



93-99 Goswell Road, Clerkenwell, London EC1V 7EY
www.Koplus.co.uk sales@Koplus.co.uk tel 0207 336 7222

Terms & Conditions of Sale

1 Conditions Applicable

1.1 These conditions constitute the entire contract (referred to below as the contract) between Fraser Grace Limited t/a Koplus (also referred to as Koplus for the purposes of this document), and the customers for the sale of the goods set out overleaf to the exclusion of all other terms and conditions including any terms and conditions which the customer purports to apply under any catalogue, price list, advertising matter, purchase order, confirmation of order or order or similar document.

1.2 Order for the goods shall be deemed to be an offer by the customer to purchase the goods pursuant to these conditions.

1.3 The customer's signature overleaf and/or acceptance of delivery of the goods shall be deemed conclusive evidence of the customer's acceptance of these conditions.

1.4 Any addition or variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a director of Koplus.

1.5 No order may be cancelled without Koplus' consent in writing, and such cancellation will be subject to a cancellation fee which will be notified at such time.

2 The Price and payment

2.1 The price of the goods shall be Koplus' quoted price and where applicable VAT will be applied at the tax point date.

2.2 Prices are Koplus ex-works prices and where Koplus agrees for the goods to be sent to the customer, the customer may be responsible for the costs of loading, carriage and unloading.

2.3 All Payments shall be due within 30 days of delivery, unless otherwise stipulated. Time for payment shall be of the essence.

2.4 New accounts will be subject to Proforma payment terms unless otherwise agreed. All subsequent orders shall be due for payment within 30 days of delivery subject to satisfactory credit approval.

2.5 Interest on overdue monies shall accrue from the date that payment becomes due from day to day until the date of payment at a 2.5% above Barclays Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any relevant judgement.

3 The Goods

The quantity and description of the goods shall be as set out overleaf and in Koplus' current brochure and Koplus reserves the right to make minor changes to designs and specifications without prior notification to the customer.

4 Delivery of the Goods

4.1 Koplus shall endeavour to deliver the goods to the customer's address between 9am and 5pm on the delivery date.

4.2 The customer shall make arrangements as necessary to take delivery of the goods whenever they are tendered for delivery (including any work necessary to the premises).

4.3 If the customer is unable to take delivery, Koplus must be advised of this in writing not less than 7 days before delivery date of the goods or date on invoice whichever is the earlier.

4.4 The customer shall inspect the goods on delivery and shall notify Koplus in writing of any alleged shortage in quantity, defect or damage or failure to comply with description or sample. The customer shall afford Koplus an opportunity to inspect the goods within a reasonable time following delivery and before any use is made on them. Notwithstanding the receipt by Koplus of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the quantity of cartons indicated on the advice sheet. If the customer fails to comply with any of the provisions of this clause the goods shall be conclusively presumed to be in accordance with contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Customer shall be deemed to have accepted the goods.

4.5 Notwithstanding that Koplus may have delayed or failed to deliver the goods (or part of) promptly, the customer shall be bound to accept delivery and to pay for the goods in full if that delivery shall be tendered within 1 month of the delivery date.

FraserGrace Ltd t/a Koplus UK

Reg. Office 168 Church Road, Hove BN3 2DL Company Registration No. 8693181 VAT No. 283 9733 58

KOPLUS®

93-99 Goswell Road, Clerkenwell, London EC1V 7EY
www.Koplus.co.uk sales@Koplus.co.uk tel 0207 336 7222

5 Title and Risk

5.1 Notwithstanding delivery of the goods, title shall pass only upon full and cleared payment of all monies due from the customer to Koplus. Koplus reserve the right to recover, repossesses and sell or dispose of Goods delivered to a customer if payment of all monies due is not made within 42 days of the invoice date.

5.2 The goods shall be at the customer's risk [from delivery to the delivery address] [OR] [from removal of the Goods from the delivery carriage.

5.3 Until title to the Goods passes to the customer in accordance with clause 6.1 the customer shall hold the goods on a fiduciary basic as bailee for Koplus. The customer shall store the goods on a fiduciary basic as bailee for Koplus. The customer shall store the Goods (at no cost to Koplus) separately from all other goods in its possession and marked in such a way that they are clearly identified as Koplus property.

5.4 Koplus shall be entitled to recover the price (plus VAT) notwithstanding that property and any of the Goods has not passed to Koplus

5.5 The customer shall not pledge or in any way charge by way of security for any indebtedness any of the goods which are the property of Koplus, if the customer does so all sums whatever owing by the customer to Koplus shall forthwith become due and payable.

