

CONDITIONS FOR SALE AND / OR SUPPLY OF GOODS AND / OR SERVICES

These conditions form an integral part of every contract or agreement for the sale and/or supply of goods and/or services ("the products") by FG Library Limited ("The Company"). Unless specific alterations or deletions are expressly agreed in writing on behalf of the Company, these conditions shall apply in their entirety to all quotations made and all orders accepted on behalf of the Company.

Except as provided above, no servant or agent of the Company has any authority to vary these terms, or accept other terms proposed by a Customer, which are inconsistent with these conditions.

1. AVAILABILITY

All orders are accepted subject to the product being available.

2. QUOTATIONS

The Company's quotation is an invitation to treat and is not an offer of a contract. No contracts shall deem to have been effected by the acceptance by the Customer of any quotation made by the Company until the order constituted by such acceptance has been confirmed in writing by the Company in the form of an order acknowledgement.

3. PRICE

The Company reserves the right to vary any contract price at any time to take account of:

- (i) Any increase in the cost price of the products taking effect before the products are provided by the Company.
- (ii) Any alteration made in the specification upon which the contract is based.
- (iii) Any variation of the original order made at the request of the Customer.
- (iv) Any extra cost borne by the Company as a result of any Government legislation, EEC Regulation or the effects of devaluation, flotation of the pound or fluctuation in the exchange currency rates.

4. PAYMENT

- (a) Unless otherwise agreed, accounts are due and become payable not later than 30 days from date of the Company's invoice.
- (b) Unless otherwise specifically stated, the purchase price is deemed to exclude Value Added Tax to the extent that such tax is properly chargeable on the supply to the Customer of the products. The Customer shall pay such tax as an addition to payments otherwise due to the Company.
- (c) Payment shall be made by the Customer on the due date without any set-off, reduction or deferment on account of any dispute or counterclaim whatsoever.
- (d) Time of payment shall be of the essence of the contract.

5. INTEREST

Interest will be payable from the due date for payment to the actual date of payment at the rate of 4% above the base rate from time to time of Barclays Bank PLC on any part of the account remaining unpaid after the due date until payment in full is received, whether before or after judgment has been entered.

6. SUPPLY AND DELIVERY

- 6.1 Delivery of the Goods shall be made by the Company delivering the products to such place for delivery as is agreed by the Company or, if agreed by the Company, by the Customer collecting the products at the Company's premises at any time after the Company has notified the Customer that the products are ready for collection.
- 6.2 Any dates quoted for supply or deliveries of products are approximate only and the Company shall not be liable for any delay in supply of the products howsoever caused. Time for supply of delivery shall not be of the essence unless previously agreed by the Company in writing.
- 6.3 Where the products are to be supplied over a period of time then each supply shall constitute a separate contract and failure by the Company to supply any one or more of the products in accordance with these Conditions, or any claim by the Customer in respect of any one or more products, shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 6.4 If the Company fails to supply the products for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, and the Company is accordingly liable to the Customer, the Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar products to replace those not supplied at prices detailed on original order.

7. RISK AND TITLE

- (a) It is a condition of the contract that the property in all the products delivered by the Company to the Customer shall remain vested in the Company until the Company has received in cash, or clear funds, payment in full for the product delivered and all products agreed to be sold by the Company to the Customer for which payment is then due.
- (b) Until payment due under all contracts between the Customer and the Company has been made in full, the Customer shall hold the products upon trust for the Company.
- (c) Until such time as the property in the products passes to the Customer, the Customer shall hold the products as the Company's fiduciary agent and bailee and shall keep the products separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property.
- (d) Notwithstanding that the property in all products to be delivered to the Customer by the Company shall remain vested in the Company until the Customer has received payment in full, the risk of damage to, or loss of all or any such products, shall pass to the Customer forthwith upon delivery.

8. WARRANTY AND LIMITATION OF LIABILITY

- (a) Save as is specifically set out herein, the Company shall have no liability whatsoever (howsoever arising) in relation to any loss suffered by the customer or any third party arising from the supply of the products (howsoever caused).
- (b) The Company does not warrant that the products are without error and the Customer will not be entitled to refuse to pay any part of the contract price by reason of any error or omission in the products, or for any loss or damage of any kind whatsoever which the Customer may suffer as a result thereof, unless the same is due to the negligence of the Company, in which case the Company's liability to the Customer for all claims arising from the Company's said negligence shall not exceed the contract price.
- (c) The employees of the Company are not authorised to make oral representations as to the quality or fitness for any particular purpose of any products. If a representation is made, or an opinion expressed orally, which materially affects the customer's decision to place an order for the products, the Customer should ensure that such details are confirmed in writing by a duly authorised officer or employee of the Company so as to form a part of the contract, no liability can otherwise be accepted.
- (d) The Company shall not be liable to the Customer, or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the products, if the delay or failure was due to any cause beyond the Company's reasonable control.

9. DESCRIPTIONS AND ILLUSTRATIONS

All descriptions and illustrations contained in the price lists, advertisements and similar literature of the Company, are intended merely to represent a general idea of the products described therein and none of these descriptions and illustrations shall form part of the contract.

10. WAIVER

The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended by the Company to the Customer and no waiver by the Company in respect of any breach shall operate as a waiver in respect of any subsequent breach.

11. SUSPENSION OR CANCELLATION OF DELIVERIES AND LIEN

- (a) If the Customer shall fail to pay to the Company, on the due date, any sum payable under the contract, or any other contract with the Company, or make default in, or commit a breach of the contract or any other of the Customer's obligations to the Company, or shall have a Receiving Order made against them, or become bankrupt or enter into any agreement or composition with his creditors, or being an incorporated company shall have a receiver appointed or pass a resolution for winding up, or have an order of the court made against it to any such effect, the Company shall be entitled, without prejudice to its rights and remedies, to a general lien on all vehicles and goods of the Customer in the Company's possession for the unpaid price of such products supplied to the Customer by the Company under any such contract.
- (b) After acceptance by the Company, an order may not be cancelled or varied by the Customer without written agreement between the parties. The Customer will be liable to indemnify the Company against any loss sustained by the Company resulting from such cancellation or variation at the following scales:

One week prior to agreed installation date - 100% of order value.
Two weeks prior to agreed installation date - 75% of order value.
Three weeks prior to agreed installation date - 50% of order value.
Four weeks and over, prior to agreed installation date - 20% of order value.

12. ASSIGNMENT AND SUB-CONTRACTING

- (a) This agreement shall not be assignable by either party.
- (b) The Company shall have the right to sub-contract any of its duties or obligations under this Agreement.

13. NOTICES

- (a) Any notice given under the contract shall be in writing and shall be sent by registered post, or the recorded delivery service, addressed in the case of a notice to the Company, to the Company's registered office, and in the case of a notice to the Customer, to the address of the Customer or its representative or agent shown in the contract.
- (b) Any notice sent by post shall be deemed conclusively to have been served.
 - (i) in the case of a notice sent to an address inside the United Kingdom, on the day after the same shall have been posted, and
 - (ii) In the case of a notice sent to an address outside the United Kingdom after the normal postal delivery period and in all such cases, proof of posting shall be sufficient notice of service.

14. JURISDICTION

These conditions shall be governed by, and construed in all respects in accordance with English Law.