



PROPER JOB

SUPERSTORES LTD

TERMS AND CONDITIONS

Hannah More Road, Nailsea, Bristol, BS48 4RZ

Telephone 01934 641330 Fax 01275 217730 E-mail info@properjob.biz

www.properjob.biz

Please detach the Terms and Conditions and retain for your records.

TERMS AND CONDITIONS: PROPER JOB SUPERSTORES LTD

1 INTERPRETATION

1.1 In these Terms and Conditions of sale:

"the Company" shall mean Proper Job Superstores Limited (registered in Companies House under no. 4518696); Including any trading name or division of the company.

"the Buyer" shall mean any person, firm, company, public authority or statutory body, who places order(s) for goods sold or supplied by the Company where order(s) are accepted by the Company.

"Goods" shall mean the goods, which the Company is to sell in accordance with these Conditions;

"Conditions" shall mean these terms and conditions;

"Contract" shall mean the contract for the purchase and sale of the Goods;

"Manufacturer" shall mean any third party manufacturer, which supplied the Company;

"Refer to Drawer Charge" or "RD Charge" shall mean a charge of £25 payable by the Buyer; and

"Refer to Drawer Please Represent Charge" or "RDPR Charge" shall mean a charge of £10 payable by the Buyer;

1.2 Any reference in these Conditions to any provisions of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 These Conditions supersede all previous versions of these Conditions.

1.5 The placing of an order with the Company by the Buyer shall be deemed to be acceptance of these Conditions by the Buyer.

2 BASIS OF THE SALE

2.1 The Company shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Buyer, or any order of the Buyer which is accepted by the Company, subject in either case to these Conditions which shall govern the Contract to the exclusion of any other conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Buyer.

2.2 Quotations are made and all orders accepted, subject to these Conditions.

2.3 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Company.

2.4 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations, which are not so confirmed.

2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3 NEW ACCOUNTS

3.1 Prospective Buyers wishing to open a credit account should apply on a "Trade Account Application Form" (available from the Company on request), acknowledging these conditions, copies of which are available from the Company and can be viewed on the Company's website (www.properjob.biz). Until the Company in writing has confirmed the opening of a credit account, Goods will only be supplied on a Pro-Forma or Cash on Collection Basis, otherwise collection will not be allowed until the opening of a credit account has been approved. The Company reserves the right to decline any application without stating a reason.

3.2 By agreeing to the Conditions, the Buyer confirms that it agrees to the Company undertaking a credit reference agency search. Where such a search is undertaken by the Company with a reputable credit reference agency, the credit search will place a "footprint" on an individual director, owners, partner or equivalent and/or the firm, company, partnership or other organisation's credit file whether or not the application for a credit account is accepted by the Company. The record of the search may be seen by other organisations when applying for credit in the future. In addition, the credit search will cover the directors, owners, partners or equivalent in respect of the Buyer. These enquiry searches may be seen by other organisations for up to 12 months if any director, owners, partner or equivalent applies for credit in the future.

3.3 Without prejudice of Conditions 3.1 and 3.2, and when the Buyer is a public or private limited company registered under the Companies Act 2006 (or any other applicable legislation having the same or similar provisions), the Buyer acknowledges and agrees that in the event of the Buyer's application for credit failing to meet the Company's credit checking criteria for any reason, the Buyer shall not be entitled to open a credit account and may be offered a Cash Account with the Company as an alternative.

4 ORDERS

4.1 The Company shall accept no order submitted by the Buyer, unless and until confirmed by the Company's authorised representative.

4.2 The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order submitted by the Buyer.

TERMS AND CONDITIONS: PROPER JOB SUPERSTORES LTD

5 PRICE OF GOODS

- 5.1 The price of the Goods shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the order.
- 5.2 The Company reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company.
- 5.3 Except as otherwise stated under the terms of any quotation or in any price list of the Company, and unless otherwise agreed in Writing between the Buyer and the Company where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Buyer shall be liable to pay the Company's charges for transport and packaging unless agreed otherwise by the Company.
- 5.4 Whilst every case is taken in getting the prices, invoices and quotations correct, the Company cannot accept responsibility for accidental errors and omissions.

