



CONDITIONS OF SALE

1. General

- a) These conditions shall govern all transactions into which Champion Supplies Ltd enters with its customers.
- b) In these conditions:
- “Champion” shall mean Champion Supplies Ltd and any of its associated or subsidiary companies.
- “Customer” shall mean the other party to any quotation, order, or contract with or by Champion.
- “The Goods” shall mean products manufactured or sold or services provided by Champion or by the customer.
- “Invoice” shall mean the document despatched to the customer requiring payment and containing specifically or by inference, these conditions.
- “Proforma” invoice shall mean an invoice sent by Champion to the customer requiring payment before the goods are despatched.
- “Order” shall mean the goods requested by the customer either verbally or by telephone, fax, electronic mail or by post on the customers official order form or company letterhead.
- “Delivery Note (Champion copy)” shall mean the document accompanying the goods in their despatch and delivery from Champion to the customer either by Champion vehicle, post, carrier or collection, and on which the customer signs for receipt of the goods on delivery to him and which is then returned to Champion.
- “Delivery Note (Customer copy)” shall mean the document accompanying the goods in their despatch and delivery from Champion to the customer either by Champion vehicle, post, carrier or collection, and on which Champion lists the goods despatched against the customers order.
- c) No conditions or stipulations in or attached to any form of order submitted by the customer, or otherwise sought to be imposed by the customer, and which are inconsistent with these conditions or which purport to add to or modify them in any way shall have any effect.
- d) No person in the employment of Champion or acting or purporting to act as an agent of Champion has the authority to accept orders or supply goods on any conditions other than these conditions or to vary these conditions in any way whatsoever except by written agreement between the customer and one of the Directors of Champion.
- e) No previous dealings or course of conduct between Champion and any customer shall vary or replace or prevail over these conditions in any circumstances.

2. Prices and Quotations

- a) All quotations are made at current prices but such quotations are subject to alteration in accordance with prices current at the time of despatch of the goods.
- b) The prices quoted on proforma invoices are only valid for the period specified thereon.
- c) All prices quoted on invoices including proforma invoices are subject to the addition of Value Added Tax current at the time of despatch.

3. Confidentiality

Champion and the customer both agree to keep confidential, all information relating to the business, accounts, policies and activities of any nature, of the other, where such knowledge is received in the course of any transaction between the parties. Neither party shall divulge to any third party any information whatsoever relating to the other party except where such information is required by an employee or agent for the purpose of carrying out the obligations of these conditions of sale.

4. Payment

- a) Customers who wish to open credit facilities shall complete the credit application pack quoting the credit limit required and the names and addresses of two current commercial references and one bankers reference.
- b) Champion retains the right to decline any applications for credit facilities without giving any reason.
- c) Credit accounts are subject to settlement within one calendar month following the month in which invoices were raised
- d) Where a credit customer is in default in the payment of any account, then all sums owed to Champion by the customer on any account whatsoever, become immediately due and payable in full.
- e) If the customer has no credit account, Champion will accept payment from the customer by cash, cheque, bankers draft or credit/debit card.
- f) Where a cheque is offered by the customer in payment for goods Champion reserves the right to delay the despatch of the goods pending the clearance of that cheque.
- g) Champion reserves the right to charge interest on any overdue amounts at the rate of 8% over NatWest Bank plc base rate.

5. Retention of Title

- a) The customer acknowledges that before an agreement for the purchase of any goods from Champion he/she has expressly represented and warranted that he/she is not insolvent and has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver, or liquidator, to petition for winding up of the company or exercise any other rights over or against the company's assets.
- b) Goods the subject of any agreement by Champion to sell, which expression means, without limitation, any order, shall be at the risk of the customer as soon as they are delivered by Champion to his/her person, his/her vehicle or his/her premises.
- c) Such goods shall remain the sole and absolute property of Champion as legal and equitable owner until such time as the customer shall have paid to Champion the agreed price together with the full price of any other goods subject to any other contract with Champion.
- d) The customer acknowledges that he/she is in possession of goods solely as bailee for Champion until such time as the full price there of is paid to Champion together with the full price of any other goods the subject of any contract with Champion.
- e) Until such time as the customer becomes the owner of the goods, he/she will store them on his/her premises separately from his/her own goods or those of any other person and in a manner which makes them readily identifiable as the goods of Champion.
- f) The customers right to possession of the goods shall cease if he/she, not being a company, commits an available act of bankruptcy or if he/she, being a company, does anything or fails to do anything which would entitle any person to present a petition for winding up. Champion may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
- g) The customer may not cause or permit any of Champions goods to be incorporated in or affixed to any buildings and/or until the customer has paid Champion in full for all such goods.
- h) Subject to the terms hereof, the customer is licensed by Champion to process the said goods in such a fashion as he/she may wish and/or incorporate them in or with any other product subject to the express condition that the new product or products or any other chattel whatsoever containing any part of the said goods shall be separately stored and marked so as to be identifiable as being made from or with the goods the property of Champion.

