

TERMS AND CONDITIONS OF SALE

FOUR CORNERS UK DISTRIBUTION LTD.

1. These terms and conditions supersede any conflicting terms and conditions which may be put forward by the buyer as a condition of Four Corners UK Distribution Ltd's acceptance of the buyer's offer to purchase.
2. All goods are sold outright and not on a sale or return basis.
3. Terms of payment are within 30 days from the date of the invoice together with interest at 4% per annum over base rate in the event of a default.
4. Any claims for damage or loss in transit must be notified to the carrier and Four Corners UK Distribution Ltd. within 7 days of receipt to enable an effective insurance claim to be made.
5. (i) The risk in the products shall pass to the buyer on delivery. However, title to the goods shall remain in Four Corners UK Distribution Ltd until payment in full has been received.
(ii) Accordingly, the buyer acting as a bailee for unpaid goods shall store and deal with the goods separately so that goods not paid for may be clearly identified and not mixed with other goods.
(iii) The buyer is however licensed to sell unpaid goods as an agent in the respect only provided that the proceeds of sale are held in a trust account for Four Corners UK Distribution Ltd and not mixed with other monies or paid into an overdrawn account.
(iv) Four Corners UK Distribution Ltd. may terminate the power of sale at any time if any sums due to Four Corners UK Distribution Ltd. become overdue or in the event of any other breach of these terms and conditions and the buyer in accepting delivery of goods expressly grants to Four Corners UK Distribution Ltd. an irrevocable licence to enter its property to repossess any unpaid goods.
6. Four Corners UK Distribution Ltd. reserve the right to increase the price of the goods between contract and delivery by reason only of fluctuations in exchange rates on the following basis:
(i) Where the goods are of foreign origin.
(ii) The appropriate rate or exchange has decreased by more than 2% between the date of order and delivery date and
(iii) In the event of an increase in costs by more than 6% the buyer shall be entitled to cancel the order.
7. (i) Save as provided in Clause 6(iii) hereof, if the buyer cancels the contract or order prior to delivery of the goods, the buyer shall (subject as hereinafter provided) pay a cancellation fee of 20% of the price of the goods ruling at the date on which Four Corners UK Distribution Ltd. receives notice of cancellation which the buyer acknowledges to be a compensatory payment and not a penalty.
(ii) Four Corners UK Distribution Ltd. reserves the right to refuse the cancellation fee and to recover any loss, damage costs and expenses resulting from such cancellation PROVIDED that the buyer is so notified within 14 days of the date Four Corners UK Distribution Ltd. receives notification of cancellation.
8. These terms and conditions supersede and replace any previous terms and conditions issued by Four Corners UK Distribution Ltd. or those printed on its current statement or invoices.

