



Our creation is YOUR vision

## **Standard Terms and Conditions for Sale of Goods**

### **1. DEFINITIONS**

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

- a) "Contract" means the agreement confirmed between the Buyer and Seller.
- b) "Buyer" means the organisation or person who buys Goods.
- c) "Seller" means Fair Share Group Limited (and subsidiaries thereof) whose head office is at 26 Hebden Road, Scunthorpe, North Lincolnshire, DN15 8DT, and whose registered number in the UK is 06581087.
- d) "Goods" means the products and/or services to be supplied by the Seller to the Buyer.
- e) "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.
- f) "Special Conditions" means conditions relating to specific Goods (and/or services) supplied under these conditions.

### **2. GENERAL**

- a) The Contract for the supply of Goods (and/or services) will be formed when we accept your order. Acceptance of an order by us can only be made in writing and/or the signing of an order.
- b) These conditions, and any matters referred to on our order acknowledgment (as appropriate) form the entire understanding between the Seller and the Buyer and supersede any prior promises, representations (unless fraudulent) or undertakings.
- c) Any omission or error in any sales literature, web page or site, order form, price list, order acknowledgement, despatch note, invoice, design documentation, drawing, photograph, performance data, specification or other document issued by the Seller may be corrected by the Seller without liability. Any description given or applied to the Goods 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 Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.
- d) Subject to any Special Conditions, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under the Contract.
- e) These Standard Terms and Conditions for Sale of Goods shall apply to sales of goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer, whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer,

unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.



- f) Any variation to these Standard Terms and Conditions for Sale of Goods (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller. Special Conditions are supplemental to these Standard Terms and Conditions for Sale of Goods.
- g) These Standard Terms and Conditions for Sale of Goods and any Special Conditions do not apply to any sales by third parties on our website. Sales by third parties shall be subject to that third party's terms and conditions (if applicable). You acknowledge and accept that we have no responsibility for and shall have no liability to you in respect of any sales by third parties on our website.

### **3. PRICE AND PAYMENT**

- a) The price shall be the retail or quoted price unless otherwise agreed in writing between the parties. All prices provided are in British Pounds Sterling and are exclusive of VAT and any other applicable costs unless otherwise advised.
- b) Credit terms may be offered subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller.
- c) Where credit is offered, payment of the price and VAT and any other applicable costs shall be due within 30 days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered, payment will be required before the release of Goods by the Seller.
- d) Payments can be made by Bankers' Automated Clearing Services (BACS), cheque, cash or credit/debit card.
- e) The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2% per annum above the base rate of the Lloyds Bank.
- f) If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
  - 1. require payment in advance of delivery in relation to any Goods not previously delivered,
  - 2. refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery.
- g) The Seller will take all reasonable care to ensure that the price of the Goods advised to the Buyer is correct, nevertheless, it is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting an order so that, where the correct price of the Goods is less than our stated price at the Buyer's order date, we will charge the lower amount. If the correct price at the Buyer's order date is higher than the price stated, the Seller will contact the Buyer for instructions before accepting an order.

### **4. WARRANTY**

- a) If the Goods which the Buyer purchases from the Seller are faulty, or do not do what the Seller says in writing that they will do, the Buyer should notify the Seller in writing within 7 days of delivery or as soon as reasonably practicable to do so. The Seller will examine the Goods and, if the Goods are faulty or do not do what the Seller says in writing that they will do, the Seller will, at their option, either replace the defective Goods or refund the price of the defective Goods.
- b) The warranty does not apply to faults which have been caused by the Buyer's misuse and/or neglect of the Goods or by accidents caused while the Goods are in the Buyer's possession.



- c) Where the Buyer return Goods under warranty, the Seller will pay for the delivery of any replacement Goods to the Buyer and will, where they have returned Goods to the Seller within 28 days of delivery, reimburse their reasonable postage costs in returning the Goods. The Seller will not be liable for any delivery costs where the Buyer is not entitled to return the Goods to the Seller under these conditions or by law.
- d) The Buyer must return all Goods to the Seller in their original packaging in substantially the same condition as they were bought.
- e) We will supply the Goods which you purchase from us with reasonable skill and care.
- f) If the Goods which you purchase from us are not in accordance with the above, or we do not do what we say in writing what they will do, you should notify us in writing within 28 days of their supply or within a reasonable time from their supply for defects which are not apparent to you following the provision of the Goods. If the Goods are not in compliance with the above, or do not do what we say in writing that they will do, we will either remedy the defect in question, re-supply the defective Goods or refund the price (or a proportionate part of the price) of the defective Goods (or proportionate part of the Goods).

