

Terms & Conditions of Sale Issue Date: Aug 2010

1. Definitions

In these Terms & Conditions the following definitions apply:

"Company" means GSPK Design Limited, company registration number 3989498
"Conditions" means these terms and conditions of sale.
"Contract" means any contract between the Company and the Customer for the sale and purchase of Goods or Services.
"Customer" means the person(s) or company whose order for the Goods or Services is accepted in writing by the Company.
"Goods" means any goods supplied or to be supplied by the Company to the Customer.
"Services" means any services supplied or to be supplied by the Company to the Customer.
"in writing" includes electronic communications.

2. Conditions

All orders are accepted by the Company subject to and in accordance with these Conditions. These Conditions override and exclude any terms or conditions in or referred to in any negotiations or course of dealing between the Company and the Customer or set out in the Customer's standard terms and conditions. If there is any conflict between the provisions of the Customer's order and these Conditions these Conditions will prevail unless the Company agrees otherwise in writing. Together with any terms accepted by the Company in writing in connection with an order, these Conditions constitute the entire agreement between the Company and the Customer in relation to the Goods or Services ordered. No variation to these Conditions is permitted unless expressly authorised in writing by a director of the Company.

The Company's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Conditions affects the liability of either party for fraudulent misrepresentation.

Any advice or recommendation given by the Company, its employees or agents to the Customer, its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

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.

The Company is a business to business supplier. By ordering, the Customer confirms that it wishes to obtain the Goods or Services for the purpose of its business and not as a consumer.

3. Prices

Prices for Goods and Services are in £ sterling, exclusive of VAT, which will be added at the time of despatch.

The price of the Goods and Services 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 price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer. The Company may alter the price list at any time without giving notice to the Customer.

The Company reserves the right, by giving written notice to the Customer at any time before delivery, to increase the price of the Goods or Services to reflect any increase in the cost to the Company which is due to

(i) any factor beyond the control of the Company (such as (without limitation) any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture); or

(ii) any change in delivery dates, quantities or specifications for the Goods or Services which is requested by the Customer; or

(iii) any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

Prices exclude delivery charges.

4. Payment

Payment is due 30 days from the date of despatch of the goods, without any deductions, withholding or set off. Time for payment is of the essence. If the Customer fails to make payment by the due date then, without prejudice to any other right or remedy, the Company shall be entitled to:

- cancel the order or suspend any further deliveries or performance; and
- appropriate any payment made by the Customer to such of the Goods or Services (or the Goods or Services made under any other contract) as the Company may think fit; and
- charge interest at 5% p.a. above the Bank of England base rate (both before and after any judgement) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 until payment is made in full.

If legal action is taken to recover monies due to the Company then the Company reserves the right to charge the Customer statutory compensation in accordance with the Late Payment of Commercial Debts Regulations 2002. The statutory compensation shall become payable immediately that legal action is commenced, whether demanded or not, and may be claimed within the legal action.

5. Orders

The Company reserves the right to decline to trade with any company or person.

To avoid duplication, written confirmation of telephone orders must be clearly marked 'Confirmation only'. The Company will not accept liability for orders not so marked and duplicate orders will be charged accordingly.

No order submitted by the Customer shall be deemed accepted until the Company has confirmed acceptance in writing.

No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company, and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

6. Delivery and lead times

Standard lead time for manufacture of Goods is 12 weeks. The Company will use reasonable endeavours to manufacture within this lead time but in no circumstances will be liable to compensate the Customer for late manufacture or delivery.

Delivery will be made to the address specified by the Customer.

The Company may use any method of delivery available to it. The Company will use reasonable endeavours to meet delivery and/or performance estimates but, except as set out in 7 below, in no circumstances shall it be liable to compensate the Customer for non-delivery, non-performance or late delivery or performance. Time for delivery and/or performance will not be of the essence.

The Company shall make a separate charge for delivery and such charge shall be payable at the same time and on the same terms as the payment for the Goods or Services.

Each contract is divisible. Each delivery made hereunder shall be deemed to arise for a separate contract and shall be invoiced separately; any invoice for deliver shall be payable in full in accordance to and notwithstanding any defect of default in delivery of any other instalment.

On-line sales:

Prices shown include postage and package charges and exclusive of Vat (which will be added at point of sale) Please allow 3-4 weeks for delivery. All deliveries must be signed for and inspected any damages must be reported within 5 working days. If for any reason you would like to return a product you must contact us within 7 working days of receipt, either by telephone, e-mail or in writing to request a returns number. We will then arrange for collection by our courier.

Unfortunately we cannot accept returns without this number.

Goods must be in saleable condition and in the original packaging.

A charge of £60.00 re-stocking charge will be deducted from the refund which will be made as soon as goods are re-inspected (please allow 5 working days.)

