

EGOMARK SALES TERMS & CONDITIONS TO CUSTOMERS

1. GENERAL

- 1.1 The terms and conditions listed herewith below apply and form the entire basis of the sales contract between Egomark Limited and any person, firm or company, (The Customer). The terms and conditions thereon have precedence over any other conditions imposed by the Customer unless otherwise agreed in writing by a Director of Egomark Limited.
- 1.2 No employee or agent of Egomark Limited other than a director for the time being shall have any authority to make any representation on behalf of Egomark Limited. No Director of Egomark Limited shall have any authority to make any representation on behalf of Egomark Limited save in writing signed by him.
- 1.3 In entering into the contract the customer acknowledges that the customer relies on no representation other than one so reduced to writing and signed. The customer further acknowledges that the customer shall have no remedy in respect of any statement constituting innocent or negligent misrepresentation on behalf of Egomark Limited unless such statement is so reduced to writing and signed in which case the customer's remedies are limited to damages only.
- 1.4 The customer is further advised (without prejudice to the generality of the foregoing) that
- a) no employee or agent of Egomark Limited other than a Director for the time being of Egomark Limited has any authority to commit Egomark Limited to confer any right exclusively to sell supply retailer otherwise dispose of any merchandise for any period in any manner or in any area or location and
- b) no director of Egomark Limited has any authority to commit Egomark Limited to confer any right exclusively to sell supply retail or otherwise dispose of any merchandise unless such right is conferred in writing signed by a Director of Egomark Limited.

2. ORDERS

- 2.1 Orders are not binding on Egomark Limited until accepted by Egomark Limited on its official confirmation of order form only.
- 2.2 No accepted orders may be cancelled by the customer unless agreed in writing by Egomark Limited. Egomark Limited reserves the right of recourse for costs incurred in respect of unauthorized cancelled orders.

3. DELIVERY OF MERCHANDISE

- 3.1 Delivery shall be deemed to take place when the merchandise is consigned to the customer nominated address whereupon the risk of loss, breakage or any other damage is transferred to the customer.
- 3.2 Delivery dates stated by the company should be interpreted as an estimate only and does not form a condition of the contract.
- 3.3 If on delivery, the merchandise is found to be damaged or any part of the contents of any package is missing the Company must be notified in writing within 5 days of delivery, indicating thereon, the discrepancies or damages; alternatively, the claim will be disregarded and returned to the customer.
- 3.4 From the date of the delivery and until payment is received in full, the customer is obliged to insure the merchandise at cost in the name of Egomark Limited at replacement cost value, against all prudent and normal insurance risks.

4. PAYMENT

- The terms of payment are specified on the face of the invoice, and compliance to the terms of payment is of the essence to the contract.
- 4.1 Egomark Limited reserves the right to suspend delivery of the merchandise and or cancel any existing contract between the parties, in the event of delayed payment or non payment of outstanding invoices.
- 4.2 Payment shall be deemed to have been received only when the full amount of the invoice value together with interest, has been credited to Egomark Limited bank account or the company has received the full amount in cash.
- 4.3 If payment is not received by the due date of payment, the customer will incur interest on the outstanding balance of the invoice value at the rate of 6.5% over and above the bank of England base rate and any legal cost incurred by Egomark.

5. SECURITY

Without prejudice to any other provisions included herewith, delivery to the customer shall at all times be subject to the continuing approval by the company of the customers credit. The company reserves the right even after partial delivery or partial payment on account, to require the customer to furnish the company with satisfactory security for the performance of the customers future obligations and any

refusal to furnish such security shall entitle the company (in its absolute discretion) to defer any further delivery until such security is furnished or to cancel the contract.

6. RETENTION OF TITLE/PROPERTY

- 6.1 Risk of damage to or loss of the merchandise shall pass to the customer at the time of delivery or, if the customer wrongfully fails to take delivery of the merchandise, the time when the company has tendered delivery of the merchandise.
- 6.2 Notwithstanding delivery and the passing of risk in the merchandise, or any other provision of these conditions, the property in the merchandise shall not pass to the customer until the company has received in cash or cleared funds payment in full of the price of the merchandise together with any interest and all other merchandise agreed to be sold by the company to the customer for which payment is then due.
- 6.3 Sub condition (6.2) shall not prevent the customer from selling the merchandise in the ordinary course of business or making any insurance claim in respect thereof. Until such time, the customer shall keep the merchandise separate and identifiable, properly stored, protected, insured and identified as Egomark Limited property. In the event of an insurance claim arising thereon (to the extent of the customers indebtedness to the company in respect of the merchandise) the customer shall:
- 6.3.1 Hold the proceeds of sale or of any insurance claim or the right to receive the same on trust for the company; and
- 6.3.2 Place the proceeds of sale or of any insurance claim in a separate account of the customer or any third party in such a way, as to be identifiable as the beneficial ownership of the company; and
- 6.3.3 At Egomark Limited request assign to the company the right to receive the proceeds of sale or of any insurance claim.
- 6.3.4 Notify the company forthwith upon the making of any insurance claim in respect of the merchandise and make any such claim as principle and not as an Agent for the company and without making any representations giving warranties or incurring liabilities on behalf of the company.
- 6.4 Until such time as the property in the merchandise passes to the customer and provided the merchandise is still in existence and has not been sold and upon the happening of any event or default the company shall be entitled without prejudice to its other rights under these conditions to enter upon any land or premises where the merchandise or any product embodying the merchandise may be for the time being located to detach the merchandise if so embodied and to recover possession of it.
- 6.5 The customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the merchandise which remains the property of Egomark Limited. If the customer does so, all monies owing by the customer to the company shall (without prejudice to any right or remedy of the company) forthwith become due and payable.

7. CLAIMS

- Claims for shortages on delivery, will not be accepted unless the carrier's delivery note appertaining to the consignment is duly signed by the customer. In the eventuality of the customer not being able to verify the contents of the consignment, the delivery note should be signed as, "goods received unchecked".
- 7.1 No claims will be accepted in respect of any merchandise which has been repaired or altered, after delivery has been subject to accident or damage caused by innocent or negligence act, beyond the control of Egomark Ltd.
- 7.2 If the customer makes any complaint within the time stipulated the company will investigate and examine the claim and if in agreement will:
- 7.2.1 Replace the merchandise; or
- 7.2.2 Accept the return of the merchandise and credit the customer with the price payable.
- 7.3 Minor technical inevitable deviations, usual in our trade, with respect or quality, colour, design and weight of merchandise should not be subject to complaints.

8. FORCE MAJEURE

If compliance to the contract is rendered impractical by circumstances beyond the company's control, such as, Act of God strikes in our company and/or suppliers and/or carriers or any other operational or civil breakdown, Egomark Limited will be entitled to vary or cancel the contract without liability.

9. MISCELLANEOUS

The laws of England shall govern the validity, construction and performance of the contract to which these terms and conditions apply and the Parties submit to the jurisdiction of the Court of England.