

# PPS DIRECT

## GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS	
<b>Additional Charge</b>	means any additional charge or amount payable under this Agreement;
<b>Agreement</b>	means the agreement which incorporates these terms and conditions, and unless otherwise stated, the date of this Agreement is the date of acceptance by PPS of the Customer's order by means of an Order Confirmation;
<b>Conditions</b>	means these General Sales Terms and Conditions (September 2007);
<b>Contract Documents</b>	means each written quotation, offer, Order Confirmation, and/or other document forming part of this Agreement;
<b>Customer</b>	means the purchaser of the Goods under this Agreement;
<b>Goods</b>	means all goods including without limitation, pallets, trays and related products supplied by PPS under this Agreement, including under any Warranty;
<b>Normal Working Hours</b>	8.00am to 6.00pm Monday to Friday (excluding statutory and English bank holidays);
<b>Order Confirmation</b>	means the written order acknowledgement issued by PPS confirming the details of and accepting the customer's order;
<b>PPS</b>	means PPS Direct a trading division of PPS Equipment Management Limited, registered company number SC240448;
<b>Price</b>	means the price payable for all Goods to be supplied by PPS under this Agreement, as specified in the Contract Documents;
<b>Used Goods</b>	means Goods which are not new and have previously been used either by PPS or a third party;
<b>Warranty</b>	means the warranties given under the section entitled "Warranty Terms" in these Conditions and any other applicable express, implied or collateral warranty, term or condition as to the specification, standard, quality, fitness for purpose or condition of any Goods.

2. APPLICATION	
<b>Incorporation</b>	These terms and conditions shall apply to all quotations, offers, orders and contracts for the supply of Goods by PPS. All terms and conditions of the Customer are hereby excluded.
<b>Quotations and orders</b>	PPS's quotations are not legally binding offers. Any quotations made by PPS shall be valid only for orders received within 7 days of its date, and may be withdrawn at any time. The Customer's orders are subject to acceptance by PPS by means of an Order Confirmation .
<b>Cancellation</b>	The Customer has no right cancel this Agreement. If the Customer purports to cancel this Agreement, then without prejudice to any other rights or remedies of PPS, the Customer shall fully indemnify PPS on demand and keep PPS fully indemnified in respect of all Goods ordered by the Customer, and any losses, costs, expenses (including loss of profits) damages, and charges incurred by PPS as a result of such cancellation. This condition does not affect the Customer's rights arising out of a breach of this Agreement by PPS.

3. SUPPLY AND DELIVERY	
<b>Supply Obligation</b>	PPS agrees to supply and deliver and the Customer agrees take delivery of and pay for all Goods on and subject to the terms of this Agreement.

<b>Specifications</b>	The specifications for the Goods shall be as stated in the Contract Documents, or to the extent not so stated, shall be in accordance with PPS's specifications. PPS may change the specifications for the Goods to conform to any change in any law or standard applicable to the Goods occurring after the date of the Agreement.
<b>Place of delivery</b>	Unless otherwise stated in the Contract Documents, the Goods will be delivered ex-works at the premises of PPS, and PPS may make an Additional Charge for delivering any Goods to any premises of the Customer or any third party. Unless otherwise agreed in an Order or otherwise in writing, delivery of Goods shall be made by the Customer or its nominated carrier collecting Goods at PPS's premises no later than 3 days after PPS has notified the Customer that Goods are ready for collection or, if some other place for delivery is agreed in an Order Confirmation or otherwise in writing by PPS by PPS delivering Goods to that place. If upon the expiry of the 3 day period the Customer has failed to collect Goods or notify PPS in writing of some other place for delivery, delivery shall be deemed to have effected on the date of expiry of the 3 day period.
<b>Time for delivery</b>	<p>PPS agrees to use reasonable efforts to deliver the Goods, by any date or within any time stated in the Contract Documents, or if not stated, by such reasonable date or time as PPS shall specify. Under normal circumstances delivery of any Goods will be at least 7 days from the date of this Agreement. Time for delivery of the Goods or performance of this Agreement is not of the essence.</p> <p>Any specified dates or times for delivery of performance are estimates only. If PPS shall have failed to deliver or perform by any specified date or time, PPS will deliver the Goods by such reasonable final date or time, as PPS shall further specify. PPS shall not be considered to be in breach of this Agreement for delay in or non delivery of performance, unless and until the Customer has given to PPS notice on or after any specified final date or time for delivery of performance, and PPS has failed to deliver or perform within at least 60 days following receipt of such notice.</p> <p>If PPS is delayed in or prevented from delivering the Goods as a result of any event beyond its reasonable control, including any delay or inability of the manufacture or supplier to supply the Goods or any parts of the Goods to PPS for any reason, any carriage or import delays, any delay, act or omission of any of the Customer's staff or contractors, or as a result of anything for which the Customer is responsible under this Agreement, then PPS shall not be in breach of this Agreement and shall be entitled to a reasonable extension of time for delivery or performance.</p>

