

INVOICE TERMS AND CONDITIONS

1. Application

1.1 These Terms and Conditions shall apply to the purchase of the goods detailed overleaf ("Goods") by you ("Buyer") from Rexyn Ltd a company registered in England under number 07952383 whose registered office is at 145-157 St John Street, London EC1V 4PW, England ("Seller") and to the payment of this invoice. No other terms and conditions shall apply to the sale of the Goods or to this invoice unless agreed upon in writing between the Buyer and Seller.

1.2 The essence of these Terms and Conditions remains the same as those included with the Seller's quotation. The tense has been altered to reflect the inclusion of these Terms and Conditions in an invoice.

2. Interpretation

2.1 A "business day" means any day other than a Saturday, Sunday or bank holiday.

2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Goods

3.1 The description of the Goods are as set out in the Seller's brochure confirmed in the quotation and this invoice. In accepting the quotation the Buyer has acknowledged that it does not rely on any other representations regarding the Goods save for those made in writing by the Seller. No descriptions of the Goods set out in the Seller's brochure shall be binding on the Seller and are intended as a guide only.

3.2 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

4. Price

4.1 Subject to sub-Clause 4.2, the price ("Price") of the Goods shall be that detailed in the quotation, accepted by the Buyer and confirmed in this invoice.

4.2 Any increase in the cost of the Goods to the Seller due to any factor beyond the Seller's control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, shall be reflected in this invoice in accordance with the Seller's right to increase the Price prior to delivery.

4.3 Any increase in the Price under sub-Clause 4.2 shall only have taken place upon the Seller informing the Buyer of the increase in writing.

4.4 The Price is exclusive of fees for packaging and transportation / delivery.

4.5 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

5. Basis of Sale

5.1 The quotation constitutes written acceptance and confirmation by the Seller of the Buyer's order for the Goods.

5.2 The quotation is a contractual offer to sell the Goods which the Buyer has accepted. The Seller and the Buyer have entered into a contract for the sale of the Goods.

6. Payment

6.1 The Buyer shall pay the Price stated in this invoice within 30 days of the date of receipt of goods or otherwise in accordance with any credit terms agreed between the Seller and the Buyer.

6.2 Time for payment is of the essence of the Contract between the Seller and the Buyer.

6.3 Receipts for payment will be issued by the Seller only at the Buyer's request.

6.4 All payments must be made in GBP – GB Sterling Pounds - unless otherwise agreed in writing between the Seller and the Buyer.

7. Delivery

The Seller has delivered the Goods to the Buyer, enclosing this invoice

8. Risk and Title

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer either when the Goods are delivered to the Buyer or when the Seller notifies the Buyer that the Goods are ready for collection.

8.2 If the Buyer wrongfully fails to take delivery of the Goods, risk shall pass to the Buyer at the time when the Seller has tendered delivery of the Goods.

8.3 Legal and beneficial title in the Goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the Price.

8.4 The Seller reserves the right to repossess any Goods in which the Seller retains legal and beneficial title if full payment is not received in accordance with Clause 6. In the event of such repossession the Buyer shall deliver the Goods in which legal and beneficial title has not passed to the Seller at its own cost.

8.5 The Buyer's right to possession of the Goods in which the Seller retains legal and beneficial title shall terminate if:

(a) the Buyer commits a material breach of its obligations under these Terms and Conditions; or

(b) the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

9. Returns and Refunds

9.1 If the Buyer is not satisfied with the Goods and wishes to return them it may do so provided:

(a) the Buyer informs the Seller that it wishes to return the Goods within 7 days of delivery;

(b) the Goods remain in their original condition (as delivered); and

(c) the Buyer agrees to bear the cost of delivery to the Seller.

9.2 If the Goods are damaged or defective, the Buyer shall have the right to return them to the Seller and the Seller shall bear the costs of delivery.

9.3 Goods which have been custom made for the Buyer may only be returned if they are defective. The Buyer's statutory rights are unaffected.

9.3 A refund or a replacement product shall be issued to the Buyer only upon the receipt of the Goods in accordance with this Clause 9.

10. Guarantees

The Seller shall guarantee the Goods against faulty workmanship and manufacturing defects for a period of one year from the delivery date.

11. Communications

11.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

11.2 Notices shall be deemed to have been duly given:

(a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

(b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;

(c) on the fifth business day following mailing, if mailed by national ordinary mail; or

(d) on the tenth business day following mailing, if mailed by airmail.

11.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

12. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

13. No Waiver

No waiver by the Seller of any breach of these Terms and Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

15. Consumer Rights

Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a consumer.

16. Law and Jurisdiction

16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.