

## **BRIGHT IDEAS GLOBAL GROUP LTD. TERMS & CONDITONS OF SALE**

### **1. GENERAL**

1.1 All orders for goods (the "Goods") to be supplied by Bright Ideas Global Group Limited or any of its subsidiary companies as the case may be (hereinafter referred to as the "Company") are subject to these conditions of sale and the placing of an order by a buyer ("the Buyer") will constitute acceptance of these conditions.

1.2 These conditions may not be modified or varied unless the Company agrees in writing and the Company will not be deemed to accept any other conditions not waive any of these conditions by failing to object to provisions contained in any purchase order or other communications from the Buyer. No person has authority on behalf of the Company to vary any conditions except by a written variation signed by a director or the company secretary.

### **2. VALIDITY OF QUOTATIONS**

2.1 Quotations from the Company are stated to be open for such time as may be specified in each such quotation and provided it is not withdrawn by the Company in such period it remains capable of acceptance. No binding contract will be created by the acceptance by the Buyer of the Company's quotation until notice of such acceptance has been given in a purchase order and has either been signed by the Company's duly authorised representative or the Company has indicated to the Buyer orally or in writing its acceptance of such order.

2.2 If the Buyer places an order with the Company without requesting a quotation from the Company or before such quotation has been provided, all deliveries carried out in satisfaction of such order will be subject to these conditions.

### **3. NEW ACCOUNTS**

Prospective Buyers wishing to open a credit account are requested to complete and sign a New Account form ("New Account Form"). The Proprietor(s), Partner(s) or an authorised employee (if a Limited Company), must sign the Application Form. Until an Application Form has been received and a credit account approved, orders will not be accepted until cleared funds have been received

### **4. SETTLEMENT TERMS**

4.1 Unless otherwise agreed by the Company in writing, accounts are payable within 30 days of the invoice date. If the Buyer has exceeded any agreed credit terms, the Company may demand immediate payment of all amounts outstanding from the Buyer to the Company on any account. The Company reserves the right to withdraw credit at any time and demand immediate payment of all monies outstanding.

4.2 The Company, at its discretion, shall be entitled to exercise its statutory right to claim interest under the Late Payment of Commercial Debts Regulations 2002, as modified or re-enacted from time to time. The Company may exercise this right, in addition to any other rights it may have in respect of Goods or non-payment.

4.3 Where the contract is to be or may be fulfilled in separate instalments, deliveries or parts, payment for each such instalment delivery or part will be made as if the same constituted a separate contract. Failure by the Buyer to pay for an instalment in accordance with this clause will entitle the Company without prejudice to its other rights and remedies to suspend further deliveries of Goods under any other contract to the Buyer, pending payment by the Buyer.

4.4 The Buyer will indemnify the Company against all cost, losses and liability including but not limited to all legal expenses and disbursements incurred by the Company in recovering any amount which is overdue from the Buyer to the Company pursuant of the Agreement or otherwise.

### **5. PRICES**

5.1 Unless otherwise agreed in writing all orders are executed subject to prices and any relevant discounts ruling at the date of receipt of the order and any price list of the Company whether published or not will not affect the right of the Company to charge for Goods in accordance with this clause. All prices are subject to the addition of Value Added Tax at the appropriate rate.

5.2 In the event of termination, variation or suspension of a contract on the Buyer's instruction or by lack of instruction, the contract price will be adjusted to reflect the additional costs incurred by the Company. Where a

price per unit has been quoted and the Buyer requires a smaller number of units to be delivered than those quoted for, the Company reserves the right to adjust the rates of prices applicable thereto.

## **6. CREDIT**

Any contract will be subject to the Company being satisfied as to the Buyer's credit worthiness and without prejudice to the generality of the foregoing the Company may in its absolute discretion, having informed the Buyer that the Goods are ready for delivery, refrain from delivering the Goods until such time as the Buyer tenders the purchase money to the Company in a form satisfactory to the Company.

## **7. ORDERS**

7.1 The Buyer may place orders by post, fax, e-mail or telephone.

7.2 Where orders are sent by post fax or e-mail in confirmation of telephone instructions the Buyer will ensure they are clearly marked as such, failing which any additional expense incurred by the Company as a result of duplication of orders will be charged to the Buyer.

## **8. DELIVERY**

8.1 Delivery dates (if any) given by the Company are given in good faith to indicate estimated delivery times but will not amount to any contractual obligation to deliver at the times stated. The Company will not be liable for any loss including (but not limited to) loss of profit, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence) nor unless any delay exceeds 180 days will such delay entitle the Buyer to terminate or rescind the contract.