- i) If the goods supplied by Champion are admixed with goods the property of the customer or are processed with or incorporated therein, the product there of shall become and/or shall be deemed to be the sole and exclusive property of Champion. If goods the property of any person other than the customer are processed with or incorporated therein, the product there of shall be deemed to be owned by Champion in common with that other person.
- j) There shall be no sale by the customer of any of Champions goods or any interest therein on any goods produced with or from Champions goods as described in clauses g) and h) unless i) it is a bona fide sale to an independent party effected in the normal course of business it being agreed that exercising such power of sale the customer shall (as between the customer and Champion) effect such sale as agent for Champion. ii) the customer agrees to indemnify Champion for any liability incurred by Champion as principal. iii) the customer shall forthwith on receipt of the entire proceeds of such sale (“The Proceeds”) account to Champion for the price payable to Champion for such goods of Champion and any other costs, or carriage, insurance or other costs borne by Champion in respect thereof. iv) The customer shall, until receipt by Champion of the proceeds, hold the proceeds on trust for Champion and pay the proceeds into a Bank Account in the name of Champion and the customer shall not credit any monies other than the monies received on the sale of such goods of Champion to such account and draw on such account except for the purpose of paying to Champion the price payable in sub clause iii) above and no other refunds shall be credited to such accounts. v) If the customer has not received the proceeds of any such sale he/she will, if called to do so by Champion, within seven days there of assign to Champion all rights against the person or persons to whom he/she has supplied any products or chattel or made from or with Champions goods.

6. Carriage and Delivery

- a) Champion reserves the right to charge carriage on deliveries as appropriate
- b) Delivery dates are promised in good faith by Champion to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the times stated in any communication by and on behalf of Champion.
- c) No liability for direct or consequential loss or damage arising from delay in delivery of the goods including without prejudice to the generality of the foregoing and delay due to any act of God, war, civil disturbance, strikes, lock outs, or any act outside Champions control, will be accepted.
- d) The customer shall:
1. check all goods delivered by Champions van and sign the delivery note (Champion copy) in the presence of Champions driver.
 2. mark any discrepancies between goods ordered and goods delivered on the delivery note (Champion copy) prior to signing.
 3. refuse any goods found to be damaged and mark the delivery note (Champion copy) accordingly.
- e) Any claim over damaged goods or discrepancies between goods listed on the delivery note (Customer copy) and goods delivered to the customer must be submitted to Champion with full particulars of the order, the delivery note (Champion copy), the delivery note (Customer copy) and any other relevant information in writing within three days of delivery, failing which, Champion cannot accept liability. The submission of a claim within this time limit does not necessarily mean that Champion will accept liability in relation to such a claim. A delivery note (Champion copy) signed “unexamined” is not sufficient to uphold a claim.
- f) Champion shall not be liable for any loss resulting from the customers failure to comply with the requirements of either Network Rail, road carriers, or postal services.
- g) If the customer does not receive the goods within the fourteen days of the date of invoice, he/she is required to notify Champion immediately thereafter, otherwise liability cannot be accepted.

7. Guarantees

- a) Champion gives no guarantee or warranty on goods supplied by Champion other than that given by the manufacturer concerned.
- b) Champion does not accept liability for consequential loss or damage arising from goods supplied by Champion.
- c) All descriptions, weights, and dimensions issued by Champion are approximate only and are intended only to present to intending customers a general description of the goods to which they refer, and no warranties or representations are given or should be inferred there from.

8. Order

- a) Champion reserves the right, at any time, and without explanation to:
1. refuse an order
 2. cancel an order
 3. suspend deliveries against an order whether or not an account is in arrears
 4. refuse cancellation of an order
 5. cancel unexecuted instalments of an order
- b) No variation of an order shall be recognised unless agreed in writing by Champion
- c) Champion retains the right to levy a handling charge where a customer cancels an order
- d) Where goods are supplied at the customers order specially from Champions own or suppliers works, Champions shall require a non-refundable deposit from the customer and Champion shall only accept such order on the understanding that under no circumstances will such order be cancelled by the customer. Champion reserves the right to pass on to the customer any carriage charges incurred by Champion in obtaining a special order from Champions own suppliers works.

9. Returns

- a) No goods may be returned by a customer without Champions prior written consent.
- b) Goods returned for credit must be accompanied by a delivery note (Customer copy) against which the goods were originally supplied, and the reason for the return.
- c) If items are returned for no good reason Champion will make a re-stocking charge to the customer.
- d) No liability can be accepted for loss of, or damage to, or goods returned from the customer without Champions prior written consent.
- e) If there is any discrepancy between goods advised as returned and the actual goods received, Champion will only credit the items returned.
- f) Boxes, cases and pallets that have been charged by Champion will be credited in full when returned to Champions despatching depot in good condition, carriage paid, within fourteen days of the date of Champions invoice.

10. Law

These conditions are subject to and construed in accordance with the laws of England, and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.