

COLART UK LIMITED TERMS & CONDITIONS OF SALE

Your attention is drawn in particular to the provisions of condition 12 (Selective Distribution & Authorised Retailer Network).

By placing an order with Colart UK Limited ("us", "we" or "our"), whether through our sales representatives, by telephone, email or otherwise, for any goods promoted for sale by us, you (being the person or firm who purchases goods from us) agree to contract with us in accordance with the following terms and conditions of sale ("Terms") to the exclusion of all other terms and conditions that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1. Ordering

- 1.1 You are responsible for ensuring that each order you place is complete and accurate. Each order is an offer by you to purchase goods in accordance with these terms and conditions.
- 1.2 If you have ordered from us before, we are entitled to assume that you are making the order in the same legal capacity as any previous order, unless you indicate otherwise in writing.
- 1.3 We do not accept orders with a value (excluding VAT, handling and delivery costs) ("Net Value") of less than £80. We charge a handling fee of £20 (or such other amount as we shall determine at our absolute discretion) on all orders with a Net Value up to £175. Orders with a Net Value greater than £175 will usually be delivered at no cost to you. We reserve the right to charge a handling fee on goods which have to be dispatched separately, or for exceptionally heavy or bulky goods, or for deliveries to third parties or deliveries by train or air.
- 1.4 Certain goods are subject to a minimum order quantity (as stated in our sales literature). You acknowledge and agree that any order for such goods for less than the minimum order quantity shall be increased to the minimum order quantity.
- 1.5 An order is only deemed to be accepted when we issue you with a written acknowledgement of your order, or on delivery of the goods (whichever is earlier) at which point and on which date the contract is formed. Once we have accepted your order, we shall supply you, subject to availability and condition 1.4 above, with the quantity and specification of goods set out in your order.
- 1.6 These Terms constitute the entire agreement between you and us for the supply of goods, and you acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms.

2. Description of Goods

- 2.1 All descriptive matter, specifications and advertising issued by us and any descriptions or illustrations contained in our catalogues or brochures ("Descriptions") are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They do not form part of these Terms or have any contractual force.
- 2.2 We reserve the right to make any changes in the Descriptions necessary to comply with any applicable legal or regulatory requirements or product specification changes.
- 2.3 Certain important safety information is provided by us in relation to the goods (on the goods themselves and/or in our catalogues). You acknowledge that you are, or before using or supplying the goods, will make yourself aware of this information.

3. Defective Goods

- 3.1 We warrant that on delivery, the goods shall:
 - (i) conform in all material respects with their description;
 - (ii) be free from material defects in design, material and workmanship;
 - (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 (as amended or re-enacted from time to time)); and
 - (iv) be fit for any purpose held out by us.
- 3.2 Subject to condition 3.3, if:
 - (i) you give us notice in writing within three days of delivery that some or all of the goods do not comply with the warranty set out in condition 3.1;
 - (ii) we are given a reasonable opportunity of examining such goods; and
 - (iii) you (if asked to do so by us) return such goods to our place of business at our cost, we shall, at our option, repair or replace the defective goods, or refund the price of the defective goods in full.
- 3.3 We shall not be liable for goods' failure to comply with the warranty set out in condition 3.1 in any of the following events:
 - (i) you make any further use of such goods after giving notice in accordance with condition 3.2;
 - (ii) the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the goods or, if there are none, good trade practice regarding the same;
 - (iii) you alter or repair such goods without our written consent;
 - (iv) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (v) the goods differ from their description as a result of changes made to ensure they comply with applicable legal or regulatory requirements.

3.4 Except as provided in this condition 3, we shall have no liability to you in respect of the goods' failure to comply with the warranty set out in condition 3.1.

3.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (as amended or re-enacted from time to time) are, to the fullest extent permitted by law, excluded from these Terms.

3.6 These Terms shall apply to any repaired or replacement goods supplied by us.

3.7 Any returned goods will belong to us.

3.8 We accept returned goods only in the circumstances set out above. If you return goods to us other than in those circumstances, we reserve the right to refuse such return or to charge an administration fee of 20% of the price paid for the goods returned.

4. Prices

- 4.1 The price of the goods is subject to change on our price list. Current pricing is listed on the date of dispatch of your order.
- 4.2 Any discounts offered by us on our published price lists are made at our discretion and will be revoked in the event of any delay in payment.

5. Payment

- 5.1 Payment for the goods is due in cleared funds by bank transfer within 30 days of the date of our invoice, or in accordance with the credit terms we may have agreed with you in writing. Time for payment shall be of the essence.

5.2 You shall make all payments due under these Terms without any deduction whatsoever unless you are entitled to a discount under condition 5.3 or have a valid court order requiring an amount equal to such deduction to be paid by us to you.