8.2 Failure by the Company to deliver any one or more (but not all) instalments in accordance with this contract will not entitle the Buyer to treat this contract as repudiated.

8.3 If the Buyer fails to take delivery of any of the Goods when they are ready for delivery, or fails to provide any instructions or authorisations required to enable Goods to be delivered on time the Goods will be deemed to have been delivered and (without prejudice to its other rights) the Company may:-

8.3.1 store the Goods until actual delivery or sale and charge the Buyer for all

related costs and expenses (including, without limitation, storage and insurance); and/or

8.3.2 following written notice to the Buyer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price agreed with the Buyer.

## **9. PASSING OF TITLE/RISK**

9.1 Risk of damage to or loss of the Goods will pass to the Buyer upon delivery.

9.2 Ownership of the Goods will not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to the Company from the Buyer on any account.

9.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:

9.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

9.3.2 store the Goods (at its own cost) separately from all other goods of the Buyer or any third party so that they are identifiable as the Company's property;

9.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

9.3.4 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer will produce evidence of the policy of insurance to the Company; and

9.3.5 hold any proceeds of such insurance on trust for the Company separately from any other money, and not pay the proceeds into an overdrawn bank account.

9.4 The Buyer may resell the Goods before ownership has passed to it provided such sale is:

9.4.1 in the ordinary course of the Buyer's business at full market value and the Buyer will account to the Company accordingly; and

9.4.2 on the Buyer's own behalf and the Buyer deals as principal when making such sale.

9.5 If the Company cannot determine which goods are the Goods, the Buyer will be deemed to have sold all goods sold by the Company to the Buyer in the order which they were invoiced to the Buyer.

9.6 The Company will be entitled to recover payment for the Goods notwithstanding that ownership of any Goods has not passed from the Company.

9.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

#### **10. DELIVERY/CARRIAGE**

10.1 The company reserves the right to charge carriage for delivery. Any such charges will either be contained or referred to in the applicable quotation.

#### **11. PACKAGING**

11.1 The Company may impose additional charges in respect of packaging it uses for transportation and delivery of the Goods. Any such charges will either be contained or referred to in the applicable quotation.

#### **12 DAMAGE IN TRANSIT AND SHORTAGES**

12.1 The Company will, when the price quoted includes delivery, repair or replace free of charge Goods damaged in transit provided that the Company and its designated carriers receive written notification of such damage within three days of delivery. Goods received in a damaged or unsatisfactory condition must be signed for as such.

12.2 On receipt Goods should be checked by the Buyer with the advice note enclosed with the Goods. Shortage claims will be considered if the Company and its designated carriers receive written notification of any such shortage within 3 days of delivery failing which no liability will be admitted. In any such case, the packaging and contents should be retained for inspection.

#### **13 RETURNS**

13.1 Goods correctly supplied may not be returned without the Company's written agreement. Goods so returned must be consigned carriage paid and accompanied by a packing note stating the Company's invoice number and date thereof together with the reason for return. In such circumstances, the Company may impose a restocking charge.

13.2 If the Goods (or any of them) are returned and are subsequently lost in

transit the Company will only issue credit if it can be conclusively proved that the Company or its agents have actually removed the Goods from the Buyer's premises.

#### **14 QUALITY & MANUFACTURER GUARENTEES**

14.1 The Company liability for Goods manufactured by it is limited to making good any defect by replacing the same or at the Company discretion by replacement within a period not exceeding 12 months after despatch, provided that

(i) Defects have arisen solely from faulty materials or workmanship

(ii) Goods have not received maltreatment, inattention or interference

(iii) The seals of the Goods remain unbroken and

(iv) The defective goods are promptly returned free of charge to the Company

14.2 Unless the Company specifies otherwise in its quotation, the Company will not be liable for any defect in quality of any of the Goods not manufactured by the Company.

14.3 Where the Goods are not manufactured by the Company, the guarantee of the manufacturer shall be accepted by the Buyer.

#### **15. BUYER'S DESIGN**

The colour dots/descriptions are to act as a guide and are therefore not guaranteed to be the exact colour of the item, please ask to view a sample or swatch.

15.1 The Buyer warrants that the Design it supplies to the Company is accurate and free from error. The Company shall not be liable for any losses, claims, damages, costs or expenses suffered by the Buyer resulting from any error or inaccuracy in such Design.

15.2 Where the Company supplies Goods bearing printed matter for the Design no claim whatsoever shall be made in respect of -

15.2.1 the contents, colouring or position of such Design unless such claim is made within four days after delivery of the first consignment delivered under any Order. No such claim can be accepted if the said contents, Design or position comply with a proof submitted to and approved by the Buyer or the Company;

15.2.2 any defective printing after any part of the Goods comprised in any consignment delivered in pursuance of any Order has been used for any purpose whatsoever.