<b>Instalments</b>	PPS may at its option deliver by instalments. Neither failure on the part of PPS to make any delivery (or part delivery) in accordance with the Agreement, nor any claim by the Customer in respect of such delivery (or part delivery) shall entitle the Customer to reject the balance of the Goods or to treat the Agreement as a whole as repudiated or to cancel subsequent instalments.
<b>Inspection and Acceptance</b>	The Customer shall inspect any Goods immediately on delivery, and PPS shall not be responsible for any errors, omissions, faults, damage or shortage discoverable on reasonable inspection unless the Customer notifies PPS within 24 hours from and including the day of delivery. If any Goods are rejected, the Customer shall allow PPS a reasonable opportunity to correct the Goods, by replacing or repairing them at PPS's option. The Customer shall sign any written document reasonably required by PPS to confirm receipt of the Goods. Any discrepancy between the volume of Goods specified in the Agreement and the volume of Goods actually delivered by PPS under the Agreement where such discrepancy is less than 10% of the volume PPS shall be deemed to have delivered the Goods in accordance with the Agreement and the Customer shall be obliged to accept the Goods delivered and pay for such Goods at the rate set out in the Agreement in accordance with the terms of Condition 3.
<b>Risk</b>	Risk in any Goods will pass to the Customer when they are delivered to the Customer or any representative of the Customer or carrier of the Customer. The Customer shall not be entitled to claim under or to the proceeds of any insurance maintained by PPS in respect of the Goods.
<b>Title</b>	Notwithstanding delivery and the passing of risk in any Goods legal and beneficial title to the Goods shall not pass to the Customer and shall remain vested in PPS, until PPS has received payment in full (in cleared funds) the Price for them together with any Additional Charges due from the Customer. Goods in the Customer's possession or control in relation to which legal and beneficial title remain vested in PPS are referred to in the following provisions of this condition as "Retained Goods".  Until such payment in full, the Customer shall;  (1) hold any retained Goods on a fiduciary basis as PPS's bailee;  (2) store any retained Goods (at no cost to PPS) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as PPS's property;  (3) not destroy, deface or obscure any identifying mark or packaging on or relating to any Retained Goods;  (4) maintain any Retained Goods in good condition; and

	(5) at its own expense keep the Retained Goods insured on PPS's behalf against all risks to the reasonable satisfaction of PPS and on request reduce the relevant policy of insurance for inspection by PPS.  PPS reserves the immediate right of repossession of any Retained Goods exercisable at any time of delivery or collection of the Goods. The Customer hereby grants to PPS and PPS's agents, employees and contractors an irrevocable licence at any time to enter into any premises where Retained Goods are being stored without prior notice for this purpose in order to inspect them and identify them as PPS's property.  For the avoidance of doubt, the Customer agrees that PPS shall be entitled to recover the payment for any Retained Goods from the Customer notwithstanding that legal and beneficial ownership of the same as not passed from PPS.  The repossession of Retained Goods by PPS in accordance with this condition shall be without prejudice to all any of PPS's other rights against the Customer under any Agreement whether hereunder, at law or in equity.  On termination of the Agreement howsoever caused, PPS's but not the Customer's rights contained in this condition shall remain in full force and effect.
<b>Suspension</b>	PPS shall be entitled to withhold delivery of any Goods and suspend performance of this Agreement (including, stopping any Goods in transit if: (1) any amounts payable by the Customer to PPS are overdue on any account whatsoever, and the Customer fails to pay those overdue charges within 7 days of demand from PPS; or (2) PPS has reasonable grounds for considering that the Customer will not pay or be able to pay for the Goods; and in either case, may make an Additional Change for and resulting additional or wasted cost and expense, and such suspension will end when the Customer pays in full for such Goods and any overdue amounts or provide a bank guarantee for payment in terms satisfactory to PPS.

