

## **TERMS AND CONDITIONS — 30 DAYS STRICTLY NETT**

**THIS TRANSACTION** is subject to our terms-and conditions of sale on our official sales order form  
**NON-DELIVERY OR SHORTAGES** to be advised in writing within 14 days of invoice date  
**RETURNS/FAULTY GOODS** to be returned only after written authorisation within 3 months of delivery  
**NO RETURNS ACCEPTED ON UMBRELLAS**

### **RETENTION OF TITLE PROVISIONS**

- A. These Provisions shall cover any contract for the sale of goods made between Powerplus Enterprises Ltd. ('the company') and the purchaser.
- B. The property in any goods comprised in this invoice sold and delivered by the Company to the Purchaser does not pass to the Purchaser unless and in full the full purchase price of all goods comprised in the invoice has been paid to the company.
- C. If any goods to which the Title is retained by the Company under these provisions are sold or represented to be sold by the Purchaser then the Purchaser shall hold the proceeds of sale on trust absolutely for the company in a separate bank account from the Purchaser's normal trading accounts and shall pay there from to the Company without demand by the Company such monies as are necessary to discharge the Purchaser's current liability to the Company howsoever arising.
- D. If any goods to which Title is retained by the Company are 'Mixed' with or incorporated into any other property, or made into or incorporated into any other form of substance whatsoever by manufacturing or any other process then the Title to the resulting or final product shall belong to the Company and these Provisions shall apply to that resulting or final product of sale thereof in the same way as they would apply to the original goods by the Company.
- E. The Purchaser shall keep all goods and property covered by these provisions insured at the Purchaser's expense with some reputable Insurer to at least the full value of the goods as shown on the invoice against all risks as are normally insured against by a prudent businessman and shall do nothing which may render such insurance void in whole or in part and shall hold any monies paid in respect of loss of or damage to any goods on trust for the Company such monies to be held in a separate account.
- F. If any goods comprised in this invoice are re-sold by the Purchaser the title to those goods shall pass to the person buying from the Purchaser only when the monies due from that person have been paid to the Purchaser. In all other cases, title to the goods shall remain with the Company. This provision shall also apply to any further persons who may in turn purchase the goods.
- G. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to the party giving the notice. No waiver by the seller by any breach of the contract by the buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby. Any dispute concerning the contract or arising under or in connection with these conditions or the sale of goods shall be dealt with before the competent court at Manchester. The contract shall be governed by the laws of England.

### **TO PARTNERSHIP AND SOLE TRADER DEBTORS**

We may transfer information about you to our bankers/financiers for the purposes. of providing services and for the following purposes:-

- Obtaining credit insurance
- Making credit reference agency searches
- Credit control
- Assessment and analysis (including credit scoring, market, product and statistical analysis)
- Securitisation Protecting our interests

We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.