



May 2019

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

In these Conditions of Sale:

"The Buyer" means the person, firm or company ordering or buying goods or services from the Company;

"The Company" means Heroes Inc Limited a company registered in England number 11941404;

"The Conditions" means the standard terms and conditions set out in this document;

"The Contract" means the contract between the Buyer and the Company for the purchase and sale of the Goods and/or the provision of the Services;

"The Goods" and "the Services" means the Goods or the Services which are the subject matter of the contract.

2. BASIS OF THE CONTRACT

a) The Company shall sell and the Buyer shall purchase the Goods or the Services in accordance with any written quotation of the Company which is accepted by the Buyer or any written order of the Buyer which is accepted by the Company, 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.

b) No Variation to the Conditions shall be binding unless agreed in writing between the parties.

c) The Company's employees or agents are not authorised to make any representations concerning the Goods or the Services unless confirmed by the Company in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

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3. PRICE/PAYMENT

- a) Minimum order value is £150.00 The Company reserves the right to fix minimum order values from time to time.
- b) Quoted prices include the cost of standard packaging (not retail packaging) but do not include Value Added Tax, which shall be added to the price (where appropriate).
- c) The price of the goods shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only after which time they may be altered by the Company without giving notice to the Buyer.
- d) Payment terms are:
 - (i) For pro forma Buyers: on submission of invoice and prior to delivery.
 - (ii) For account Buyers: 30 days net from date of invoice or as otherwise agreed, in writing, with the Company.
 - (iii) For Buyers who are consignment customers (which have been previously agreed with the Company in writing) 15 days net from date of invoice which shall be for the number of sales made by the Buyer that month.
- e) All Goods and Services supplied by the Company shall be paid for by the Buyer as per the Company terms and conditions unless otherwise agreed in writing by the Company.
- f) The Company reserves the right by written notice at any time before despatch to vary the price of the goods to take account of any increase in the cost of raw materials, manufacture, packaging, transport or wages. Whilst every effort is made to keep to a contracted price, fluctuation in exchange control rates make it impossible to guarantee forward prices.

4. RESERVATION OF TITLE

Until full payment has been made of all sums outstanding from the Buyer to the Company on any account whatsoever (including debts arising before the delivery of the particular goods in question):

- a) The property of the goods shall remain with the Company;
- b) The Buyer shall keep and store the goods and any new product in such a manner that they can be identified as being the property of the Company;
- c) The Buyer shall be at liberty to sell the goods (or any new product described in b above) in the ordinary course of business;

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- d) The Company may by written notice terminate the Buyer's power of sale at any time if the Buyer does or threatens to go into receivership or liquidation or has failed to make any payment for the goods when due and
- e) At any time after the termination of the power of sale, (or in the case of Buyers who are consignment customers at any time) the Company may repossess the goods and the Buyer hereby grants to the Company an irrevocable license to enter upon any premises of the Buyer for the purpose of doing so.

5. PASSING OF RISK

The risk shall remain with the Company until goods are presented for delivery on the carrier's vehicle at the Buyer's works. Goods collected at the Company's premises will become the risk of the Buyer when loaded in the Buyer's vehicle or vehicle of his carrier or another agent. Where shipments are arranged by the Company on behalf of the Buyer, the Company does not accept any risk or liability for damaged or lost shipments however the Company will endeavour to assist to resolve issues arising out of such events.

6. GUARANTEE

The Company hereby guarantees that the goods shall be of merchantable quality at the time of sale. The Company will replace all goods delivered and found not to be of merchantable quality at the time of delivery free of cost to the Buyer. The Company endeavours to supply its products as advertised in brochures or on the internet to the closest colour match as possible. The Company cannot accept any liability for slight variations due to the production process. In so far as is permitted by the law all warranties by statute or otherwise are hereby excluded.

7. DELIVERY

- a) The Company shall not be responsible for any failure to fulfil any term of this agreement if fulfilment has been delayed, hindered or prevented by any circumstances whatsoever, which is not within the control of the Company, or by shortage of supplies required, or in connection with the manufacture of the goods, or by compliance with the any order or request of any nation, port or any other person to deliver at that time. Therefore, the Company shall be at liberty to withhold, suspend or reduce deliveries to such an extent, as the Company in its discretion may think fit.

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b) Delivery terms for Export customers with list pricing are Ex Works unless otherwise agreed by the Company.

c) Delivery terms for UK customers with list pricing are free of charge for orders over £150.00

8. DAMAGES

The Company's liability for damages under this order shall in no case exceed the purchase price of the goods to be defective or to have been damaged. If goods supplied by the Company fail to conform to the express terms of the order, the Company shall have the option of bringing the goods into conformity with the order requirement or of taking them back and refunding the price. No claim shall be considered unless the Buyer gives the Company written notice within 5 working days of date of receipt of goods.

9. NOTICE OF NON-DELIVERY OR DAMAGES

Signatures given for shipments damaged or short delivered must be qualified by a remark to that effect. No claims for damages or shortage of goods delivered can be entertained unless notified in writing to the Company within 5 working days of date of receipt of goods.

10. ERRORS AND OMISSIONS

The Buyer cannot hold errors and omissions on invoices as binding at any time whether or not the trading relationship of the Company and Buyer is still in existence.

11. FORCE MAJEURE

Should the Company be delayed in or prevented from making deliveries owing to an Act of God, civil disturbance, requisitioning governmental or parliamentary restrictions, prohibitions or enactment of any kind or expert regulations, strike, lock-outs, trade dispute, difficulty in obtaining workmen or materials, breakdown of machinery, fire, accident or other cause whatsoever beyond the Company's control, the Company shall be at liberty to cancel or suspend the contract without incurring any liability to any loss or damage resulting there from.

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12. TERMINATION

Without limiting its other rights or remedies, the Company may terminate this contract with immediate effect by giving written notice to the Buyer if:

- a) The Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within five days of that party being notified in writing to do so;
- b) The buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];
- c) The buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- d) The Buyer's financial position deteriorates to such an extent that in the company's opinion the Buyer's capability to adequately fulfil its obligations under the contract has been placed in jeopardy.

13. JURISDICTION

The construction performance of this order shall be governed by the Law of England and all disputes, which arise out of or in connection with this order, shall be submitted to the courts of England and Wales

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