6 Insurance

The customer shall insure and keep insured the Goods to the full price against "all risks" to the reasonable satisfaction of Koplus from the date of delivery until the date that property in the Goods passes from Koplus, and shall whenever requested by Koplus produce a copy of the policy of insurance. Without prejudice to the other rights of Koplus, if the customer fails to do so all sums whatever owing by the customer to Koplus shall forthwith become due and payable.

7 Remedies of Koplus

7.1 If the customer fails to make payment for the Goods in accordance with the contract or commits any other breach of the contract or if any distress or execution shall be levied upon any of the customer's goods or if the customer offers to make any arrangement with its creditors or commits and act of bankruptcy is presented against the customer or the customer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole part of the customer's business or assets or if the customer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the goods shall become payable immediately. Koplus may in its absolute discretion and without prejudice to any other rights which it may have:-

7.1.1 Suspend all future deliveries of Goods to the customer and/or terminate the contract without liability on its part; and/or.

7.1.2 Exercise its rights pursuant to clause 5 above.

7.2 Koplus shall be entitled to a general lien on all goods of the customer in Koplus' possession (including goods of the customer which have been paid for) for the unpaid price of all Goods sold to the customer by Koplus under a contract made further to these conditions or any other contract.

8 Remedies of Customer

8.1 All terms, conditions and warranties (whether implied or made expressly) whether by Koplus or its servants or agents or otherwise relating to the description, quality and/or fitness for the purpose of the goods (or any of them) are excluded provided that nothing shall restrict or exclude liability for death or personal injury caused by the negligence of Koplus or its employees while acting in the course of their employment.

8.2 Koplus shall not be liable for any loss or damage whatever due to failure by Koplus to deliver the Goods (or any of them) promptly or at all.

8.3 In any event, any notwithstanding anything contained in this contract, Koplus' liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with this contract (except in relation to death or personal injury caused by

FraserGrace Ltd t/a Koplus UK

Reg. Office 168 Church Road, Hove BN3 2DL Company Registration No. 8693181 VAT No. 283 9733 58

KOPLUS®

93-99 Goswell Road, Clerkenwell, London EC1V 7EY
www.Koplus.co.uk sales@Koplus.co.uk tel 0207 336 7222

the negligence of Koplus or its employees while acting in the course of their employment) shall be limited to the price and Koplus shall be under no liability for any direct loss and/or expense or indirect loss and/or expense suffered by the customer or liability to third parties incurred by the customer.

8.4 If the Goods are not in accordance with the contract for any reason the customers sole remedy shall be limited to Koplus making good and shortage by replacing such Goods or, if Koplus shall elect, by refunding a proportionate part of the price.

8.5 Nothing in this contract shall serve to limit the statutory rights of a buyer dealing as a customer.

General

9.1 All heading for ease of reference only shall not affect the construction of these conditions

9.2 Any provision of this contract, which is or may be void or unenforceable shall to extend of such invalidity or unenforceability be deemed servable and shall not affect any other provision of the contract.

9.3 Koplus may sub-contract all or any parts of its rights and obligations under any contract without the customers consent.

9.4 Neither party shall be liable for any delay in performing any of its duties and obligations due to any act of god, war, strike, lock-out, industrial action, fire, flood, drought, tempest or any other event beyond the reasonable control of either party.

9.5 Koplus may cancel any contract at any time before the Goods are delivered in writing by notice. On giving such notice Koplus shall promptly repay to the customer any such sums paid in respect of the price. Koplus shall not be liable for any loss or damage whatever arising from such a cancellation. 9.6 These conditions shall be governed by and construed in accordance with the laws of England and Wales and each of the parties hereto irrevocably submits to the non-executive jurisdiction of the courts of England and Wales.

10 Agreed Special Conditions

10.1 The parties agree the following special conditions in relation to the contract if applicable.

11 Disclaimer

11.1 Alterations to Original Products and Services Products and services offered for sales and issue by Koplus will be supplied as per the original order requirements as agreed by the client/customer. Client/customer alterations and/or amendments to the original goods ordered are at the liability of the third party. Koplus will not accept for return or exchange any products/ items that have been amended/changed by the client/customer following receipt of the delivered items from Koplus.

This in no way affects your statutory rights and the information is provided 'as is' without express or implied warranty.

FraserGrace Ltd t/a Koplus UK

Reg. Office 168 Church Road, Hove BN3 2DL

Company Registration No. 8693181

VAT No. 283 9733 58