

## CONDITIONS OF SALE OF FOREST PROMOTIONS LIMITED

All Forest Promotions Limited products are supplied on the express understanding that the purchaser agrees to the following conditions:

1. The conditions set out below govern the contract for the supply of Forest Promotions Limited products and override any other conditions.
2. Terms: 15 days strictly net. Unless otherwise agreed. VAT will be added to all quoted prices at the prevailing rate.
3. Forest reserve the right to amend all prices and specifications without prior notification, although every attempt will be made to give reasonable notice whenever possible.
4. No exclusive or sole agencies or territorial or other restrictions are given or recognised for any town or territory.
5. The seller reserves the right by notice given at any time before delivery to vary the price of the goods if after the date hereof there is any increase or decrease in total cost of such goods to the seller arising from any cause beyond the seller's control.
6. The seller shall not be liable for:  
A failure to perform any obligation hereunder if such failure is caused by circumstances beyond the seller's control, or  
B delay, howsoever caused in performing any obligation hereunder, nor for any costs, losses or damages howsoever arising from any such delay.
7. Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of the contract.
8. All claims for damage to, or partial loss of goods in transit must be submitted in writing to both carrier and seller within seven days of delivery, in the case of non-delivery of the whole consignment, claims must be submitted in writing to both carrier and the seller within seven days of receipt by the buyer (or buyer's agent) of notifications of despatch of the goods. In the absence of claims within the terms mentioned above, the goods shall be deemed to have been delivered in accordance with the contract. Any dispute made in respect of invoices must be made in writing within fourteen days of the invoice date.
9. All warranties, conditions and representations in respect of the goods are hereby expressly excluded and the seller shall not be liable for any loss, injury or damage arising directly or indirectly from the use, application or storage of such goods. Without prejudice to the above, the seller will be prepared to consider claims concerning the quality of the goods provided that such claims are notified to the seller within seven days of receipt of goods by the buyer (or buyer's agent) and are limited to the value of the invoice value of the goods. The refills/inks etc supplied in writing instruments are subject to a maximum warranty of three months from the date of despatch from Forest Promotions. These conditions are imposed on Forest Promotions by the manufacturers of such goods. No guarantees are offered on battery life whatsoever.
10. The buyer may not cancel the contract without the seller's written consent. No returns will be accepted without authorisation from a representative of the seller. Goods returned to the seller without such authorisation will be returned carriage forward.
11. The seller may, without prejudice to its other rights and remedies, terminate the contract if either there shall be any breach by the buyer of any term or condition hereunder or the financial responsibility of the buyer shall, in the opinion of the seller, become impaired or unsatisfactory.
12. The seller does not guarantee the suitability of the goods for any specific purpose.
13. Where the buyer has specified that the goods be of certain colour or size, such specifications shall be subject to reasonable commercial variation.
14. When goods are made or adapted by the seller in accordance with the buyer's specifications, the buyer shall indemnify the seller against all costs, claims and expenses incurred by the seller in respect of the infringement by such goods of any patents, registered designs, trademarks or other such rights belonging to third parties.
15. The seller reserves the right to deliver in total up to 10% over or under the quantity of specially imprinted goods ordered, and will invoice the buyer for the quantity actually despatched.
16. Where the goods comprise or include the buyer's own materials, the seller shall not be liable for any damage to such materials howsoever caused during the course of manufacturing, processing or finishing by the seller.
17. Both legal and equitable property in the goods shall remain with the seller until the goods have been paid for in full. Should the goods be sold before such payment is made, the buyer shall hold the proceeds of the sale of goods in trust for the seller.
18. Risk in the goods shall pass to the buyer on despatch.
19. The contract shall be governed by and continued in accordance with English law and the buyer (even if resident outside the jurisdiction) shall submit to the jurisdiction of the High Court of Justice in England.