

TERMS OF SALE

1 Interpretation

1.1 In these Terms:

“BUYER” means the person who accepts the Seller’s Written quotation for the sale of the Goods or whose Written order for the Goods is accepted by the Seller;

“GOODS” means the Goods (including any instalment of the Goods or any parts for them) which the Seller is to supply in accordance with these Terms;

“SELLER” means CAMBERLAND LIMITED T/A TRIKKE UK whose trading address is at 17-19 Hudson Road, Saxby Industrial Estate, Melton Mowbray, Leicestershire, LE13 1BS;

“CONTRACT” means the contract for the sale and purchase of the Goods;

“TERMS” means the standard Terms set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;

“CONSUMER TRANSACTION” shall have the meaning as defined by the Consumer Transactions (Restrictions on Statements) Order 1976).

2 Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Seller’s written quotation (if accepted by the Buyer), or the Buyer’s written order (if accepted by the Seller), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

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

2.3 The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer’s own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.6 Where the Goods are sold under a Consumer Transaction: -

2.6.1 These Terms apply to all Goods supplied by the Seller.

2.6.2 No Contract exists between the Buyer and the Seller for the sale of any Goods until the Seller has received and accepted the Buyer’s order and sends the Buyer

confirmation in writing or by email to the address or email address the Buyer has given. Once the Seller does so, there is a binding legal Contract.

2.6.3 The Contract is subject to the Buyer's right of cancellation (see below).

2.6.3 The Seller may change these Terms without notice to the Buyer in relation to future sales.

3 Orders and specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of the Goods shall be as set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.5 Save where the Goods are sold under a Consumer Transaction no order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4 Price of the Goods

4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Except as otherwise stated in the Seller's Written quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance at such rates communicated by the Seller to the Buyer at the time of order or as set out in the Seller's prevailing price list.

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

4.5 Where the Goods are sold under a Consumer Transaction: -

4.5.1 The Goods are subject to availability. If on receipt of the Buyer's order the Goods the Buyer has ordered are not available in stock, the Seller will inform the Buyer as soon as possible, and refund or recredit the Buyer for any sum that has been paid by the Buyer or debited from the Buyer's credit card for the Goods.

4.5.2 Every effort is made to ensure that prices shown in the Seller's current catalogue or shown on its website are accurate at the time the Buyer places the order. If an error is found, the Seller will inform the Buyer as soon as possible and offer the Buyer the option of reconfirming the Buyer's order at the correct price or cancelling the Buyer's order. If the Buyer cancels, the Seller will refund or recredit the Buyer for any sum that has been paid by the Buyer or debited from the Buyer's credit card for the Goods.

4.5.3 The price of the Goods and delivery charges are inclusive of VAT.

5 Terms of payment

5.1 Clauses 5.2-5.5 apply to sales to businesses. Clause 5.6 applies to Consumer Transactions.

5.2 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller may invoice the Buyer for the price of the Goods on or at any time after any order is placed by the Buyer.

5.3 Payment for the Goods shall become due as soon as the Seller raises and sends to the Buyer its invoice, subject to any special credit terms agreed between the parties.

5.4 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:

5.4.1 cancel the Contract or suspend any further deliveries to the Buyer;

5.4.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other Contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.4.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 6 per cent per annum above Natwest Bank Plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.5 Where the Goods are sold under a Consumer Transaction payment for the Goods and delivery charges can be made by any method shown in the Seller's current catalogue or shown on its website at the time the Buyer place the Buyer order.

6 Delivery

6.1 Clauses 6.2-6.7 apply to sales to businesses. Clause 6.8 applies to Consumer Transactions.

6.2 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

6.3 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 however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.

6.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.5 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.

6.6 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without limiting any other right or remedy available to the Seller, the Seller may:

6.6.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

6.7 Where the Goods are sold under a Consumer Transaction: -

6.7.1 The Goods the Buyer orders will be delivered to the address the Buyer gives when the Buyer places the order, except that deliveries are not made outside the United Kingdom, and some parts of the United Kingdom are not covered, as shown in the Seller's current catalogue or on its website at the time the Buyer places the order.

6.7.2 If delivery cannot be made to the Buyer's address, the Seller will inform the Buyer as soon as possible, and refund or recredit the Buyer for any sum that has been paid by the Buyer or debited from the Buyer's credit card for delivery.

6.7.3 If there is no one at the address given who is competent to accept delivery of the Goods, the Buyer will be notified of an alternative delivery date or a place to collect the Goods.

