



CONDITIONS OF SALE

1. Interpretation
 - 1.1 In these conditions:-
 "BUYER" means the person who accepts a quotation from the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.
 "GOODS" means the Goods (including any instalments of the Goods or any part for them) which the Seller is to supply in accordance with these conditions.
 "SELLER" means ETHOS International Ltd.
 "CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Seller. "CONTRACT" means the contract for the purchase of and sale of the Goods.
 - 7.2.1 the Goods
 - 7.2.2 all other goods agreed to be sold by the Seller to the Buyer for which payment is then due and no other sums whatever shall be due from the Buyer to the Seller.
2. Basis of the Sale
 - 2.1 The Seller shall sell and Buyer shall purchase the Goods in accordance with any quotation of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller, subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions 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. For the avoidance of doubt it is hereby agreed that these Conditions shall override any contrary different or additional terms or conditions (if any) contained on, or referred to in, an order from or other documents or correspondence from the Buyer.
 - 2.2 No variation, addition, alteration or substitution of these terms shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller. All or any errors or omissions shall be subject to correction without any liability on the part of the Seller.
 - 2.3 No other statement, description, oral representation, promotional or sales literature shall be incorporated into the Order.
3. Order 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 for ensuring the accuracy of the terms of any order.
 - 3.3 At all times the Seller reserves the right to make changes in the specification of the Goods.
 - 3.4 Orders may not be cancelled by the Buyer except with the agreement in writing of the Seller. The Buyer shall indemnify the Seller in full against all loss, costs, damages, charges and expenses incurred by the Seller as a result of cancellation.
 - 3.5 In no circumstances shall the Buyer be entitled to return goods previously ordered by it save with the prior written consent of the Seller. In applying for such consent the Buyer shall state the reason for the return and the date and number of the Seller's invoice therewith. All goods returned must be securely packaged and, unless otherwise agreed by the Seller, consigned carriage paid. Acceptance of returned goods shall not, in any manner whatsoever, bind the Seller to reimburse to the Buyer the cost of such goods or otherwise. In making any reimbursement hereunder, the Seller shall be entitled to deduct therefrom any costs or expenses incurred by it in dealing with such goods.
4. Price of the Goods
 - 4.1 The price of the Goods shall be the Seller's Quoted ex-works price (exc. VAT). 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 notice to the Buyer at any time before delivery, to vary the price of the Goods to reflect any change in Seller's costs beyond the control of the Seller.
5. Terms of Payment
 - 5.1 The Buyer shall pay the price of the Goods without any deduction whatsoever within 30 days of the date of the Seller's invoice, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipt for payment shall be issued only upon request.
 - 5.2 Without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to charge the Buyer interest at the rate of 3% per annum above the National Westminster Bank plc's base rate from time to time on any amount unpaid or set-off any amounts unpaid against any amounts due to the Buyer from the Seller.
6. Delivery
 - 6.1 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 of delivery is agreed by the Seller, by the Seller delivering the Goods to that place.
 - 6.2 The Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Any time or date of delivery that may be provided by the Seller to the Buyer, although given in good faith, is an estimate only and time for delivery shall not be of the essence unless previously agreed in writing by the Seller.
 - 6.3 Claims by the Buyer for shortages or damage must be made in writing to the Seller within 3 days from delivery of the Goods and the Buyer must notify the carrier (if any) immediately. Claims for non-delivery must be made in writing to the Seller within 10 days from the date of the invoice therefore. The Seller shall not be liable for any claims not made within the above periods.
 - 6.4 The first 5% of breakages on Earthenware, China or Glass may be charged to the Buyer.
7. Risk and Property
 - 7.1 Risk of Damage to or loss of the Goods shall pass to the Buyer
 - 7.1.1 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
 - 7.1.2 In the case of Goods to be delivered other wise than at the Seller's premises, at the time of delivery or if Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
 - 7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provisions of these Conditions the title to the Seller's Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of:
8. Warranties and Liabilities
 - 8.1 The Seller gives no warranty or indemnity in respect of the Goods and, except where the Goods are sold to a person dealing as a consumer (within the meaning of the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
 - 8.2 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 Conditions.
 - 8.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specifications 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.
 - 8.4 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (including any loss of profit or anticipated savings or revenues or business), costs expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Seller, its employees, or agents or other wise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer except as expressly provided in these Conditions.
 - 8.5 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.
9. Indemnity
 - 9.1 The Seller gives no warranty, indemnity, assurance or otherwise as to any intellectual property rights in the Goods and the Buyer acknowledges that it purchases the Goods entirely at its own risk in this regard. The Seller shall not be liable to the Buyer if the Goods infringe or their use or resale infringes any intellectual property rights of any other person or company.
10. Insolvency of Buyer
 - 10.1 If the Buyer becomes bankrupt or goes into liquidation (other than for the purposes of amalgamation or reconstruction) then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to 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.
11. Confidentiality Clause

Both the Seller and the Buyer shall keep confidential and shall not, without the prior consent of the other, disclose to any third party any technical or commercial information which has been acquired from the other relating to any goods sold by the Seller.
12. Force Majeure
 - 12.1 The Seller shall not be under any liability for any failure to perform any of its obligations under the Contract to Force Majeure. Following notification by the Seller to the Buyer of such cause, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.
 - 12.2 For the purposes of this Order, "Force Majeure" means "fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion riot, sabotage, or official strike or similar official labour dispute or events or circumstances outside the reasonable control of the party affected thereby".
13. Severability

Each clause and sub-clause of this Agreement shall be separate and severable from each other. In the event that any of the clauses or sub-clauses are deemed invalid or unenforceable this shall not affect the validity or enforceability of the other clauses or sub-clauses. In the event that any right obligation, exclusion, restriction or other matter is held to be invalid, unenforceable or ineffective but would be if some part of it were deleted or modified then it shall be deleted or modified to the extent that may be necessary to make it valid, enforceable or effective.
14. Jurisdiction

The Order shall be considered to be a contract made in England and shall be governed in all respects by the law of England and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

