

CONDITIONS OF SALE OF CP CASES ("COMPANY")

1. ACCEPTANCE

These conditions shall prevail over any conditions in the customer's order or in correspondence or elsewhere. Any Purported variation in any term or condition shown here shall have no effect unless duly authorised by an officer of the Company.

2. TITLE

All goods delivered to or collected by the customer shall remain the property of the Company, which shall retain title thereto until the customer has paid in full all sums due to the Company in respect of such goods in accordance herewith. The customer shall be deemed to have declared itself trustees of the goods for the Company until such sums are paid, and the customer shall hold the goods trustee pending such payment.

3. DELIVERY/COLLECTION

The Company will endeavour to deliver goods or make goods available for collection by any time or date quoted by it therefore, but shall not be liable for any loss to customers arising directly or indirectly out of any delay.

4. RISK

All goods are at the customer's risk from the time of delivery to collection by the customer. Until full payment has been made for the goods, the customer shall keep them fully insured and shall indemnify the Company against any loss or damage there to howsoever arising.

5. PAYMENT

5.1 Where, at the Company's discretion, payment is not made for goods at the time of delivery to/collection by customers, payment in full for goods shall be made to the Company for value within 30 days of the date of invoice. Cheques are accepted strictly on that basis. Without prejudice to its other rights and remedies for late payment, interest shall accrue from day to day on amounts not so received by the Company until payment is actually made whereupon the amount of interest so accrued shall immediately become due to the Company and shall be added to the payment so made. The Company shall at all times be entitled to judgement for the aggregate of such amounts.

5.2 The rate of interest for late payment as aforesaid shall be 2% per calendar month. Interest shall be compounded monthly.

5.3 If payment is overdue in whole or in part for goods the company may (without prejudice to its other rights) recover or re-sell the goods or any of them and may enter the customers premises for that purpose. Any loss sustained on such re-sale shall be for the account of the customer.

6. LIABILITY AND RETURNS

6.1 The Company shall not be liable for any defective or damaged goods unless such defects are reported to the Company in writing within 14 days of discovery and the damaged or defective goods are returned to the Company carriage and insurance paid.

6.2 The Company will replace free of charge all goods so returned and found on inspection by the Company to be damaged or defective as a result of faulty design, manufacture or workmanship.

6.3 All other conditions, warranties or terms whether express or implied, statutory or otherwise are, to the extent permitted by law, hereby expressly excluded and the liability of the Company shall in no circumstances exceed the net invoice price of the goods.

6.4 The Company shall in no circumstances, except as required by law, be liable for any consequential or indirect loss or damage of whatsoever nature and howsoever arising including but without limitation to, the generality of the foregoing, loss of profit, loss of business opportunity, loss of operation time, loss of use of any equipment, or any form of customers' or third parties' loss.

7. TO PARTNERSHIPS AND SOLE TRADER DEBTORS

7.1 We may transfer information about you to our bankers/financiers for the purposes of providing services and for the following purposes:-

Obtaining credit insurance

Making credit reference agency searches

Credit control

Assessment and analysis (including credit scoring, market, product and statistical analysis)

Securitisation

Protecting our interests

We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.