<b>4. CHARGES AND PAYMENT</b>	
<b>Obligation to Pay</b>	The Customer shall pay the Price and all Additional Charges in accordance with the terms of the Agreement. Time for payment of the Price and Additional Charges is of the essence of this Agreement. If price is not stated in the Contract Documents, then the Price of the Goods shall be as stated in PPS's published price list current at the date of this Agreement.
<b>VAT</b>	The Price and all Additional Charges are exclusive of value added tax, which the Customer shall pay in addition at the rate applicable from time to time.
<b>Additional Charges</b>	Unless otherwise stated in the Contract Documents, PPS shall be entitled to make an Additional Charge for: (1) the costs of delivery, carriage, insurance in transit, of any Goods. If

	the Goods are to be delivered to the Customer's premises: (2) any customs duties or taxes payable in respect of the Goods or their import or export: (3) travel, accommodation and subsistence which may be required in providing any Goods (4) any additional and/or wasted expenditure costs due to any cause other than the neglect or default of (including any delay in performance, breach and non-performance, of this Agreement by the Customer for any reason, any error or omissions in any information provided by the Customer).
<b>Currency and Payment Method</b>	The Customer shall pay the Price and all Additional Charges in Pounds Sterling by cash, credit card or electronic bank transfer at the time of order. All amounts shall be paid so that they are credited in cash or cleared funds to PPS prior to the issue by PPS of an Order Confirmation.
<b>Interest</b>	If any amounts payable by the Customer become overdue, then the Customer shall in addition pay daily interest on those amounts at the rate of 4% per annum above the base lending rate of Barclays Bank plc from the due date payment is made (before as well as after any judgment).
<b>No Set-off</b>	The Customer shall pay the Price and all Additional Charges in full without any set-off, counterclaim, deduction or withholding, for any reason whatsoever whether arising in contract, tort (including negligence) or breach of statutory duty except for deductions or withholdings required by law.
<b>Recovery Costs</b>	The Customer shall on demand pay all costs and expenses (including legal costs) incurred by PPS in enforcing payment of the Price or any Additional Charges and/or repossessing any Goods.

#### 5. CUSTOMER'S OBLIGATIONS

<b>General Assistance</b>	The Customer shall do all those things, which are within its power or control to assist and facilitate the performance of this Agreement by PPS, and shall perform its obligations within a reasonable time sufficient to enable PPS to perform this Agreement.
<b>Information</b>	The Customer shall promptly provide PPS on request with all information, which PPS requires to perform this Agreement. PPS shall have no liability to the Customer for any errors, omissions or defects in any information provided by the Customer.
<b>PPS IPR</b>	The Customer acknowledges that all copyright, design rights, and other intellectual property rights in and to the Goods and all trade marks used on or in relation to the Goods are and shall remain sole and absolute property of PPS or the third party that owns them, and that no right, licence title or interest is granted or transferred in respect of them to the Customer.

