

## GENERAL TERMS AND CONDITIONS OF SALE

### 1 DEFINITIONS:

In this document the following words shall have the following meanings:

- 1.1 "the Customer" means the organisation or person who buys the products.
- 1.2 "the Supplier" means John Ribchester Consultancy (JRC) based at 5 Carr Grove, Milnrow, ROCHDALE OL16 3DX, United Kingdom (which expression shall be deemed to include any subsidiary or associated company from time to time of the Supplier).
- 1.3 "the Products" means goods and services supplied to the Customer by the Supplier.
- 1.4 "the Quotation" means the offer to supply products to the Customer.
- 1.5 "the SLA" means Service Level Agreement.
- 1.6 "the RMA" means Returns Material Authorisation.

### 2 GENERAL:

- 2.1 All quotations are given and all orders are accepted subject to the Supplier's conditions of sale and no others. These conditions which supersede any other Terms and Conditions appearing in the Supplier's catalogue or elsewhere shall override any other Terms and Conditions stipulated or incorporated or referred to by the Customer whether in the order or in any negotiations.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.

### 3 QUOTATIONS:

- 3.1 Unless previously withdrawn, the Supplier's offer to supply the products, is hereafter called "the Quotation", to the Customer. The Quotation will be valid for 30 days from the date on which it is submitted to the Customer unless it is subsequently extended by the Supplier in writing. All quotations are subject to withdrawal or amendment at any time prior to order acknowledgement by the Supplier for products referred to therein and also subject to materials being available at the time of acceptance of the order. Clerical errors are subject to correction.

### 4 ORDERS:

- 4.1 All orders must be sent to the Supplier electronically with a valid purchase order number, or placed via the Global Travel Mask website: [www.globaltravelmask.com](http://www.globaltravelmask.com). Telephone or verbal orders will not be accepted.
- 4.2 An order acknowledgement will be sent to the Customer once the order has been processed. The Customer must notify the Supplier within 24 hours of any discrepancies which is deemed unacceptable, failure to do so will constitute acceptance of the order as processed.

### 5 SAMPLES:

- 5.1 Samples supplied at the Customer's request are chargeable and non-returnable.

### 6 SELL MULTIPLES:

- 6.1 For standard products all orders must be placed according to the Supplier's "Pack" quantity e.g. for a pack quantity of 10, an order quantity of 85 will not be accepted.
- 6.2 For special order items and made to order products the minimum production run quantity will be advised on the quotation or order confirmation.

### 7 SPECIAL REQUIREMENTS:

- 7.1 For special order items and made to order products, whether it is screen-printing, embossing, tool change etcetera, it is not always possible to produce the exact amount. The Supplier reserves the right to supply the amount required plus or minus 10% of the total order requirement.

### 8 SERVICE LEVEL AGREEMENTS:

- 8.1 Any deviation from the SLA due to unforeseen circumstances will be communicated to the Customer as soon as possible. In such circumstances every effort will be made to offer an alternative stocked product.

### 9 PRICES:

- 9.1 The price shall be the Suggested Retail Price less agreed discount, unless otherwise agreed in writing between the parties. The price is inclusive of VAT where applicable but excluding additional local / import tax. These "Local" taxes are the responsibility of the customer.

### 10 VALUE ADDED TAX:

- 10.1 Value Added Tax is added to all invoices at the applicable rate.

### 11 CARRIAGE/ADMINISTRATION CHARGE:

- 11.1** Standard carriage charge will be paid by the Supplier for mail within the UK and mainland Europe, on orders over £100 / €140. Orders below this value will incur the charge as advised at the point of sale.
- 11.2** Special delivery requests for same day, next day, timed or Saturday delivery will be quoted on application.
- 11.3** Orders for same day and next day deliveries must be received before 10.00 am.
- 11.4** The Supplier will not be liable for any late deliveries caused by external carriers, such as TNT/DHL/UPS etc.
- 11.6** Carriage charges for delivery outside the UK and mainland Europe are on application.