6.7.4 Every effort will be made to deliver the Goods as soon as possible after the Buyer's order has been accepted, and in any event within 30 days of the Buyer's order. However, the Seller will not be liable for any loss or damage suffered by the Buyer through any reasonable or unavoidable delay in delivery. In this case, the Seller will inform the Buyer as soon as possible.

6.7.5 The Buyer will become the owner of the Goods the Buyer ordered and responsible for risk of loss of or damage to them once they have been delivered to the Buyer.

7 Risk and property

7.1 Clauses 7.2-7.6 apply to sales to businesses. Clause 7.7 applies to Consumer Transactions.

7.2 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.2.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.2.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.3 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.4 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use the Goods in the ordinary course of its business.

7.5 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

7.7 Where the Goods are sold under a Consumer Transaction: -

7.7.1 The Buyer has the right to cancel the Contract at any time up to the end of seven working days after the Buyer receives the Goods (see below). A working day is any day other than weekends and bank or other public holidays.

7.7.2 To exercise the Buyer's right of cancellation, the Buyer must give written notice to the Seller by hand or post, fax or email, at the address, fax number or email address shown below, giving details of the Goods ordered and (where appropriate) their delivery.

7.7.3 If the Buyer exercises the Buyer's right of cancellation after the Goods have been delivered to the Buyer, the Buyer will be responsible for returning the Goods to the Seller at the Buyer's own cost. The Goods must be returned to the address shown below. The Buyer must take reasonable care to ensure the Goods are not damaged in the meantime or in transit.

7.7.4 Once the Buyer has notified the Seller that the Buyer is cancelling the Contract, the Seller will refund or recredit the Buyer within 30 days for any sum that has been paid by the Buyer or debited from the Buyer's credit card for the Goods.

7.7.5 If the Buyer does not return the Goods as required, the Seller may charge the Buyer a sum not exceeding the direct costs of recovering the Goods.

7.7.6 The Buyer does not have the right to cancel the Contract if the order is for audio or video recordings or computer software which have been unsealed by the Buyer, or for Goods which by their nature cannot be returned or are liable to deteriorate or expire rapidly. The Seller will notify the Buyer at the time the Buyer order is accepted if this applies.

8 Warranties and liability

8.1 In respect of sales to businesses only: -

8.1.1 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;

8.1.2 the Seller shall be under no liability to the Buyer if the total price for the Goods has not been paid by the due date for payment;

8.1.3 no warranties are given by the Seller in respect of parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

8.1.4 Subject as expressly provided in these Terms, and except where the Goods are sold under a Consumer Transaction, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.1.5 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Terms.

8.1.6 A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.1.7 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Terms, the Seller may replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Seller shall have no further liability to the Buyer.

8.1.8 Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods

(including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

8.2 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

8.2.1 Act of God, explosion, flood, tempest, fire or accident;

8.2.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.2.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

8.2.4 import or export regulations or embargoes;

8.2.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

8.2.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

8.2.7 power failure or breakdown in machinery.

8.3 Where the Goods are sold under a Consumer Transaction: -

8.3.1 All Goods supplied by the Seller are warranted free from defects for 12 months by the manufacturer. This warranty does not affect the Buyer's statutory rights as a consumer. In order to benefit from this warranty, the Buyer must send in the Owner Registration Card to Trikke Tech by mail or log on to www.trikke.com/registration and register online. The Buyer should refer to the Owner's Manual for details of the warranty.

8.3.2 This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by the Buyer or any third party, use otherwise than as recommended by the Seller, failure to follow the Seller's instructions, or any alteration or repair carried out without the Seller's approval.

9 Insolvency of buyer

9.1 In the case of sales to businesses this clause 9 applies if:

9.1.1 the Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the Insolvency Act 1986); or

9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

9.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

9.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. Data protection

10.1 The Seller will take all reasonable precautions to keep the details of the Buyer's order and payment secure, but unless the Seller is negligent, the Seller will not be liable for unauthorised access to information supplied by the Buyer.

10.2 The Seller will only use the information the Buyer provides about the Buyer for the purpose of fulfilling the Buyer's order, unless the Buyer agrees otherwise. The Seller would like to notify the Buyer of products and offers that may be of interest to the Buyer from time to time, and if the Buyer would like to be notified of these, please tick the box below. The Buyer can correct any information about the Buyer, or ask for information about the Buyer to be deleted, by giving written notice to the Seller at the address, fax number or email address shown below.

11. Applicable law

These Terms and the supply of the Goods will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the Contract.