bailee and in a fiduciary capacity for the Seller.

8.3. The Buyer shall keep the Goods separate and clearly identifiable as the property of the Seller until title has passed

under the provisions of this Clause 8.

9. The Goods

The quantity and description of the Goods supplied under these Conditions shall be as set out or identified in the Quotation.

10. Warranty as to conformity with description

The Seller warrants that the Goods supplied under these Conditions will correspond, at the time of delivery, with the

description it has given to the Buyer. All other warranties, terms or conditions relating to quality, fitness for purpose or

condition, whether implied by common law or statute, or express are excluded save where to do so would be by law

impermissible.

11. Delivery

11.1. Risk shall pass on delivery and delivery shall be effected when:

11.1.1. the Goods are collected by the Buyer or its agent or carrier or

11.1.2. the Goods are delivered to the address agreed in the order confirmation or such other address as has been

agreed by the Parties in writing prior thereto. Delivery shall be on the Delivery Date but in respect thereof time

shall not be of the essence although the Seller will use its best endeavours to effect it at the date therein

specified. No liability will accrue to the Seller for late delivery of the Goods and in respect of short or nondelivery

its liability shall be limited to a refund of that part of the purchase price which reflects the non-delivery

or shortfall or the making up of such short delivery at the Seller's discretion.

12. Liability for breach

12.1. Whilst the Seller will endeavour at all times to comply with its legal and contractual obligations to the Buyer it does not

accept liability for any loss suffered by the Buyer as a result of any misrepresentation, misdescription, breach of

contract, breach of duty or other act or omission (unless fraudulent) however made or caused which constitutes more

than a refund of any sum paid or the waiver of any sum contractually payable by the Buyer for the Goods.

12.2. The Seller does not accept liability for any consequential economic or other losses suffered by the Buyer whether

resulting from misrepresentation, misdescription, breach of contract, breach of duty or other act or omission (unless fraudulent) however caused.

12.3. Nothing in these Conditions shall limit the right of either Party to seek to recover damages for personal injury or death occasioned by breach of contract or breach of duty by the other Party, its employees or agents.

13. Acceptance

The Buyer shall be deemed to have accepted the Goods 30 hours after delivery. Thereafter the Buyer will not be entitled to reject the Goods on the basis that they do not conform to those to be supplied under these Conditions.

14. Liability after acceptance of the Goods

The Seller shall have no liability to the Buyer in respect of the Goods after they have been accepted by it.

15. Liability after rejection of the Goods

If the Buyer is entitled to and does reject the Goods the Seller shall have no further obligation to supply goods which conform to those the subject matter of these Conditions.

16. Law and jurisdiction

This Agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

17. Invalid clauses

In the event that any term of these Conditions is found to be invalid or otherwise unenforceable then such term shall be regarded and construed as severable from the Conditions so as not to affect the validity and enforceability of the remainder.