#### 6. WARRANTY TERMS

<b>Warranty</b>	PPS warrants that on delivery (1): all Goods other than Used Goods will substantially conform to the agreed specifications, be of satisfactory quality, be new and be free from material damage, and shall comply with all applicable UK safety standards and legislation; (2) Used Goods shall be of satisfactory quality within
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	<p>the meaning of the Sale of Goods Act 1973 and are sold subject to the description and specification given by PPS including as to the quality, fitness for purpose, appearance and finish (which may include minor defects) and PPS shall have no liability to the Customer under the warranty to the extent that:- the defect in question was drawn to the attention of the Customer prior to entering into this Agreement and that PPS did not agree to remedy the defect or such defect ought to have been discoverable on inspection of the Used Goods by the Customer at the time of receipt.</p> <p>Where any warranty period is given, unless otherwise stated in the Contract Documents, such warranty period will run from the date at which the Goods are first delivered.</p> <p>With prejudice to condition 7, PPS's liability for any breach of warranty contained in condition 6 shall in all circumstances be limited at PPS' sole option to repair or replacement (as soon as reasonably practicable and free of charge) or crediting the Customer with an amount equal to the amount paid by the Customer for the defective Goods replacement. Such repair, replacement or refund shall be PPS' sole liability and the Customer's sole remedy for breach of the warranty in this condition.</p>
<b>Warranty Claims</b>	<p>When reporting a claim under a Warranty, the Customer shall provide full details of the claim, description of the Goods and/or the Customer's order number.</p> <p>The Customer shall allow PPS a reasonable opportunity to inspect any Goods subject to a claim under a Warranty, and the Customer shall give PPS a reasonable opportunity to correct any breach of Warranty, and the Customer shall at PPS's request take the Goods out of use hold them for inspection at its premises or if so requested, return them promptly to PPS at PPS's cost.</p> <p>If PPS disputes the breach of Warranty, PPS may elect to correct the alleged breach of Warranty, and may make an Additional Charge for this. PPS will refund any such charge if it is subsequently agreed or determined to be a breach. If PPS carries out any inspection, investigation or rectification work in relation to a claimed breach of Warranty, and it is later found not to have been a breach of warranty, the Customer shall pay to PPS an Additional Charge for all such work, including the cost of all persons sent out to inspect the Goods.</p>
<b>Warranty Expectations</b>	PPS shall not be liable under any Warranty in respect of any matter, circumstances, fault or damage (1) discoverable on inspection at the time of delivery or acceptance of any Goods or; or (2) resulting from or constituting normal deterioration or wear and tear, or (3) resulting from any modification, alterations, or additions, maintenance or repairs to the Goods made by any person other than PPS; or (4) resulting from misuse of the Goods or failure to handle, store site, install, use treat, maintain and repair the Goods in accordance with any instructions provided by PPS; or (5) arising when the

	Customer could have take reasonable steps to prevent further damage, or (6) arising from any other cause whatever other than the default or negligence of PPS.
<b>Exclusion of all other warranties</b>	All warranties, conditions, or terms implied by statue, common law, custom law, custom, trade or otherwise with respect to the condition, standard, quality, performance, operation, fitness or suitability of the Goods are excluded to the fullest extent permitted by law.

<b>7. LIMITATION OF LIABILITY</b>	
<b>Liability which is limited</b>	The liability which PPS is limiting and/or excluding in this Agreement (the "Default Liability") is PPS's liability to the Customer for or arising out of (1) any breach of this Agreement or any collateral agreement; (2) negligence or breach of statutory duty in performing or otherwise in connection with this Agreement, (3) the acts or omissions of PPS's officers, employees, agents or contractors in the course of performance of or otherwise in connection with this Agreement; (4) misrepresentation (other than fraudulent) in connection with this Agreement, (5) any Goods or liability arising under or out of this Agreement, in each case whether such liability is in contract, tort statue or otherwise however.
<b>Liability not limited</b>	PPS does not limit or exclude its Default Liability for personal injury or death due to its negligence, or for fraud misrepresentation, or the statutory rights of a consumer, or any other liability to the extent that it may not be excluded by law.
<b>General Limitation</b>	In any event, PPS's total liability for all events of Default Liability in aggregate shall not exceed the price paid for the Goods under the Agreement.
<b>Liability completely excluded</b>	In any event PPS excludes and shall not have any Default Liability for (1) any special, indirect or consequential loss, or (2) any loss of profit, use anticipated savings, data production, business revenue, use contract or goodwill, or (3) any costs or expenses, liability, commitment, contract or expenditure incurred in reliance on or expectation of the Goods being provided in accordance with this Agreement, (4) losses suffered by third parties or any liability of the Customer to any third party.