### **15.3 DESCRIPTIVE MATTER, SPECIFICATIONS AND ILLUSTRATIONS**

15.3.1 All descriptive and forwarding specifications, drawings and particulars of weights and dimensions issued by the Company are approximate only and intended only to present a general idea of the goods to which they refer and will not form part of the contract.

15.3.2 The Company's policy is one of continuous improvement and it reserves the right to make reasonable changes to product specifications at its discretion. When placing an order with the Company, the Buyer must satisfy himself that the Company's then current specification of all the Goods is appropriate for its (or its customer's) requirements.

### **16. LIMITATIONS OF LIABILITY**

16.1 Nothing in these terms and conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation, or the conditions as to title implied by section 12 of the Sale of Goods Act 1979 as amended from time to time.

16.2 Any quotation includes only such Goods accessories and work in the quantities and to the specifications, which are stated therein.

16.3 Subject to clause 16.1 and 16.2

16.3.1 the Company's total liability in contract tort (including negligence or breach of statutory duty) misrepresentation or otherwise, arising in connection with the performance of this contract will be limited to the price

agreed for the Goods; and

16.3.2 the Company will not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term, or any duty at law or under the express terms of contract for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation (whether caused by the negligence of the Company, its employees, agents or subcontractors) which arise out of or in connection with this contract.

### **17. TERMINATION**

Without prejudice to any other rights or remedies under the contract, either party may by written notice to the other, terminate the contract or (in the case of the Company) suspend future deliveries if:

18.1 the other fails to comply with any material obligation hereunder and such failure has not been remedied within ten days of written notification from the party requiring remedy.

18.2 The Buyer fails to furnish the Company with any information or instructions it requires to fulfil any order.

18.3 Any distress or execution is levied upon the Goods of the Buyer or if he makes or offers to make any arrangement with or for the benefit of his creditors or commits any act of bankruptcy or, being a limited company has a receiver appointed of its undertaking or assets or any part thereof or for the purposes of a reconstruction or amalgamation without solvency goes into liquidation or has an administrator or administrative receiver appointed.

### **19. COPYRIGHT**

All drawings descriptions and other information submitted by the Company will remain the property of the Company together with the copyright therein.

### **20. VALUE ADDED TAX**

Where chargeable Value Added Tax will be charged at the rate applicable at the date the Goods are despatched.

### **21. LEGAL CONSTRUCTION**

21.1 Unless otherwise agreed by the Company in writing, these conditions

will in all respects be construed and operate as an English contract, in conformity with English Law, and the parties submit to the exclusive jurisdiction of the English courts.

21.2 Any provision of this contract which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable ( in whole or part) will to the extent of such invalidity, avoidance, unenforceability or unreasonableness be deemed severable and the other provisions of this contract and the remainder of such provisions will not be affected.

21.3 Failure by the Company to enforce or partially enforce any provision of this contract will not be construed as a waiver of any rights under this contract.

## **22. SAMPLES**

22.1 The company reserves the right to charge for the issue of sample products. Any such charges will either be contained or referred to in the applicable quotation.

## **23. CANCELLATION OF AN ORDER**

The Company reserves the right to refuse to accept any cancellation of an order other than in accordance with the provisions of condition 18 unless notification in writing is given to the Company and accepted in writing by the Company. In the event of any cancellation the Buyer must pay expenses incurred by the Company.

## **24. MINIMUM INVOICE VALUE**

The Company reserves the right to impose a surcharge on orders less than GB£5 net value exclusive of VAT and a minimum invoice charge of GB£5 plus VAT will be imposed.

## **25. CERTIFICATION**

A buyer requiring Goods from a quality assured source or certificates of conformity must specify its requirements in writing at the time of placing the order.

## **26. FORCE MAJEURE**

26.1 The Company will not be liable to the Buyer in any matter or be deemed

to be in breach of this contract (subject to condition 16) because of any delay in performing or any failure to perform any of the Company's obligations under this contract if the delay or failure was due to any cause beyond the Company's reasonable control.

26.2 Without prejudice to the generality of condition 26.1 the following will be included as causes beyond the Company's reasonable control:

26.2.1 governmental actions, war, threat of war, national emergency, riot, civil disturbance, sabotage or requisition;

26.2.2 Act of God, fire, explosion, flood, epidemic or accident;

26.2.3 Import or export regulations or embargoes;

26.2.4 Labour disputes not including disputes involving the Company's work-force; or

26.2.5 Inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour.