

# Terms & Conditions of Sale

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## 1. Definitions

The 'Company' means Clover Environmental Solutions Ltd.

The 'Buyer' means that entity, business or individual placing an order on the Company.

The 'Goods' mean the Goods to be supplied by the Company to the Buyer.

The 'Order' means any order for the Goods placed by the buyer with the Company.

## 2. General Conditions

Unless modified by special arrangements in writing by authorised persons, these Terms & Conditions of sale shall be the only and entire basis of agreement between the Company and the Buyer and shall have precedence over any terms and conditions proposed or stipulated by the Buyer or any prior verbal representations. These Terms & Conditions of Sale shall be deemed to be accepted by the Buyer who places an Order having previously been supplied with a copy of these Terms & Conditions of Sale.

## 3. Quality Control

Cartridges are inspected to ensure they are free of physical defect only. We do not test inkjet circuits and cannot guarantee them. We do not guarantee the condition of internal components such as OPC's or mag rollers. We do not inspect inkjets cartridges with lens/ magnifying glass. Due to this we would not credit for any goods inspected by you in this way. For further information please request an inkjet policy return document.

## 4. Pricing

Prices are quoted ex factory and are exclusive of taxes which will be added to invoices.

The company reserves the right to change prices without prior notice.

Any change of prices and Terms of Payment shall be those ruling at the time of dispatch.

## 5. Orders

The company shall have the right to refuse to accept any order for the supply of Goods without any necessity to state or offer a reason for so doing.

Orders may be placed by letter, fax or email and shall reference an order number. If given orally, the time at which the order is placed and the price shall be noted by the Buyer and the Company's authorised personnel. If an order number is not available, the name of the Buyer's representative shall be recorded. Orders will be accepted up to the close of business. Once placed, an order cannot be cancelled except by mutual agreement and only on terms which would indemnify the Company against loss, costs and expenses.

## 6. Delivery

Any date of delivery is an estimate only, and while the company will endeavour to deliver the Goods within a reasonable time, the Company will not be liable for delay or errors by the delivery courier, nor for any loss or damage arising directly or indirectly for delay in despatch or in delivery.

All shipping and delivery charges relating to delivery of Orders shall be invoiced to the Buyer unless otherwise agreed. Where certain delivery charges have been agreed and the Buyer requests more expensive means of delivery, the difference between such delivery charges and the previously agreed delivery charges shall be invoiced to the Buyer. Where the Order involves more than one delivery, Goods will be delivered and accepted as soon as ready. Each delivery shall constitute a separate contract and may be invoiced separately.

Delivery of the Goods shall be understood to have taken place and the risk in respect of the Goods passed to the Buyer upon delivery to the Buyer's premises or other requested location or to its couriers or agents or as otherwise ordered by the Buyer.

If the Company endeavours to deliver the Goods and the Buyer does not accept them for whatever reason, then, without affecting any other right or remedy, all resultant costs including storage of Goods or further attempts to deliver the Goods shall be charged to the Buyer. Any shortage of Goods delivered or damage to Goods in transit or other perceived problems must be notified by the Buyer to the Company within 5 days of delivery for empties, and 48 hours for finished product.

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## **7. Returns**

No return of Goods can be made without the Company's prior written approval. Any goods found to be damaged or incorrect must be notified to the company within 5 days of delivery for empties and 48 hours for finished product.

## **8. Credit Note / Replacement of Non-Conformant Goods**

The Company asserts the right to either credit legitimised claims or replace the goods found to be non-conformant.

## **9. Payment Terms**

The time of payment for the Goods shall be an integral part of the contract. The Buyer may not withhold payment of any invoice or other amount due to the Company because of any set off or counter claim made against the Company. Payment may be by business cheque, cash, wire transfer or banker's draft. If paying by personal cheque, these must have been cleared through the Company's bank. Unless a credit account has been arranged, the terms of which having been agreed, payment shall be before delivery of the Goods. The due date for payment will be printed on the Invoice sent to the Buyer.

Failure to meet agreed terms for payment will result in one or more of the following:

- Account will be put on hold and further deliveries withheld until due payment is received.
- Goods may be repossessed – see retention of title.
- Credit facilities may be withdrawn.
- Interest at the rate of 2% per month may be charged from the due date of payment.
- A collection agency . credit insurer may be instructed to call on the Buyer to seek settlement.
- Any costs related to the appointment of a collection agency / credit insurer and subsequent costs are to be paid by the Buyer.
- Legal proceedings may be instituted for the recovery of outstanding sums and the Company shall be entitled to recover from the Buyer all costs incurred thereby.

## **10. Credit Accounts**

Unless otherwise agreed in writing, Buyers wishing to apply for a credit account will be required to have traded with the Company for two consecutive months, paying in advance and will have provided 4 satisfactory references from suppliers who are not competitors of the Company together with satisfactory bank references.

## **11. Retention of Title**

Notwithstanding the passing of risk in the Goods to the Buyer upon delivery or collection – see No. 5, the Company shall retain legal title to the Goods and the Property in the Goods shall not pass to the Buyer until the Buyer shall have paid for all Goods (including any associated freight charges) which have been supplied by the Company at any time, payment being defined as cleared funds into the Company's bank account. The Buyer agrees that it is in possession of the Company's Goods as Bailee for the Company until the Buyer shall have paid the Company for the Goods and all other Goods supplied by the Company at any time.

