

Spectrum Brands (UK) Limited

Terms and Conditions of Sale

1. General

All goods supplied by Spectrum Brands (UK) Limited ('the Company') are supplied subject to these Conditions which shall constitute the entire contract between the Company and a Purchaser ("you" "your"). Variation to these Conditions shall only have effect if agreed in writing by a Director of the Company. Purported variations whether contained in any document issued by you or made orally by any person acting on behalf of the Company shall be of no effect.

2. Conflicting Conditions

Any conflicting conditions stated in your order or in any other document and in particular (but without prejudice to the generality of the above) any condition stating that your conditions of purchase shall prevail over these Conditions shall not take effect unless agreed in writing by a Director of the Company.

3. Acceptance by you

If you place an order for the goods or give any delivery instructions for the goods or if you accept their delivery (in whole or in part) or if you do any act in confirmation of the Contract, this shall be deemed to be acceptance by you of these Conditions.

4. Risk and Title

4.1 All goods supplied shall be at your entire risk from the time of despatch.

4.2 Notwithstanding delivery of the goods, property shall not pass to you until you have paid in full for the goods and any other amounts due to the Company at the date of delivery of the goods. Until such time the Company may enter your premises and re-take possession of the goods. You may resell the goods but for the account of the Company and the proceeds of such sale shall be held by you as the Company's trustee and such proceeds shall be held in a separate bank account and not mingled with any other money held by you.

5. Pricing

Subject to conditions 6 and 7 below all goods will be invoiced at the price indicated in the current official Company Price Lists in force at the date of delivery of the goods.

6. Price Variation

In the event of any increase in the cost to the Company of supplying the goods caused by any reason whatsoever beyond the Company's control including (but without prejudice to the generality of the above) any changes in the cost to the Company of labour, components, materials, or changes in exchange rate or import duties or the action of any government or authority, the Company may on giving fourteen days notice in writing, adjust the price of the goods at any time before the date of their delivery.

7. Terms of Payment

Accounts are payable on demand and in any event not later than the end of the month following despatch to you. No deductions can be made on settlement unless previously agreed by the Company. Confirmation of agreed settlement discounts will be shown on the face of invoices (where applicable). The Company is not responsible for remittances lost in transit. In the event that any payment due to the Company is withheld or delayed the Company reserves the right:

- 7.1 to withhold despatch of goods;
- 7.2 cancel any outstanding orders; and/or
- 7.3 charge interest of the rate of 2.5% per month on outstanding balances from the date of delivery until the date of payment.

All orders shall be subject to available supplies and the prices ruling at the date of despatch. Additional packing shall be charged extra at cost and orders will only be accepted in carton quantities or multiples thereof in order to achieve optimum economy.

8. Description of Goods

The Company makes every effort to ensure that all goods sold by it are made in accordance with such official standards as are relevant at the time of production and assuming such official standards are not mutually inconsistent. All the product descriptions and illustrations are correct at the time of publication, but the Company reserves the right to make any minor modifications, improvements, alterations or any reasonable variations in size and weight to any of the products so described, provided the goods are not made unsuitable for normal use for their designed application.

9. Guarantee and Exclusion

The Company will at its option repair or replace free of charge any parts found to be defective within a period of [two] years from the date of delivery of the goods. This guarantee is only valid if the goods are used solely for domestic purposes strictly in accordance with their instructions for use and are not dismantled or interfered with in any way or damaged through misuse.

10. Returns

Where the Company has agreed in writing for the return of goods the cost price of the goods returned which are in the Company's sole opinion resaleable shall be credited to your account less a 15% restocking/handling charge to cover repacking and quality assurance. Credit will be allowed only against future purchases, cash will not be refunded. The above shall not in any event affect your rights to return defective goods under clause 9 above.

11. Consequential Loss

Subject to s.2(1) of the Unfair Contract Terms Act 1977 and to the provisions of the Consumer Protection Act 1987 and condition 9 above all other conditions warranties or

liability, whether founded in common law or statute arising from any act omission negligence or wilful default of the Company or due to faulty design, workmanship or material or any other cause including any breach by the Company of a fundamental term of the contract to which these conditions apply, are hereby excluded in respect of or in connection with:

- 11.1 any defect in or unsuitability of the goods which could reasonably have been discovered by you prior to acceptance;
- 11.2 any claim for material loss or damage which is consequential to the matter complained of;
- 11.3 any claim relating to indirect financial loss including loss of profit.