5.3 Where you are entitled to a discount you may deduct from the payment due, unless any previous invoice is overdue or we have extended credit facilities to you in which case no such discount shall apply.

5.4 If you fail to pay us any sum due pursuant to these Terms:

5.4.1 interest shall be payable on the overdue amount at:

- (a) the annual rate of 4% above the base lending rate from time to time of the Bank of England; accruing on a daily basis until payment is made, whether before or after any judgment; or, at our election,
- (b) the rate in force under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended or re-enacted from time to time) and, in any event, interest shall be payable at the elected rate both before and after any judgment is made against you until the date on which payment in cleared funds is received in full, including all accrued interest;

5.4.2 we reserve the right to stop the credit facility and withhold deliveries of goods until payment is received; and/or

5.4.3 we reserve the right to take legal action to recover the amount owed and, in such circumstances, you will be additionally liable for the costs (including reasonable legal and other professional costs and expenses) incurred by us in collecting the debt.

5.5 We reserve the right to charge an administration fee for copy invoices.

5.6 We reserve the right to report any non-payment or late payment by you to credit reference agencies.

6. Delivery

6.1 We shall send goods to the delivery address (specified by you at the time of ordering) either:

- (a) by post, in which case delivery shall be completed when the goods are posted; or,
- (b) by carrier, in which case delivery of the goods shall be completed when the goods are delivered in accordance with:
 - (i) FCA Incoterms 2020 from our premises; or
 - (ii) the relevant rule of Incoterms 2020 we have previously agreed in writing with you.

6.2 Any dates/ times specified by us for delivery are approximate only and the time of delivery is not of the essence. We shall not be liable for any direct, indirect or consequential loss including, without limitation, financial loss such as loss of profit or otherwise caused by any delay in delivery of the goods howsoever caused. If no time for delivery is specified, we shall deliver the goods to you within a reasonable period.

6.3 If for any reason you refuse to accept delivery of any goods when they are ready for delivery, or we are unable to deliver the goods on time because you have not provided appropriate instructions, documents, licenses or authorisations:

6.3.1 the goods will be taken to have been delivered at 9:00am on the third Business Day (as defined below) after the day you were notified that they were ready for delivery; and

6.3.2 we shall store the goods until delivery and charge you for all related costs and expenses including, without limitation, storage and insurance.

6.4 For the purposes of these Terms, "Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

6.5 Unless otherwise agreed by us, where particular goods are packaged in a given quantity and you order a smaller quantity, you shall not be entitled to object to or reject the goods or any of them by reason of the surplus and shall pay for such goods pro rata.

6.6 If you have not taken delivery of the goods ten Business Days after the day you were notified that they were ready for delivery, we may resell or otherwise dispose of part or all of the goods.

7. Non-Delivery

7.1 The quantity of any consignment of goods recorded by us upon dispatch from our premises shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.

7.2 We shall not be liable for any non-delivery of goods unless written notice is given to us within seven days of the date when the goods would in the ordinary course of events have been received.

7.3 Our liability for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or issuing a credit note against any invoice raised for such goods.

8. Risk/Title

8.1 Risk of damage to or loss of the goods shall pass to you at the time of delivery in accordance with condition 6.

8.2 Subject to condition 8.4, ownership of the goods shall not pass to you until we have received payment in full of all monies owed by you to us.

8.3 Until ownership of the goods passes to you, you shall hold the goods on the following terms:

8.3.1 the goods shall be stored separately from other goods held by you and shall be clearly identifiable as our property;

8.3.2 the goods shall not be mixed with other goods or altered in any way;

8.3.3 the goods shall be adequately stored and maintained in a satisfactory condition; and

8.3.4 the goods shall be insured for an amount at least equal to their purchase price and any proceeds of the insurance policy shall be held on trust for us, and you shall account to us for the proceeds accordingly and shall make good any shortfall in the amount due to us.

8.4 Subject to condition 12, you may resell (but may not deal in any other way with) the goods to a third party and pass good title to that third party on the following terms:

8.4.1 the sale is in the ordinary course of your business;

8.4.2 you hold the proceeds of any resale on trust for us; and

8.4.5 you shall account to us for the proceeds accordingly and shall make good any shortfall in the amount due us.