The Buyer shall keep and record the Goods owned by the Company separate from other Goods, properly stored, protected, insured and identified as the Company's property. The Buyer shall keep records of the use or resale of the Goods and of the proceeds if any. It will allow the Company to inspect these records and the Goods themselves on request. All Goods supplied by the Company in the Buyer's possession shall be presumed to belong to the Company unless the Buyer can prove otherwise. The Company shall be entitled to trace the proceeds of sale and any insurance proceeds received in respect of the Goods owned by the Company, such proceeds to be paid into a separate Bank Account held by the Buyer on trust for the Company.

If the Buyer fails to make a payment for Goods when due, the Company has the right to recover the Goods and shall have the right without prejudice to other remedies to enter without prior notice any premises where Goods owned by it are stored and to repossess any Goods owned by it to the value of any sums owed to it by the Buyer; also to require the Buyer not to resell or part with any Goods owned by the Company until the Buyer has paid in full all sums owed by it to the Company.

Nothing in these conditions shall affect any other rights or methods the Company may have to secure payment for all the Goods supplied to the Buyer, in particular the Company's right to instigate legal proceedings to recover such payments together with all associated costs.

**12. Data Protection**

The Company may transfer information about the Buyer to its bankers/financiers, in order for them to provide their services to the Company and other customers of theirs and to help them to (a) obtain credit insurance (b) undertake credit control (c) undertake assessment and analysis (including credit scoring, market, product and statistical analysis) (d) securitise debts and (e) protect their interests. The Company or its bankers/financiers may make credit reference agency searches in respect of the Buyer's business and its principals. Please note that credit reference agencies make a record of searches which may be used to prevent fraud or money laundering or by other subscribers to make credit decisions about the Buyer.

The Company's bankers/financiers may give information about the Buyer and its indebtedness to the following for the purposes stated:

- a) any other divisions or associated companies of theirs - for the business purposes of such divisions or companies;
- b) their insurers or the Company's insurers - to quote for and issue any credit policy or to deal with any claims;
- c) any advisers acting on their's or the Company's behalf - so the advisers can carry out their services;
- d) any business to whom the Buyer's indebtedness or the Company's financing arrangements with the Buyer may be transferred - to facilitate such transfer;
- e) to any person to whom they have a duty of disclosure or to whom the law permits disclosure.

The Company's bankers/financiers may make decisions about the Buyer solely using an automated decision making process, such as credit scoring ; however, they will tell the Company (and in turn we will tell the Buyer) if they make a significant decision only using such a process. The Buyer can then request through the Company a review of their decision using other means.

The Company's bankers/financiers may monitor and/or record the Buyer's phone calls to them for training and/or security purposes.

The Company will provide you with details of its bankers/financiers on request, including a contact telephone number from where the Buyer can obtain details of the credit reference agencies used by them and any third parties to whom information is transferred.

**13. Limitation of the Company's Liability**

The Company shall have no liability to the Buyer, the user or any third party for consequential or incidental damages of any kind whatsoever (other than for death or personal injury caused by the negligence of the Company) 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 warranty for any consequential or incidental loss or damage including without limitation any indirect loss or damage such as operating loss, costs, expenses, loss of clientele or damage to the Buyer's image or reputation or any other claims for consequential compensation whatsoever which may arise out of or in connection with the supply of the Company's Goods or their use or resale by the Buyer or the user. A copy of the Company's Warranty on finished products is available on request and outlines limits of the Company's liability.

**14. Force Majeure**

If the Company is hindered or prevented (whether temporarily or permanently) from procuring supplies to enable it to supply Goods or if such supply is prevented or hindered by reason, without limitation, of Act of God, war, Act of Parliament, or orders, regulations or bye-laws made under a statutory authority, labour disputes including the Company's labour force, interruption of power supply, failure of sources of supply, interference by a third party, civil commotion, fire, flood or other natural disaster, or any causes of whatever kind and whenever occurring being a cause beyond the Company's control, (circumstances of Force Majeure), then the Company may cancel performance of the contract for as long as and to the extent that the prevention or hindrance may last and such cancellation shall not give rise to any claims by the Buyer, and the Buyer shall remain liable to pay for Goods delivered prior to the date of such cancellation.

**15. Severance and Saving of rights**

Should any provision of the Terms & Conditions for the supply of Goods prove to be illegal or unenforceable, such provision shall be deemed severable to the extent of such illegality or unenforceability and the remaining provisions thereof shall continue in full force and effect.

The failure by the Company at any time to fully enforce any Terms or Conditions of the contract for the supply of Goods or to exercise any rights thereunder shall not constitute a waiver of such Terms and Conditions nor shall it affect the Company's rights to enforce them.

**16. Law and Jurisdiction**

These conditions and each and every contract shall be subject to and interpreted in accordance with English law and all parties agree for the benefit of the Company to accept the non-exclusive jurisdiction of the English Courts. Such submissions shall not limit nor be construed as limiting the Company's rights to take proceedings against the Buyer in connection with this contract in any court of competent jurisdiction nor shall the taking of proceedings in any one or more courts preclude the taking of proceedings in any other jurisdiction.

**17. Notices**

Notices may be given by either or both of the Company and the Buyer by sending such notices to the last known business address or the Registered Office of the other party. Such notices shall be in writing and sent by First Class Post, by Fax or by email.

**18. Errors and Omissions**

Errors and omissions excepted. (E&O.E.)

Last updated 29.07.2013

Buyers Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Position in Company: \_\_\_\_\_

Clover Environmental Solutions authorisation: \_\_\_\_\_