## **5. LIMITATION OF LIABILITY**

- a) The Seller will not be liable to the Buyer by way of representation (unless fraudulent), common law duty or under any express or implied term of the Contract for:
  - 1. Any losses which are not reasonably foreseeable by both parties when the Contract is formed arising in connection with the supply of Goods (and/or services) or their use by the Seller,
  - 2. Any losses which are not caused by any breach by the Seller, and/or
  - 3. Business or trade losses.
- b) The Seller's entire liability in connection with the Contract shall not exceed the purchase price of the Goods (and/or services) to which the claim relates.
- c) Nothing contained in these Standard Terms and Conditions for Sale of Goods shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees, agents or subcontractors nor for any other matter which by law cannot be excluded.

## **6. SAMPLE**

- a) Where a sample of the Goods is shown to, and inspected by, the Buyer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of the manufacturing process.

## **7. DELIVERY**

- a) Unless otherwise agreed in writing, delivery of the Goods shall take place to the address specified by the Buyer on, or as close as possible to, the date required by the Buyer during normal business hours. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- b) If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.



- c) The Buyer shall check the Goods at the time of delivery. Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller within 24 hours of signed receipt to enable replacement, recollection or refund.
- d) If the Buyer has any queries relating to the delivery of Goods, or in the event of non-delivery, please contact the Customer Services Team on +44 1724 859326.

## **8. RISK**

- a) Risk in the Goods shall pass to the Buyer upon receipt of the Goods. Where the Buyer chooses to collect the Goods in person, risk will pass when the Goods are entrusted to them or set aside for collection, whichever happens first.

## **9. TITLE**

- a) Title of the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.
- b) If the Buyer fails to pay the Seller for any Goods in accordance with these Standard Terms and Conditions for Sale of Goods, the Seller may bring action against the Buyer for the price of the Goods at any time.

## **10. RIGHT OF CANCELLATION**

- a) Once an order has been signed, please note that any right of cancellation is waived due to the nature of the product and the personal specification items.

## **11. RETURN OF UNUSED GOODS**

- a) No bespoke manufactured goods are returnable.
- b) All goods are sold on a firm sale basis, i.e. the Seller will not take back any goods not required or sold by the Buyer, unless otherwise agreed, in which case the following terms apply.
- c) Any returns must be authorised by a representative of the Seller before any credit will be given.
- d) Where the Seller agrees to accept the return of goods that are not damaged, the Buyer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit. The Seller will not be obliged to accept any goods that are damaged in any way.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- a) All intellectual property rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

## **13. FORCE MAJEURE**

- a) The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control,



including, but not limited to, acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

#### **14. RELATIONSHIP OF PARTIES**

- a) Nothing contained in these Standard Terms and Conditions for Sale of Goods shall be construed as establishing or implying any partnership or joint venture between the parties, and nothing in these Standard Terms and Conditions for Sale of Goods shall be deemed to construe either of the parties as the agent of the other.

#### **15. ASSIGNMENT AND SUB-CONTRACTING**

- a) The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

#### **16. WAIVER**

- a) The failure by either party to enforce at any time or for any period any one or more of the Standard Terms and Conditions for Sale of Goods herein shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

#### **17. SEVERABILITY**

- a) If any term or provision of these Standard Terms and Conditions for Sale of Goods is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Standard Terms and Conditions for Sale of Goods had been agreed with the invalid, illegal or unenforceable provision eliminated.

#### **18. GOVERNING LAW AND JURISDICTION**

- a) This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.
- b) Cre8a and Highseal Manufacturing Company are subsidiaries of Fair Share Group Limited.

#### **19. DATA PROTECTION**

- a) The Seller shall process data from the Buyer in accordance with the Data Protection Act 1998.

#### **20. COMPLAINTS**

- a) If you have any questions or complaints about the Goods (and/or services), please contact us as soon as possible by writing to the Customer Services Team (at 26 Hebden Road, Scunthorpe, North Lincolnshire, DN15 8DT) or by telephoning one of our dedicated



advisors on +44 1724 859326. They are happy to help and will deal with your query as efficiently as possible. We aim to acknowledge your complaint within 7 working days of receipt, and you can expect a full response within 21 working days.

- b) If you are dissatisfied with the response to your complaint you can ask for it to be referred to the Finance Director or Managing Director who will investigate and respond. Your legal rights are not affected.