## **12 DELIVERY:**

- 12.1** Each delivery shall be considered a separate transaction and the failure of any delivery shall not affect the due performance of the order. Every effort will be made by the Supplier to deliver the products within the agreed delivery period but no guarantee of delivery date is implied and the Supplier shall not be liable for loss of damages occasioned by any delay in delivery.
- 12.2** Where the Customer fails to accept deliveries in accordance with the terms and conditions of the order, the balance of the undelivered products shall be invoiced to the Customer, the products being held at the Customer's risk and any storage and additional carriage costs being charged to the Customer's account.

## **13 PAYMENT:**

- 13.1** Unless otherwise agreed in writing, all orders will only be processed on a pre-payment bases.
- 13.3** If any sum owed by the Customer to the Supplier should be overdue for payment, the Supplier may withhold any products due for delivery to the Customer under any contract without prejudice to the Supplier's rights and the Customer's liability under such contract.
- 13.4** The Supplier reserves the right to charge interest on any amounts overdue for payment. This will be calculated at 2% greater than Bank of England base rate.
- 13.5** The Supplier reserves the right to make an additional administrative charge to the Customer for costs incurred where the total value of the orders falls below the figure to be determined from time to time by the Supplier.
- 13.6** All queries relating to an invoice must be notified within 14 days of date of invoice. If the Customer does not adhere to this request, the invoice must be settled in full as per the payment terms.
- 13.7** On all payments made by bank transfer the Customer will be liable for their own bank charges.
- 13.8** The Supplier reserves the right to take legal action if an invoice remains unpaid after the due date. All legal and debt recovery costs, late payment fees and interest charges incurred by the Supplier will be passed onto the Customer.

## **14 PRODUCTS RETURNS POLICY:**

- 14.1** All products are sold on a firm sale basis, i.e. the Supplier will not take back any products not required or sold by the Customer, unless otherwise agreed in writing. The Supplier will only accept returns that are in their original packaging with the security seal still intact. The money back guarantee is limited to 14 days from date of purchase and initial shipping costs and return shipping costs must be borne by the customer, unless the product is deemed faulty.
- 14.2** The Customer will examine the products on delivery and will notify the Supplier of any discrepancy or damage of any products received not in accordance to the order in writing within 14 days of receipt. "Unexamined" signatures do not relieve the Customer of its liability and the Supplier shall not be responsible for any claim or claims if the Customer fails to comply with the provisions of this clause. If the Customer fails to give such notice the products of that delivery shall be deemed to be in all respects in accordance with the order placed and the Customer shall be deemed to have accepted the products and shall pay for the same accordingly.
- 14.3** Any product returns must be authorised by a representative of the Supplier and a RMA number must be obtained before the products are returned. Goods must be returned within 14 days from the date of when the RMA was issued. Failure to return the goods within the said period will negate further responsibility by the Supplier.
- 14.4** Where the Supplier agrees to accept the return of products that are not damaged or faulty and in pristine packaging, the Customer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit.
- 14.5** For hygienic reasons goods that have been removed from their packaging will not be accepted unless damage can be proven. Issues arising from the incorrect size being ordered will be dealt with on an individual bases to a mutually agreeable solution if the products have been purchased via the GTM website. Purchases from third parties must be returned and dealt with as per their own conditions.
- 14.6** Return of orders for special order items and made to order products will not be accepted and must be paid in full unless faulty.
- 14.7** A credit note will only be given for returned products that are in saleable condition, unused, with pristine packaging and no damage or soiling unless faulty.
- 14.8** The Supplier reserves the right to repair or replace all returned products at its discretion.

## **15 LIABILITY:**

- 15.1** The Supplier's liability for any shortage, failure or defect in the products supplied shall be limited to the cost of making good any such shortage. The Supplier shall not in any event be liable for damage of loss sustained or liability incurred by the Customer as a direct or indirect consequence of such shortage, failure or defect. It shall be the responsibility of the Customer to satisfy himself as to the fitness of the products for any particular purpose and the products are sold without any warranty express or implied as to their fitness for particular purpose.

**15.2** No liability for failure can be accepted by JRC for alternative uses, amendment or modification to our products.

## **16 RISK AND PROPERTY:**

**16.1** Subject to clause 12 of these terms and conditions, risk in the products shall pass to the Customer upon receipt of the delivery. Where the Customer chooses to collect the products itself, risk will pass when the products are entrusted to it or set aside for its collection, whichever happens first.

