

# Terms and Conditions of Sales and Contractual Agreements

## 1 Introduction

These conditions shall form part of every contract entered into by Oliver Designs Ltd (Oliver Designs) and any purported variation or shall be of no effect unless accepted in writing by Oliver Designs Ltd.

## 2 Formation of Contract

- (a) An agreement whether or not based upon a quotation shall not be binding on Oliver Designs Ltd unless accepted in writing.
- (b) Only such goods as are specified in Oliver Designs' quotations and contractual documents are included in the scope of the contract.
- (c) Oliver Designs Ltd shall not be obliged to alter the design or features of the goods following its acceptance of the clients unless, at its absolute discretion, it agrees in writing to do so and may request for additional payment from the client.

## 3 Prices

- (a) All prices quoted by Oliver Designs Ltd are exclusive of carriage and packing costs unless otherwise stated.
- (b) Where an order is placed and accepted for goods differing in size, quality, quantity or in any other way from the goods specified in Oliver Designs quotation, a reasonable additional charge may be specified.
- (c) Oliver Designs prices are subject to alteration without notice if not agreed under contract and, unless otherwise agreed in writing, goods will be sold at the prices applicable at the date of dispatch.
- (d) Unless otherwise agreed in writing, prices quoted are subject to acceptance of 30 days from issue.

## 4 Payment

- (a) Unless otherwise agreed in writing, payment is to be made within 30 days from the date of invoice.
- (b) In the event of any delay in payment, Oliver Designs shall be entitled to charge interest on any outstanding balance at the rate of 8% per calendar month or part thereof. During such period of default and at any other time when the client shall be in breach of the terms of the contract or Oliver Designs shall have reasonable grounds for doubting that payment will be made on the due date, Oliver Designs shall be entitled to withhold delivery of documents and goods without prejudice to its right to payment for goods delivered and for work undertaken and expenses incurred in connection with undelivered goods which shall become immediately due and payable on demand.
- (c) Oliver Designs terms of payment require that a deposit of 50% of the overall agreed project quota be submitted to Oliver Designs Ltd by the client prior to contract work commencing unless otherwise agreed in writing. Thereafter, payment is required from the client prior to each stage of the design process unless otherwise agreed in writing.
- (d) For direct sales of in-house designed products, full payment is required prior to dispatch or collection.

## 5 Delivery

- (a) Unless otherwise agreed, documents and goods will be delivered electronically or ex-works from Oliver Designs trading premises.
- (b) Oliver Designs shall use their best endeavours to deliver all documents and goods within the time stated or by the agreed delivery date, but shall not be liable for late delivery unless it shall have given the client a delivery guarantee which contains an agreed payment by way of liquidated damages for late delivery. In the event of late delivery, Oliver Designs shall have no liability except for payment of such liquidated damages and delay in delivery shall in no case entitle the client to cancel the order unless such cancellation is agreed by Oliver Designs in writing.
- (c) Delivery of goods shall only be passed over upon full payment of the work done.

## 6 Damage in Transit

- (a) Oliver Designs shall have no liability in respect of documents and goods lost or damaged in transit unless such loss or damage shall occur prior to dispatch.

## 7 Acceptance

- (a) The client shall not be entitled to reject any goods unless within 60 days after delivery or such longer period as may be stated in the contract, the client shall have given notice, in writing, to Oliver Designs that the goods/service are defective, not capable of manufacture of fulfilling its functional purpose as provided within the product specification.
- (b) In the event of the client rejecting the goods, Oliver Designs shall have no liability to the client except for payment of any liquidated damages agreed in the contract terms and the return of any payments made by the client to Oliver Designs in respect of the purchase of the goods.

## 8 Title and Risk

- (a) Title and rights to documents and goods shall remain the property of Oliver Designs Ltd until payment in full is made by the client for all sums outlined in the quotations provided, whereby title and rights to documents and goods shall transfer to the client.
- (b) In the event of documents or goods being used or distributed without the consent of Oliver Designs Ltd prior to completion of the project, then that project will be deemed complete and the remainder of the quotation may be submitted by invoice to the client for completion of payment.
- (c) In the event of the client suffering any distress or execution to be levied against him or entering into any arrangement with its creditors or (being an individual) becoming subject to the bankruptcy laws or (being a company) entering into liquidation otherwise than for the purposes of amalgamation or reconstruction or having a receiver appointed of the whole or any part of its assets, Oliver Designs without prejudice to its other rights under these conditions shall be entitled to enter upon any land or premises where the goods or any product embodying the goods may be for the time being, to detach the goods if so embodied and to recover possession of them.
- (d) The risk in the goods shall pass to the client on delivery.

## 9 Guarantee and Limitation of Liability

- (a) Oliver Designs shall have no liability to the client for any information or advice given to the client in connection with the documents or goods, unless confirmed within the contract.
- (b) Oliver Designs shall have no liability for any loss of production, loss of profit, loss of use, loss of contracts or any other consequential, economic or indirect loss whatsoever suffered by the client as a result of any defect in the design of the goods.
- (c) Oliver Designs shall have no liability to any third party for any injury, damage or loss caused directly or indirectly by the goods, whether as a result of their operation or use or otherwise and whether as a result of any defect therein or otherwise, and the client shall indemnify Oliver Designs against any claim arising from any such injury, damage or loss.

## 10 Returns

- (a) Returns of goods not suffering from defects will only be accepted by Oliver Designs from the client with the prior agreement of Oliver Designs in writing. In this circumstance, a reasonable handling charge is likely to be requested.

## 11 Legal Construction

- (a) The contract shall in all respects be governed by and construed in accordance with English Law, and to the exclusive jurisdiction of the Courts of England and Wales.