Bespoke products made to customer specifications are non-returnable.

7. Inspection, defects on delivery and non-delivery

The Customer must inspect the Goods or Services as soon as is reasonably practicable after delivery or, in the case of Services, performance and, except as set out in 12 below, the Company shall not be liable for any defect in the Goods or Services unless written notice is given to the Company within 5 days of such date.

The quantity of any consignment of Goods, as recorded by the Company upon despatch from the Company's place of business, shall be conclusive evidence of the quantity received by the Customer on delivery, unless the Customer can provide conclusive evidence to the contrary. The Company will not be liable for any non-delivery of Goods or non-performance of Services unless written notice is given to the Company within 5 days of the date when Goods should have been delivered or the Services performed in the ordinary course of events. Any liability of the Company for non-delivery or non performance or for Goods notified as defective on delivery or Services notified as defective following performance in accordance with this Condition will be limited to replacing the Goods or re-performing the Services within a reasonable time or to refunding the price then paid in respect of such Goods or Services.

If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then without prejudice to any other right or remedy available to the Company the Company may:

(i) store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage or;

(ii) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the contract or charge the Customer for any shortfall below the price under the Contract.

8. Returns

No order can be cancelled or accepted for credit without the prior written agreement of the Company. If cancellation/credit is accepted by the Company, the Customer must obtain a returns authorisation number from the Company prior to returning the Goods. Goods must then be returned, at the Customer's risk and expense, for receipt by the Company within 7 days of their delivery by the Company and must be undamaged, in re-saleable condition and in original packaging (which shall include any of the Company's outer packaging). The Customer should return the Goods to the Company address quoting the Customer's account number and order number. The Customer is responsible for returning Goods to the Company and for providing proof of delivery of such return.

9. Description

All specifications, drawings, illustrations, descriptions and particulars of weights, dimensions, capacity or other details, including any statements as to compliance with legislation or regulation (together, "Descriptions") wherever they appear (including without limitation in sales literature, on despatch notes, invoices or packaging) are intended to give a general idea of the Goods or Services, but will not form part of the Contract. The Company shall take all reasonable steps to ensure the accuracy of Descriptions but accepts no liability in contract or tort or under statute or otherwise for any error or omission in such detail whether caused by the Company's negligence or otherwise. The Company may make changes to the Goods or Services as part of a continuous programme of improvement or to comply with legislation.

10. Risk and ownership

The risk of damage to or loss of Goods will pass to the Customer when the Goods are despatched from the Company's premises.

Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due from the Customer to the Company on any account whatsoever.

Terms & Conditions of Sale Issue Date: Aug 2010

Until ownership passes to the Customer, the Customer must hold the Goods on a fiduciary basis as the Company's bailee and will, at its own expense, keep the Goods safe and insured against customary commercial risks and shall keep them separately stored in a readily identifiable state. If payment is not received in full by the due date, or the Customer passes a resolution for winding up or a court shall make an order to that effect, or a receiver is appointed over any assets or the undertaking of the Customer or an execution or distress is levied against the Customer, the Company shall be entitled, without previous notice, to retake possession of the Goods and for that purpose to enter upon any premises occupied or owned by the Customer.

The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Customer does so all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

11. Performance and fitness for purpose

Unless any performance figures, tolerances or characteristics have been specifically and expressly warranted by a director of the Company in writing, the Company accepts no liability for any failure of the Goods or Services to comply with such criteria. The responsibility for ensuring that the Goods or Services are sufficient and suitable for a particular purpose is the Customer's, unless specifically stated in writing by a director of the Company.

12. Warranty/Guarantee

For a period of 12 months from delivery the Company will, free of charge, repair or, at the Company's option, replace Goods or, in the case of Services, re-perform Services which are proved to the reasonable satisfaction of the Company to be damaged or defective due to faulty materials, workmanship or design. This obligation will not apply:

- if the defect arises because the Customer has altered or repaired such Goods without the written consent of the Company; or
- because the Customer did not follow the Company's instructions for storage, installation, use or maintenance of the Goods; or
- if the Customer has failed to notify the Company of any defect in accordance with Condition 7 where the defect should have been reasonably apparent on reasonable inspection; or
- if the Customer fails to notify the Company of the defect within 12 months (or such other period as the Company shall specify at the time of acceptance of the order for the Goods or Services) of the date of despatch of the Goods or performance of the Services; or

- if the defect arises from fair wear and tear or wilful damage, negligence or abnormal working conditions.

Any replacement Goods or Services made or Goods repaired under this Condition will be guaranteed on these terms for any unexpired portion of the period of guarantee given on the original Goods or Services. Any Goods which have been replaced will belong to the Company.

