

PLANET PLATFORMS LIMITED
TERMS AND CONDITIONS OF SALE

1 DEFINITIONS

In these conditions:

"the Buyer" means the company, corporation, firm or individual to which the Goods are sold.

"the Seller" Planet Platforms Limited.

"the Goods" means the articles which the Buyer agrees to buy from the Seller

2 GENERAL

2.1 Quotations are subject to confirmation on receipt of the order.

2.2 Quotations are given and orders are accepted on a net basis.

2.3 Acceptance of an order by telephone will be subject to the Terms and Conditions of the Seller as stated herein. In addition acceptance of delivery at or after the receipt of these Terms and Conditions shall be considered acceptance of the Terms and Conditions.

2.4 These conditions shall apply to all contracts of sale of Goods by the Seller to the Buyer to the exclusion of all of the Terms and Conditions including any Terms and Conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.

2.5 Any variations to these conditions (including any special Terms and Conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 DELIVERY

3.1 Goods shall be delivered as soon as ready. All orders are accepted by the Seller on the strict understanding that delivery time is not of the essence to the contract. No liability is accepted for any direct or indirect or consequential loss due to late delivery.

3.2 Failure to take and pay for any delivery in accordance with the contract shall entitle the Seller at its option:

3.2.1 to cancel any undelivered portion of the contract; or

3.2.2 to delay delivery until payments due are received; or

3.2.3 in the case of 3.2.1 to claim such damages as may be necessary to recompense the Seller for the cancellation of the contract.

3.3 If at the end of the contractual period complete delivery shall not have been given the balance remaining undelivered shall be invoiced and storage costs charged to the Buyer unless specifically agreed in writing beforehand. Charges include standard/normal delivery by surface goods transport subject to minimum charge. Where the customer specifies airfreight, passenger train, or express or overnight services the excess will be payable unless otherwise stated.

3.4 If at the end of the contract period the Seller holds stock of any item(s) held specifically for the Buyer's use, such stocks will be invoiced to the Buyer and payment shall be due accordingly.

3.5 The Buyer must notify the Seller in writing of any non delivery within five days of receipt of the Seller's invoice.

3.6 The Buyer must notify the Seller of any short delivery or damaged goods within two days of receipt of goods.

4 WARRANTY

4.1 The Seller warrants that the Goods shall at the time of delivery be within the normal limits and tolerance levels for the industry provided that the Seller may from time to time make changes in the specification of the goods which are required to comply with any applicable safety or statutory requirements. If any Goods do not conform to that warranty the Seller would at its option:

4.1.1 replace the Goods found not to conform to the warranty; or

4.1.2 take such steps as the Seller regards necessary to bring the Goods into a state where they are free from defect; or

4.1.3 take back the Goods found not to conform to the warranty and refund the appropriate part of the purchase price.

4.2 Provided that the liability of the Seller shall in no event exceed the purchase price of the Goods unless the Seller is liable for death or personal injury arising from the negligence of itself, its servants or agents or the Seller is liable under the Consumer Act 1987. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977) all other warranties conditions or terms relating to fitness for purpose, satisfactory quality or condition of Goods whether implied by statute or common law or otherwise are excluded.

5 COMPLAINTS

Complaints or claims must be lodged within 7 days from the receipt of the Goods. The return of Goods will not be accepted unless the Seller or his representative shall first have had the opportunity of examining a fair number of intact original packages.

6 PRICES AND PAYMENT TERMS

6.1 The price shall be the Seller's quoted price. The Seller reserves the right to increase the price by giving written notice to the Buyer. The price is exclusive of VAT which shall be due at the date of the Seller's invoice.

6.2 In addition to clause 6.1 prices are subject to revision in the event of any war, change of fiscal policy, foreign exchange fluctuations, alteration in wage or labour relations or any other contingencies beyond the Seller's control involving an increase in cost between the date of the Seller's acceptance of the order and the date of delivery.

6.3 Payment is due net 30 days from the invoice date unless otherwise agreed by the Seller.

6.4 Interest shall be chargeable on overdue accounts at the rate of 2% per month above Barclays Bank plc's base rate from time to time and shall accrue after as well as before any judgement until the date of payment.

7 TITLE AND RISK

7.1 Risk shall pass to the Buyer upon delivery.

7.2 The property and any goods supplied by the Seller shall not pass to the Buyer until the full price to the Goods and all monies payable by the Buyer to the Seller have been paid. The Buyer may nevertheless either sell the goods or any of them in the ordinary course of its business by way of bona fide sale at full market value or incorporate, manufacture or process the Goods with other products of the Buyer and sell the Goods so incorporated, manufactured or processed and until such sale the Buyer shall hold the Goods as a bailee and shall keep the Goods readily identifiable as the property of the Seller and on sale the Buyer shall hold the net proceeds of such sale as trustee for and on behalf of the Seller in respect of the Goods have been paid to the Seller Without prejudice to any other rights or remedies to which the Seller may be entitled if the Buyer shall make any default in any payment due to the Seller then the Seller may forthwith take possession of all Goods in respect of which such payments are due and belonging to the Seller and may enter upon any premises where they are stored or where they are reasonably thought to be stored. If the Buyer shall default in any payment upon commencement of any act or proceedings in which the Buyer's solvency is involved the full balance outstanding shall become immediately due and payable.

7.3 In the absence of contrary advice from the Buyer to the Seller the goods shall be deemed to have been delivered and accepted by the Buyer complete and in satisfactory condition.

8 GENERAL

8.1 The Seller shall in respect of all unpaid debts due from the Buyer have a general lien on all Goods and property of the Buyer in its possession (although such goods or some of them may have been paid for) and shall after the expiration of 14 days' notice to the Buyer be entitled to dispose of such goods and property as it deems fit and apply the proceeds towards such debt.

- 8.2 The Seller may cancel this contract any time before the goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay the Buyer any sums paid in respect of the price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.
- 8.3 If the Buyer shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if the Buyer is a limited company and any resolution or petition to wind up such company's business shall be passed or presented or if a receiver is appointed of the Buyer's undertaking property or assets or any part thereof the Seller shall have the right forthwith to determine any contract then subsisting upon written notice of such determination being posted to the Buyer's last known address and any subsisting contract shall be deemed to have been determined without prejudice to any claim or rights the Seller may otherwise make or exercise.

9 INTELLECTUAL PROPERTY RIGHTS

Copyright design right or other intellectual property in the Goods shall remain the property of the Seller.

10 MISCELLANEOUS

- 10.1 The Buyer shall not assign transfer or in any other manner make over to any third party the benefit and/or the burden of any contract entered into with the Seller without the Seller's prior consent.
- 10.2 Any provision of these Terms and Conditions which is or may be void or unenforceable shall to the extent of any such invalidity; or
- 10.2.1 unenforceability be deemed severable and shall not affect any of the provisions of these Terms and Conditions.
- 10.3 No employee of the Seller has authority to make any statement or representation about the Goods supplied under this contract.
- 10.4 This contract shall be governed by the Law of England and Wales.
- 10.5 The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right or setoff or counterclaim which the Buyer may have or allege to have for any reason whatever.
- 10.6 The Seller shall not be liable for any default due to act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or any other event beyond the reasonable control of the Seller.