

CONDITIONS OF SALE

I. Definitions

- "The Company" means Paras Sports Ltd
- "The Customer" means the person firm company or other undertaking to whom the goods are supplied and the Invoice/Delivery Note is addressed
- "the Contract" means any Contract for the supply of goods to the customer of which the terms herein will form the basis
- "The Goods" means all articles or services specified in the Invoice Order Delivery Note or Credit Invoice

2. Basis of Sale

- 2.1 The Customer's Order constitute an offer by the Customer which shall be accepted by the Company by the issue of the Company's standard Invoice or Delivery Note
- 2.2 Acceptance will bind the Customer to these Conditions of Sale and they shall Apply to the Contract to the exclusion of any and all conditions whatsoever sought to be introduced by the Customer
- 2.3 No variation can be made to these Conditions either impliedly or actually unless the same is communicated to the Customer in writing by a Director of the Company. For the avoidance of doubt, no oral representation can vary the terms herein

3. Prices VAT and Delivery Charges

- 3.1 The prices of the goods shall be those prevailing at the time of the Customer's Order
- 3.2 All prices exclude VAT which shall be charged at the prevailing rate from time to time in force
- 3.3 The Company reserves the right to charge separately for delivery, where applicable
- 3.4 If the Customer refuses to take delivery of Goods at a time when the Company might reasonably expect the Customer to take delivery, then the Company reserves the right to levy a charge of not less than £25.00 but not limited to that sum for the abortive delivery
- 3.5 Delivery times are an estimate and shall not be of the essence of the Contract. It is acknowledged herein that the Company cannot be liable for any loss actual or consequential for the late delivery of items ordered
- 3.6 All container sizes quoted in the Price list and in any other Company documentation are descriptive only and are not intended as a guarantee of the actual volume supplied

4. Legal title and risk of goods

- 4.1 The Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time that the Customer has paid the Company in full for any and all amounts outstanding under the terms of this Contract, and until that time the Customer acknowledges that it is in possession of the Goods solely as the bailee in a fiduciary capacity for the Company.
- 4.2 If the Customer sells or otherwise disposes of the Goods it shall do so as agent for the Company and hold the proceeds of sale for and on behalf of the Company until the Company has received payment in full.
- 4.3 In order to enforce its rights under 4.1 above, the Company may repossess the Goods or any of them without prior notice and the Customer acknowledges the Company's right to enter any premises owned or occupied by the Customer for the purpose of repossession.
- 4.4 If the Company exercises its rights under this clause then it shall be entitled to charge the Customer for the costs of repossession in the sum of not less than but not limited to £ 1 00.00 and the said sum shall be added to the indebtedness of the Customer to the Company

5. Payment

- 5.1 Payment for the Goods shall be made by the Customer to the Company by way of cash upon delivery unless the Company has agreed credit terms with the Customer.
- 5.2 If credit terms have been extended by the Company to the Customer then such payment shall be made in full no more than 28 days post the date of delivery or on such special terms as agreed in writing between the Company and the Customer such terms having been signed by a Director of the Company.
- 5.3 If the Customer fails to make payment in accord with this Agreement then the Customer acknowledges and accepts that the Company shall be entitled to:-
- (i) cancel this and any other Contract with the Customer and suspend deliveries to the Customer
 - (ii) charge interest on any sums outstanding at the rate of 5% over the Rate of National Westminster Bank plc from time to time in force such sums to be added to the indebtedness of the Customer to the Company
 - (iii) deem all of the sums due from the Customer to be payable immediately
 - (iv) charge the Customer with all charges made by third parties to the Company in connection with the Customer's failure to make payments including, not limited to legal costs and Bank charges for the presentation of dishonored cheques, notwithstanding that the sums may be less than £5,000.00 and such charges are to be added to the principal indebtedness of the Customer to the Company

6. Goods inspection and liability

- 6.1 The Company shall not be liable for any shortages of or damage to goods on delivery (apparent upon reasonable inspection) unless the existence of the same is recorded on the Invoice or Delivery Note and full details thereof are delivered in writing within 48 hours to the Company
- 6.2 There will be no liability for other shortages or defects unless all claims are notified to the Company in writing within three days of delivery, thereafter the Customer will be deemed to have accepted the goods delivered
- 6.3 The Company's liability for goods that it accepts are defective shall be limited to the price thereof and any other warranties, conditions, terms and liabilities expressed, implied, statutory or otherwise are excluded except any which by operation of law are not capable of exclusion
- 6.4 The Customer shall indemnify the Company in respect of all damage, injury or loss occurring to any person or property and against all actions, claims, demands and expenses in connection therewith arising from the conditional use of the goods supplied and to the extent that such damage, injury or loss shall have been occasioned partly or wholly by the act, omission, negligence or wilful default of the Customer, his servants or agents or any breach by the Customer of his obligations to the Company

7. Relaxation or forbearance

- 7.1 No relaxation forbearance delay or indulgence by the Company in enforcing any of the terms and conditions herein shall prejudice, affect or restrict the Company's rights and powers granted herein

8. Jurisdiction and venue

- 8.1 These Conditions and the Contract shall be governed and construed in accordance with the laws of England and Wales and any dispute shall be referred to the Courts of England and Wales
- 8.2 Further to 8.1 above it is hereby agreed that the Customer will accept that any proceedings brought for the non payment of any sums due to the Company shall be brought and remain in the Stockport County Court. By this clause the Customer area that they will forgo any right to apply for or for the automatic transfer of defended proceedings their home Court