The Customer grants to the Company and its employees, agents and representatives a right to enter onto its premises to effect any repair or replacement under this Condition. The Customer shall ensure that the Company's employees, agents and representatives are provided with a safe and secure working environment while at its premises.

Except as set out in 13 below and 7 above, this Condition is the Company's sole obligation and the Customer's sole remedy for defective Goods or Services and is accepted by the Customer in substitution for all express or implied representations, conditions or warranties, statutory or otherwise, as to the satisfactory quality, fitness for purpose or performance of the Goods (or any materials used in connection therewith) or the standard of workmanship of the Services and all such representations, conditions and warranties are excluded.

13. Liability

The Company does not exclude its liability to the Customer:

- For personal injury or death arising as a result of the Company's negligence; or
- For any matter which it would be illegal for the Company to exclude or to attempt to exclude its liability.

Except as provided in Conditions 7 (inspection, defects on delivery and non delivery), 11 (performance and fitness for purpose), and 12 (Warranty / Guarantee) above and this Condition 13, the Company will be under no liability to the Customer whatsoever (whether in contract, tort, (including negligence), breach of statutory duty, restitution or otherwise) for any indirect or consequential loss (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of use, depletion of goodwill, business interruption, increased purchasing or manufacturing costs, loss of opportunity, loss of contracts and like loss) howsoever caused or arising out of or in connection with:

- Any of the Goods or Services; or the manufacture, sale, performance or supply of the Goods or Services; or the failure or delay in performance or supply of the Goods or Services by the Company or on part of the Company's employees, agents or sub-contractors; or
- Any breach by the Company of any of the express or implied terms of the Contract; or
- Any use made or resale or on-supply of any of the Goods or Services or any product incorporating any of the Goods or developed using the Goods or Services; or
- Any incorrect or inappropriate installation of the Goods into a user's equipment; or
- Any acts or omissions of the Company at the Customer's premises; or
- Any statement made or not made or advice given or not given by or on behalf of the Company; or
- Any infringement or alleged infringement of intellectual property rights; or
- Otherwise under the Contract

And the Company hereby excludes to the fullest extent permissible at law all conditions, warranties and stipulations, express (other than those set out in these Conditions or given in accordance with Condition 11) or implied, statutory, customary or otherwise which but for such exclusion, would or might subsist in favour of the Customer.

The Company's total liability in contract, tort, (including negligence), breach of statutory duty, misrepresentation or otherwise shall be limited to repairing or replacing Goods or in the case of Services, re-performing the Services or, at the Company's option, refunding monies already paid in respect of the Goods or Services.

Each of the Company's employees, agents and subcontractors may rely on and enforce the exclusions and restrictions of liability in Conditions 7, 9, 11, 12 and 13 in that person's own name and for that person's own benefit.

14. Intellectual property rights

All intellectual property rights (including patents, trademarks, designs, copyright and similar), be

they registered or unregistered, relating to the Goods or Services shall remain the property of the Company at all times. No right or licence is granted to the Customer, except the right to use the Goods or Services or re-sell the Goods in the Customer's ordinary course of business.

The Customer indemnifies the Company against all actions, costs, claims, damages or demands arising out of the infringement or alleged infringement of a third parties intellectual property rights which arise directly out of the actions, instructions or designs provided by the Customer.

Title in any software program forming part of the Goods is reserved to the Company. Such programs may be used only with the Goods. The Customer, or any representative, affiliate, agent or any party with whom the Customer has a commercial relationship, will not disassemble or decompile any software or program which forms part of the Goods or Services.

15. Use of Personal Data

"Personal Data" means, in relation to any Customer, or any representative of a Customer who is (in either case) a living individual, any data from which (whether alone or in combination with other information held by the Company) the Company can identify that Customer or that representative, regardless of how and when that data is provided. The Company may process Personal Data for all purposes contemplated in these Conditions or arising in the context of the relationship between the Company and the Customer including:

- Deciding whether to enter into any contract or arrangement with that Customer. This may include conducting credit reference searches against a Customer or its representatives and the disclosure of information to the relevant agency as to how that Customer conducts its account;
- Order fulfilment, administration, customer services, profiling the Customer's purchasing preferences, and to help the Company understand and develop its business;
- Direct marketing of the Company's products and services and/or of the products and services of third parties which the Company believes may be of interest to the Customer or its representatives, whether by post, fax, telephone, email, SMS, MMS or otherwise;
- Crime prevention or detection.

The processing of the Personal Data may involve:

- The disclosure of that Personal Data to the Company's service providers, agents, advisers and representatives;
- The disclosure of that Personal Data to third parties whose products and services the Company believes may be of interest to that Customer or representative;
- The transfer of Personal Data outside of the EEA, including to countries whose laws may not provide adequate protection to Personal Data. The Company will only transfer Personal Data outside the EEA to companies who have guaranteed to the Company the same level of protection as that Personal Data would have received in the UK.