<b>8. SUSPENSION AND TERMINATION</b>	
<b>Non-Payment</b>	PPS shall be entitled to terminate this Agreement with immediate effect, if the Price or any Additional Charges shall become overdue and shall not be paid within 7 days after demand from PPS.
<b>Breach</b>	Either party may terminate this Agreement immediately by notice to the other party, if the other is in material breach which is either not capable of remedy, or if capable of remedy is not remedied within 30 days of notice of the breach.
<b>Insolvency</b>	PPS may terminate this Agreement at any time immediately by notice to the Customer if the Customer (or any partner of the Customer who is a partnership) shall (1) be unable to pay its debts within the meaning of section 123 or Section 268 of the insolvency Act 1986 as applicable). Or (2) be liquidated or wound up or declared bankrupt, or (3) have a petition for winding up or bankruptcy presented against it which is not withdrawn in 30 days.

	or (4) pass a resolution for voluntary winding up, or (5) have a petition for the appointment of an administrator presented against it, or (6) have an administer, receiver or administrative receiver appointed to the whole or any part of its undertaking or assets, or (7) convene any meeting of its creditors or make an arrangement or otherwise compound or compromise with its creditors; or (8) if any equivalent event happens to the Customer under the laws of any relevant jurisdiction.
<b>Force Majeure</b>	PPS reserves the right to suspend delay or cancel the performance of this Agreement or any part thereof where PPS is prevented or hindered from the performing the same due to any cause beyond its reasonable control.  Notwithstanding anything to the contrary in these Conditions, PPS shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of Goods by PPS being prevented, hindered, delayed or rendered uneconomic or for the suspension or cancellation of an order by reason of any circumstances or event beyond PPS's reasonable control.  If due to such circumstances or events PPS has insufficient stocks to meet all its commitments, PPS may apportion available stocks between its customers at its sole discretion.  Cancellation of an order under this condition shall be without prejudice to any rights or liabilities of either party which accrued prior to the date of cancellation other than as a result of the relevant event of force majeure.

<b>9. GENERAL</b>	
<b>Entire agreement</b>	This Agreement constitutes the entire agreement between PPS and the Customer and cancels and supersedes any and all previous or collateral agreement, arrangements, undertakings, commitments, representations, or communications (whether oral or written, express or implied) between PPS and the Customer relating to the subject matter of this Agreement. Other than for entering into this Agreement it has not relied on any warranty, statement, or representation of PPS or any other person relating to this Agreement or the subject matter of this Agreement. Nothing in this clause shall affect any liability of PPS for fraudulent misrepresentation.
<b>Transfer and sub-Contracting</b>	The Customer shall not be entitled assign or transfer this Agreement without the prior written consent of PPS. The Customer agrees that it is contracting on its own account and not as agent for any other person PPS may sub-contracts its obligations under this Agreement.
<b>Invalid Terms</b>	Each of the terms of this Agreement shall be valid unless agreed to in writing by an authorised representative of PPS.
<b>Notices</b>	Notices under this Agreement shall be in writing and sent by hand, recorded delivery, first class post or fax to the other party at its address stated in this Agreement, or such other address as that party may notify to the other party to the other party to be its address for notices from time to time. Notices shall be deemed to be received: if sent by

	hand, or recorded delivery, on delivery; if sent by first class post, on the 2 <sup>nd</sup> day following the day of posting; if sent by facsimile, on completion of uninterrupted transmission.
<b>Interpretation</b>	In this Agreement a reference to a person includes a reference to a company or other body corporate, association, partnership or individual; a reference to the singular shall include the plural and vice versa; a reference to any gender shall include every gender.
<b>Law</b>	This Agreement shall be governed by and construed in accordance with the law of England and Wales, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.