**16.2** Notwithstanding the passing of risk in the products, title in all products supplied or sold by the Supplier shall be retained by the Supplier until all sums due on any account whatsoever from the Customer to the Supplier have been paid in full by the Supplier in cleared funds. Until such payment the Customer shall hold the products as bailee on behalf of and in a fiduciary capacity for the Supplier and shall keep the products separate from those of the Customer and third parties and properly stored, protected and identified as the Supplier's property.

**16.3** Until such time as the property in the products passes to the Customer the Supplier shall be entitled to entry upon any premises of the Customer or any third party where the products are stored or are thought to be stored and repossess the products. If the Customer has failed to make payment by the due date the Supplier reserves the right to take legal action against the Customer for non-payment. All legal and debt recovery costs, late payment fees and interest charges incurred by the Supplier will be passed onto the Customer.

**16.4** The Customer shall not be entitled to assign, pledge or charge by way of security for any indebtedness any of the products or any invoice for the products which remain the property of the Supplier, but if the Customer does so all monies owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

**16.5** The Customer shall not be deemed to be the Supplier's agent for any other purpose than maybe necessary to give effect to the provisions of this clause.

## **17 DATA:**

**17.1** Illustrations, photographs, weights, measurements and descriptions are statements of the opinion and are provided for information only and form no part of the contract.

**17.2** The Supplier reserves the right to make any changes without notice in material, dimensions and designs which, having regard to all circumstances, it thinks reasonable or desirable, without affecting the validity of the contract.

**17.3** All sizing and measurements are approximate.

**17.4** The information in this document at the time of release has been carefully checked for accuracy. However the Supplier cannot accept any liability with regard to loss or damage arising from the use of the information or for any errors or omissions. Due to a policy of continued improvement the Supplier reserves the right to alter specification or price or to withdraw products from the range without prior notice.

**17.5** No reproductions of any part of this document may be made without consent in writing from the Supplier.

## **18 PRODUCT INFORMATION:**

**18.1** Any description given or applied to the products is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Customer hereby affirms that it does not in any way rely on any description when entering into the contract.

**18.2** Whilst the Supplier has made every effort to ensure that details and information (including relating to colours, performance, size, weights and dimensions) given is accurate at the time of producing this document, full technical specifications are not included and furthermore, the policy is that of continuous improvement and the Supplier reserves the right to alter details and information as the need arises.

**18.3** Accordingly the Customer should check any details and information they wish to rely on with the Supplier prior to use of any product or service contained in this document. The Supplier cannot accept any liability in respect of any errors or omissions herein contained or for any loss or damage, malfunction or consequential loss arising from reliance upon this publication.

## **19 INTELLECTUAL PROPERTY RIGHTS**

**19.1** All Intellectual Property Rights produced from or arising as a result of the performance of the contract shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

## **20 GENERAL DISCLAIMER:**

**20.1** It is the responsibility of Employers and Individuals to carry out risk assessment by qualified Health and Safety personnel of any situation, activity or process where there is a potential risk or hazard which would be detrimental to

an individual if exposed to it. The Supplier shall not be held liable for any loss, damage or injury sustained in a situation where no proper risk assessment has been carried out.

In addition, the Supplier shall not be held liable for any loss, damage or injury sustained from the misuse of any of its products. All the Supplier's products contain instruction leaflets which must be read and understood prior to use of the product. The Supplier offers a Technical Helpline to give further information with regards to the use or operation of its products.

If the user is in any doubt, they should contact their qualified Health and Safety person.

## **21 FORCE MAJEUR:**

**21.1** Every effort will be made by the Supplier to carry out any contract based on the quotation or order but due performance of it is subject to variation of events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, riot, lock outs, accidents, war, fire, flood, snow, drought, breakdown of plant or machinery or unavailability of raw materials from a natural source of supply, civil commotion, restriction by Government or other competent authority or any other cause beyond the Supplier's control or owing to the Supplier's inability to procure materials or articles except at enhanced prices due to any for the foregoing causes.

## **22 GOVERNING LAW:**

**22.1** These conditions shall be governed by and construed in accordance with the law of England and Wales. . With regards to Internet sales, legal jurisdiction shall be governed by English Law and it shall be deemed that any agreement is made in the UK irrespective of any rule of contract dictating otherwise.