



1. Definitions

In these conditions:

"Buyer" means the person named overleaf;

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Seller and Buyer.

"Contract" means any contract between the Buyer and the Seller for the purchase of Goods including the Order and incorporating these Conditions.

"Goods" means the goods which the Seller is to supply in accordance with these Conditions.

"Hargreaves Group" means the Purchaser and its subsidiaries from time to time and the ultimate holding company (if any) of the Purchaser and every other subsidiary of the same ultimate holding company (if any) from time to time (and "holding company" and "subsidiary" shall have the meaning given to them in section 1159 of the Companies Act 2006)

"Order Confirmation" means the documentation sent to the Buyer from the Seller confirming the details of the sale and purchase of the Goods.

"Principal Place of Business" means of Mwyndy Industrial Estate, Llantrisant, Mid Glamorgan CF72 8PN

"Seller" means Maxibrite Limited; (Company Registration Number: 00731607) with registered office West Terrace, Esh Winning, Durham DH7 9PT

2. The Basis of Sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written Order Confirmation of the Buyer which is accepted by the Seller, subject in either case to the Conditions, which shall govern the Contract to the exclusion of any terms, conditions and representations (whether written or oral) subject to which any such quotation is accepted or purported to be accepted or any such Order Confirmation is made or purported to be made by the Buyer.

2.2 No variation to the Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

3. Credit Account

The Seller may, in its absolute discretion and without disclosing any reason for doing so, refuse any application by the Buyer for a credit account or for an extension of an existing line of credit.

4. Delivery

4.1 Delivery of the goods shall be made by the Buyer collecting the Goods at the Sellers's premises, or if agreed otherwise such location as identified on the Order Confirmation, at any time after the Seller have notified the Buyer that the Goods are ready for collection [by the Seller to such location as is agreed by the Seller and Buyer at the date of acceptance of any written quotation or written order].

4.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods, howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice of the Buyer.

4.3 No Goods to be returned to the Seller unless the Seller's prior written consent has been obtained.

5. Price of the Goods

5.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or where a quoted price is no longer valid), the price listed in the Seller's published price list at the date of acceptance of the Order. All prices quoted are valid for thirty (30) days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving prior notice to the Buyer. Upon the expiry of a quotation the Buyer may request a new quotation from the Seller.

5.2 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

6. Force Majeure

The Seller shall not be liable to the Buyer or deemed to be in breach of the Contract by reason of any delay in performing, or failure to perform any of its obligations in relation to the Goods if the delay or failure was beyond the Seller's reasonable control.

7. Title and Risk

7.1 Although risk in the Goods shall pass to the Buyer from the time of delivery. Delivery shall mean the point at which the Buyer shall collect the goods from the location identified on the Order Confirmation, the Goods shall remain the Seller's property until the Buyer has paid the full price of the Goods. Until such time as the property passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep them separate from those of the Buyer and third parties. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of business but shall account to the Seller for the proceeds of sale or otherwise of the Goods, and shall keep such monies separate from any monies or property of the Buyer and third parties.

7.2 Until such time as the property in the Goods passes to the Buyer (and provided the Goods have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods. If the Buyer does not deliver up the Goods to the Seller upon the Seller's reasonable request the Seller shall be permitted to enter upon the premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

8. Terms of Payment

8.1 All accounts are due for payment at the Seller's Principal Place of Business, or such other location that shall be notified to the Buyer, within fifteen (15) days of the last day of the month following the date of invoice, time of payment to be of the essence. All sums due to the seller shall be paid in full and the Buyer shall have no right of set off against the Seller in any circumstances. Payment is to be made by cheque, credit transfer, direct debit or cash.

8.2 If the Buyer fails to make any payment on the due date then without prejudice to any other rights or remedy available to the Seller, the Seller shall be entitled to:-

8.2.1 Cancel the Contract or suspend any further deliveries to the Buyer

8.2.2 Resell or otherwise dispose of Goods in the possession of the Seller ordered but not paid for by the Buyer and the Buyer shall indemnify the Seller for any loss or any expenses incurred as a result of such sale or disposal.

8.2.3 Charge the Buyer interest (both before and after any judgement) on the amounts unpaid, at the rate of 2% (two per cent) per annum above National Westminster Bank plc base rate from time to time until payment is made in full.

8.3 The Buyer will be liable for all costs incurred by the Seller in the recovery of debts not paid by the Buyer on or before the due date.

8.4 Notwithstanding anything in the Conditions or implied to the contrary should the Buyer fail to accept delivery or the Seller cease delivery to the Buyer (for whatever reason) all monies due for any Goods delivered or ordered as the case may be to the Purchase by the Seller shall become due for immediate payment.

9. Set Off

Where the Seller owes any sum to the Buyer in consequence of any retrospective trading agreement or promotional advertising contributions or retrospective discounts or for any reason whatsoever, the Seller shall set off such amounts against all sums owed to the Seller by the Buyer hereunder.

10. Discounts

No retrospective/turnover discounts will be given to the Buyer unless all amounts due for payment to the Seller by the Buyer have been paid in full and in accordance with the Conditions.

11. Third Part Rights

Other than members of the Hargreaves Group, a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. The Seller may perform any of its obligations or exercise any of its rights hereunder through any member of the Hargreaves Group. Notwithstanding that members of the Hargreaves Group shall be entitled to enforce certain rights under this Contract which have been given for their benefit, the parties to this Contract may enter into any agreement or arrangement varying or amending any of the terms of this Contract, or compromising or settling any claim under this Contract (including in respect of such rights), without reference to the interests of, or the consent of, the other members of the Hargreaves Group not party to this Contract

12. Waiver of Conditions and Indulgence

Any concession granted to the Seller to the Buyer or any waiver by the Seller of its rights under the Conditions in respect of any particular transaction or series of transactions shall not be deemed an agreement to confer the same concessions in respect of any further transactions.

13. Sub-Contracts

The Seller shall in its discretion be entitled to sub-contract its obligations hereunder.

14. Notices

All notices and communications required or permitted to be given by either party to the other under the Conditions shall be in writing addressed to other party at its registered office or in the case of the Sellers, its Principal Place of Business or such other addresses as may at the relevant time have been notified pursuant to the provision to the party giving notice.

15. Confidentiality

A party ("Receiving Party") shall keep in strict confidence all technical or commercial information or data which is of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Condition 15 shall survive termination of the Contract.

16. Data Protection

The Seller warrants to the Buyer that to the extent it processes any Personal Data in connection with the provision of this Contract; it shall comply with the provisions of the Data Protection Act 1998

17. Governing Law

These Conditions, and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in all respects in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction in all matters relating to this Contract (whether of a contractual or tortious nature or otherwise).

18. Acceptance

By signature and/or acceptance of Goods the Buyer agreed to be bound by these conditions.

May 2011