12. Force Majeure

The Company shall do all in its power to perform the terms of its supply contracts but if the Company cannot deliver some or all of the goods ordered or becomes in breach of any of the terms hereof for reasons beyond its own effective control (including lack of delivery or other instructions from you), the Company reserves the right at any time to terminate the contract, either totally or in part in accordance with the procedure outlined below. The Company shall not be liable for any loss thereby caused to you or any other person. In such circumstances, except where the goods are in transit, either the Company or you may terminate the unperformed part of any contract by notice in writing delivered to the other party hereto within 14 days of the Company giving written notice to you of the occurrence of such action or circumstances as makes the Company break or fail to observe the terms hereof.

13. Carriage

Consignments within Great Britain of [£500] net value or over are sent carriage paid but at your risk.

14. Delivery

- 14.1 Delivery dates given are reasonable estimates only given in good faith and are subject to change. Time of delivery is not of the essence of any order. Whilst every effort will be made to meet the dates given no liability can be accepted by the Company for any delay.
- 14.2 If you do not take delivery or arrange for storage within 14 days of notification that goods are ready for delivery the Company shall be entitled to invoice and be paid for goods as though they had been duly delivered in accordance with the contract. The Company may arrange storage at its own premises or elsewhere on your behalf and all charges for storage insurance and demurrage shall be your liability.
- 14.3 The Company accepts no responsibility for alleged non-delivery. Shortfall of goods, damage on delivery or other discrepancy unless notification in writing is received

within 3 days from the date of despatch of the goods. Notification should also be given to any carrier of the goods immediately by you.

15. Delivery by Instalments

You shall if requested by the Company accept delivery by instalments but shall not be entitled to demand delivery by instalments. If any order for goods is to be delivered by instalments each such instalment shall be treated as a separate and identifiable contract and the rights of either party thereunder shall be construed accordingly save only that the Company may suspend delivery thereof whilst payment is overdue in respect of any previous instalment. In the case of partial completion of an order the Company shall be entitled to payment pro rata in respect of all goods supplied without prejudice to the Company's rights should non-completion be occasioned by you.

16. Cancellation

16.1 If you fail to make any payment within 28 days of when it becomes due or shall enter into any composition or arrangement with its creditors or it being an incorporated company shall have an Administrator or Administrative Receiver appointed or shall pass a resolution for winding-up or a Court shall make an order to that effect or if you are not an incorporated company and you commit an act of bankruptcy or if there shall be any breach by you of any of these Conditions or if your credit-worthiness is unsatisfactory to the Company, the Company may defer or cancel any further deliveries and treat the Contract as terminated unless or until can give security to the Company hereunder. Such termination shall be without prejudice to the Company's right to any unpaid purchase price for goods delivered and to damages for any loss suffered in consequence of the termination.

16.2 Where a Director of the Company has agreed to accept the cancellation, suspension or alteration of any order then, unless otherwise so agreed, the Company shall in addition to any consequential losses and loss of profits be entitled to be reimbursed all its costs and expenses incurred up to the time of such cancellation suspension or alteration.

17. Trade Marks and Patents

The supply of goods by the Company shall not confer any right upon you to use any of the Company's trade marks and at all times such trade marks shall remain the property of the Company. Every effort is made not to infringe any patents or trade marks belonging to third parties but the Company does not warrant that the design construction and quality of the goods to be supplied does not infringe any patents trade marks trade names copyright registered design or any other intellectual property right either in the UK or in any other foreign territory.

18. Sub-Contracting

The Company is at liberty to employ sub-contractors of its choice on all or any part of the order.

19. Governing Law

The validity construction and performance of any contract to which these conditions apply shall be governed by the Law of England and shall be subject to the jurisdiction of the English Courts.

20. Your Warranty

You warrant that these terms are freely accepted on his part in the knowledge and on the basis that:

- 20.1 The price charged would be higher if the Company was under any liability or potential liability other than as set out in these conditions.
- 20.2 Any liability or potential liability upon the Company other than as set out in these conditions would be disproportionate to the contract price.