6 PAYMENT

- 6.1 Subject to any special terms agreed in writing between the Buyer and the Company, the Company shall be entitled to invoice the Buyer for the price of the Goods on or at any time after despatch of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Buyer for the price at any time after the Company has notified the Buyer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.
- 6.2 The Buyer shall pay the price of the Goods (less any discount to which the Buyer is entitled, but without any other deduction) strictly net by the end of the following month, and the Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property of the Goods has not passed to the Buyer. Receipts for payment will be issued only upon request.
- 6.3 If the Buyer fails to make payment by the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
 - 6.3.1 Cancel the contract or suspend the account.
 - 6.3.2 Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer).

7 RISK AND PROPERTY

- 7.1 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property of the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Buyer for which payment is then due.

8 WARRANTIES AND LIABILITY

- 8.1 Subject to the conditions set out below the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for the period indicated on the individual specification of the product.
- 8.2 The above warranty is given by the Company subject to the following conditions:
 - 8.1.1 The Company shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;
 - 8.1.2 The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
 - 8.1.3 The above warranty does not extend to parts, materials or equipment, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or the manufacturer gives guarantee as to the Company.
 - 8.1.4 The above warranty does not extend to the suitability of packaging or containers of whatsoever description supplied or procured by the Buyer.
- 8.2 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.3 Where a valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Buyer.
- 8.4 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

TERMS AND CONDITIONS: PROPER JOB SUPERSTORES LTD

- 8.5 The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
- 8.5.1 Act of God, explosion, flood, tempest, fire or accident;
 - 8.5.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 8.5.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 8.5.4 Import or export regulations or embargoes;
 - 8.5.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party)
 - 8.5.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - 8.5.7 Power failure or breakdown in machinery

9 INSOLVENCY OF BUYER

- 9.1 This clause applies if:
- 9.1.1 The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - 9.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - 9.1.3 The Buyer ceases, or threatens to cease, to carry on business; or
 - 9.1.4 The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly
- 9.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10 HEALTH AND SAFETY AT WORK ACT 1974

All Goods sold on express understanding that Buyers are aware of the requirements and provisions of the Health and Safety at Work Act 1974. The Company takes every care to ensure that goods offered for sale comply with the above Act when properly used, and will not accept liability in the event of misuse by a Buyer.

11 GENERAL

- 12.1 Any notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 12.2 No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.3 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 12.4 Any dispute arising under or in connection with these Terms or the sale of the Goods shall be referred to arbitration by a single arbitrator by agreement or (in default) nominated on the application of either party by the President for the time being of The British Chamber of Commerce in accordance with the rules of Arbitration Act 1996.
- 12.5 The Contract shall be governed by the laws of England and Wales, and the Buyer agrees to submit to the exclusive jurisdiction of the English courts.

13 DATA PROTECTION ACT 1998

- 13.1 Use of your information in considering your application, we will use a credit scoring or other automated decision making system, and make such enquiries about you as we feel appropriate. We will search your records at credit reference agencies. They will add to your records, details of our search and you application and this will be seen by other organisations that make searches. It is important that you give us accurate information. We will add to your records details of your agreement with us, the payments you make under it, and any default or failure to keep to its terms and any change of address you fail to tell us about where a payment is overdue. Your records will be shared with other organisations and used by us and them, to:-
- 13.1.1 Help make decisions about credit and credit related services.
 - 13.1.2 Trace debtors, recover debt and to manage your accounts.

YOU HAVE A RIGHT TO RECEIVE A COPY OF THE INFORMATION WE HOLD ABOUT YOU IF YOU APPLY TO US IN WRITING. AN ADMINISTRATION FEE MAY BE PAYABLE.