If, at any time, the Customer or its representatives does not wish his or her Personal Data to be

used for any or all of the above purposes, he or she should contact the Managing Director of the Company at the Company's address.

16. Confidentiality

Neither the Company nor the Customer shall use the name of the other in any publicity material or publish or cause to be published anything relating to the Goods or Services without the prior written permission (not to be unreasonably withheld) of the other.

All quotations, prices, designs, drawings and other information supplied by the Company to the Customer is supplied in confidence. The Customer shall take all reasonable precautions to prevent communication of any such confidential information to its employees or to any third party except as may be necessary to carry out the Contract. If disclosure of confidential information to an employee or third party is necessary, then the Customer shall ensure that such employee or third party shall observe the same confidentiality obligations as the Customer.

17. Promotions

In the event that the Company sends promotional material to the Customer or end user in relation to goods or services available from the Company, these Conditions shall apply to all Goods or Services purchased from such material.

18. Export

Where the Goods are supplied for export from the United Kingdom the provisions of this clause 18 shall (subject to any special terms agreed in writing between the Customer and Company) apply notwithstanding any other provisions of these Conditions.

Where the Goods are supplied for export from the United Kingdom the Company's published export price list shall apply.

Unless otherwise agreed in writing between the Customer and the Company the Goods shall be supplied ex-works and the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

Payments of all amounts due to the Company shall be made by irrevocable letter of credit opened by the Customer in favour of the Company and confirmed by a bank agreed by both parties or, if the Company has agreed in writing on or before acceptance of the Customer's order to waive this requirement, by acceptance by the Customer and delivery to the Company of a bill of exchange drawn on the Customer, payable 60 days after sight of the order to the Company at such branch of Barclays Bank plc in England as may be specified in the bill of exchange.

The Customer shall not offer the Goods for resale in any country notified by the Company to the Customer at or before the time the Customer's order is placed or sell the Goods to any person if the Customer knows or has reason to believe that that person intends to resell the Goods in any such country.

The Customer is responsible at its own expense for obtaining any licence and complying with any export regulations in force within the United Kingdom and in the country for which the Goods are destined. The Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the Goods or Services.

The Company reserves the right not to supply certain customers or countries and to require from the Customer full details of the end use and final destination of the Goods.



Terms & Conditions of Sale Issue Date: Aug 2010

19. Insolvency of Customer

This clause 19 applies if:

- the Customer makes a voluntary arrangement with its creditors, or (being an individual or a firm) becomes bankrupt, or (being a company) becomes subject to an administration order, or goes into liquidation (otherwise for the purposes of amalgamation or reconstruction); or
- an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer; or
- the Customer ceases or threatens to cease to carry on its business; or
- the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

If this clause applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract, or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods or Services have been delivered but not paid for the price shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

20. Euro

In the event that the UK changes to a single unified European currency (known as the Euro or otherwise), or agrees to the fixing of conversion rates between European Union member states, it will not have the effect of altering any term, or discharging or excusing performance under a Contract.

21. Force majeure

The Company shall not be liable to the Customer in any manner or be deemed to be in breach of these Conditions because of any delay in performing or any failure to perform any of the Company's obligations under this Contract if the delay or failure was due to any cause beyond the Company's reasonable control (which shall include, but not be limited to government actions, war, fire, explosion, flood, terrorism, import or export regulations or embargoes, labour disputes or inability to obtain or a delay in obtaining materials, Goods, Services or labour). The Company may, at its option, delay the performance of, or cancel the whole or any part of a Contract.

22. Recording of telephone calls

The Company reserves the right to monitor, intercept or record telephone calls and may monitor or intercept all email or other electronic communications made to its premises for training, security and quality purposes.

23. Assignment

The Contract of which these Conditions form part is personal to the Customer who shall not assign the benefit thereof without the Company's prior written consent.

24. Legal construction

All Contracts shall be governed by and interpreted in accordance with English law and the Customer submits to the jurisdiction of the English Courts, but the Company may enforce such Contract in any court of competent jurisdiction.

25. General

Any provision of these Conditions which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of these Conditions and the remainder of such provision shall not be affected. Failure by the Company to enforce or partially enforce any provision of these Conditions will not be constrained as a waiver of any rights under these Conditions.

The Company shall be entitled, without the consent of or notice to the Customer, to assign the benefit, subject to the burden, of these Conditions and/or any Contract to any company.

Except as set out in Condition 13, the parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

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

These Conditions supersede all previous issues.

We accept the above Terms & Conditions of Sale

Signature _____ Date _____

Please Print Name _____

Company Name _____

Position within Company _____

PLEASE RETURN TO GSPK DESIGN LTD – FAX: 01423 798239