



STANDARD SUPPLY TERMS

1. Interpretation

1.1 In this document:

'Company' means Odeiga House Ltd, whose company's registration number is 03637939 and whose registered office is at Unit 46 Carioca Business Park, 2 Hellindon Close, Ardwick Manchester M12 4AH.

'Contract' means the agreement between the Company and the Customer in relation to the sale of the Goods

'Customer' means the company or firm who has placed an order for Goods with the Company.

'Goods' means the product described in the schedule attached to this Contract.

'Order Form' means the order form for the Goods completed by the Customer and signed by the parties.

'Price' means the price for the Goods set out in the Order Form, (Excluding VAT).

'Terms' means the standard terms of sale set out in this document.

'VAT' means value added tax or any other tax replacing the same.

1.2 Headings in these Terms are for convenience only and shall not affect their interpretation.

2. PREVAILING TERMS

2.1 The Company shall sell, and the Customer shall purchase the Goods; in accordance with the Order Form and subject to these Terms, which shall govern the Contract to the exclusion of any terms put forward by the Customer. No action or inaction of the Company shall be deemed to constitute acceptance of the Customer's terms.



- 2.2 Each party acknowledges that, entering this contract does not rely on any representation, warranty or other provision except as expressly written in these Terms.

3. DELIVERY

- 3.1 Any dates quoted for delivery of the Goods in the Order Form are approximate only and cannot be guaranteed.
- 3.2 The Company shall deliver the Goods to the UK address specified on Order Form.

4 Tolerances

The Company reserves the right to deliver up to 5% more or less than the quantity of Goods set out in the order Form without any adjustment to the Price, and the quantity so delivered shall be deemed to be the quantity ordered.

5 Price and Payment

- 5.1 The Price is exclusive of VAT, which shall be due at the rate prevailing at the date of the Company's invoice.
- 5.2 The Customer shall pay the Price and VAT (if vat able) within thirty (14 -30) days of the date of the invoice for the Goods.
- 5.3 The duration of all credit facilities will be at the discretion of the Supplier, upon the recommendation of the Agent. The Company shall be entitled to issue invoices on or after the date of delivery of the Goods. The Time of payment of the Price shall be of the essence of the Contract.
- 5.4 If the Customer is late in payment for the Goods, it shall, in addition to the Price, pay interest on the sums paid late at the rate of three percent (3%) above the base lending rate of Barclays Bank plc in force from time to time.
- 5.5 If the Customer is late in payment for the Goods, the Company may bring an action for the price and all sums due under clause 5 notwithstanding that property in the Goods has not yet passed to the Customer.

6. Risk and Property

- 6.1 Risk in the Goods shall pass to the Customer on delivery in accordance with clause 3.
- 6.2 Notwithstanding delivery and the passing of risk in the Goods, the



title in the Goods shall not pass to the Customer until the Customer, has paid the Company all sums due and payable by it to the Company under the Contract and all other contracts between the Company and the Customer.

- 6.3 Until the property in the Goods passes to the Customer in Accordance with clause 6.2 the Customer shall store the Goods separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property.
- 6.4 Until such time as property in the Goods passes from the Company, the Customer shall upon request deliver up to the Company such of the Goods as have not been resold by the Customer. If the Customer fails to do so the Company may enter upon any premises owned, occupied or controlled by the Customer where the Goods are or may be situated and repossess the Goods. On the making of such request, the rights of the Customer under Clause 6.5 shall cease.
- 6.5 Notwithstanding that the Goods (or any of them) remain the property of the Company; the Customer may sell the Goods in the ordinary course of the Customer's business. Any such sale or dealing shall be a sale or use of the Company's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales.
- 6.6 Until the date that property in the Goods passes from the Company, the Customer shall insure the Goods against the risks for which a prudent owner would insure them and hold the policy on trust for the Company.

6.7

7. Provisions as to quality

- 7.1 The Company warrants that at the date of delivery:
- 7.1.1 The Goods shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 7.1.2 The Goods shall be fit for any purpose held out by Company at the time of the Contract.
- 7.1.3

8. Limitation of Liability

- 8.1 This Clause 8 sets out the entire financial liability of the Company to



the Customer in respect of any breach of the Contract or any tortious act or omission (including negligence) arising under or in connection with the Contract.

8.2 The Company shall not be liable to the Customer for any loss of profit, Special, indirect or consequential damage whatsoever or howsoever arising out of or in connection with sale of the Goods.

8.3 Without prejudice to clause 8.2, the Company's total liability arising under or in connection with the Contract including without limitation liability under clause 7.1 and/or for damage to property caused by the Goods) shall not exceed £500 (five hundred pounds sterling).

9. FORCE MAJEURE

The Company shall not be liable for any delay in performing its obligation under the Contract caused by circumstances beyond its reasonable control, including without limitation, Acts of God, insurrection or civil disorder or military operations, national or local emergency, acts or omissions of government or other competent authority or regulatory authority, fire, flood, lightning or other weather of exceptional severity, subsidence, explosion or industrial disputes. If either party is affected by a force Majeure Event, it shall notify the other party and shall use all reasonable endeavors to overcome the Force Majeure Event. If the Force Majeure Event continues for more than fourteen (14) consecutive days, then the parties shall enter into good faith discussions with a view to alleviating the situation or to Agreeing upon such alternative arrangements as may be fair and reasonable. If the Parties fail to agree upon such a course of action within a further period of fourteen (14) days, then the party not affected by the Force Majeure Event may immediately terminate the Agreement by notice in writing.

10. Notices

10.1 Any notices or other documents to be given under this agreement shall be in writing and shall be deemed to have been duly given if left at or sent by hand or by e-mail or registered post to a party, at the address set out in this



agreement for such party or such other address as one party may from time to time designate by written notice to the other.

- 10.2 Any such notice or other document shall be deemed to have been received by the addressee two working days following the date of the dispatch, if the notice or other document is sent by registered post, or simultaneously with the delivery if sent by hand.

11. General

- 11.1 These Terms shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the parties.
- 11.2 The unenforceability or invalidity of any part of these Terms shall Not affect the enforceability or validity of the remainder of them.
- 11.2 A person who is not a party to the Contract shall have no rights under the Contracts (Rights of a Third Parties) Act 1999 to enforce any of these Terms.
- 12.**

The duly authorised representatives of the parties hereto have signed these Terms on the date set out at the beginning of these Terms.

Signed for and on behalf of
The Company

Signed for and on behalf
of the Customer