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- 8.5 You shall lose your rights to possession and resale of the goods if:
- 8.5.1 you become subject to or suffer any of the events described in conditions 10.2.1 to 10.2.4 inclusive; or
- 8.5.2 these Terms terminate and you do not pay any outstanding amounts under these Terms within 30 days; or
- 8.5.3 you suffer any legal or equitable execution to be levied on your property, and, in any of the above such circumstances, we may at any time:
- (i) require you to deliver up all goods to which you do not have title; and
- (ii) if you fail to do so promptly, enter any of your premises or those of any third party where the relevant goods are stored in order to recover them.
- 8.6 You grant us, our agents, officers and employees an irrevocable licence at any time to enter any premises where the goods are or may be stored in order to ascertain whether any goods are stored there and to inspect, count and recover them.
- 8.7 You shall, at our request, register any necessary charge over money or goods and take such other steps as are necessary to give effect to this condition 8.
- 8.8 If we have supplied any merchandising stock to you, we shall retain ownership and you shall return this to us on termination of these Terms, including if any of the circumstances in condition 10 are triggered.
9. **Limitation of Liability**
- 9.1 Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979 (as amended or re-enacted from time to time); defective products under the Consumer Protection Act 1987 (as amended or re-enacted from time to time); or, any matter in respect of which it would be unlawful for us to exclude or restrict liability under these Terms.
- 9.2 Subject to condition 9.1, we shall under no circumstances whatsoever be liable to you for any loss of actual or anticipated profit, economic loss or damage, loss of revenue, interest, anticipated savings or business or damage to goodwill or any indirect or consequential loss arising under or in connection with these Terms and the sale of goods.
- 9.3 Our total liability, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, to you in respect of all other losses arising under or in connection with these Terms, shall in no circumstances exceed the amount required to make up any shortfall, replacement, or refund of the price of the goods you purchased.
10. **Termination**
- 10.1 If you become subject to any of the events listed in condition 10.2, we may terminate these Terms with immediate effect by giving written notice to you.
- 10.2 For the purposes of condition 10.1, the relevant events are:
- 10.2.1 you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of your undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency; or
- 10.2.2 you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or fail to observe/performance any of your obligations under these Terms, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 (as amended or re-enacted from time to time) or you cease to trade;
- 10.2.3 any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in condition 10.2.1 or condition 10.2.2;
- 10.2.4 you encumber or in any way charge any of the goods;
- 10.2.5 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;
- 10.2.6 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under these Terms has been placed in jeopardy; or
- 10.2.7 there is a material change in your management, ownership or control.
- 10.3 Without limiting our other rights, we may suspend supply of the goods under these Terms or any other contract between us if you become subject to any of the events listed in condition 10.2, or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due on the due date for payment.
- 10.4 On termination of these Terms for any reason, you shall immediately pay us all of our outstanding unpaid invoices together with any accrued interest in accordance with condition 5.5.
- 10.5 Termination of these Terms, howsoever arising, shall not affect any of our or your rights, remedies, obligations and liabilities that have accrued as at termination.
- 10.6 Conditions which expressly or by implication survive termination of these Terms shall continue in full force and effect.
11. **Data Protection**
- 11.1 For the purposes of this condition 11, data controller, personal data, process and processing shall bear the meanings given in the retail EU law version of the General Data Protection Regulation ((EU) 2016/679 ("UK GDPR")).

- 11.2 By sending us correspondence or by otherwise providing us with any personal data you consent to us processing that personal data for the purposes of processing your order and sending our current sales literature and price lists to you. Subject to UK GDPR, you consent to us disclosing your personal data to third parties and, where necessary, to the transfer of such data outside the EU for the purposes of such processing.
- 11.3 We will process your personal data in accordance with UK GDPR.

12. **Selective Distribution and Authorised Retailer Network**

12.1 We operate under a Selective Distribution and Authorised Retailer Network. The policy you must adhere to is determined by whether you are an: (i) Authorised Retailer; or (ii) Authorised Distributor/ Wholesaler; or an (iii) Authorised Reseller. The relevant policies are available on request.

12.2 Capitalised terms in this condition 12 are defined in the relevant policies.

12.3 *If you are an Authorised Retailer*, you must adhere to our Authorised Retailer Policy. This means that inter alia:

12.3.1 you must sell our goods only to Consumers;

12.3.2 you must maintain a physical ("bricks and mortar") retail store;

12.3.3 you must not sell, ship or promote our goods outside the UK without our prior written consent; and

12.3.4 if you sell online, you must sell our goods through a 'Permissible Public Website' in accordance with our Online Sales Guidelines and not on any third-party online marketplace.

12.4 *If you are an Authorised Distributor/ Wholesaler*, you must adhere to our Authorised Distributor & Wholesaler Policy. This means that inter alia:

12.4.1 you must sell our goods only to Authorised Resellers;

12.4.2 you must not sell, ship or promote our goods outside the UK without our prior written consent; and

12.4.3 you must not sell our goods on any publicly accessible website or other online platform without our prior written consent.

12.5 *If you are an Authorised Reseller*, you must adhere to our Authorised Reseller Policy. This means that inter alia:

12.5.1 you must only sell our goods to Consumers and not to any persons or entities who intend to re-sell the goods;

12.5.2 you must maintain a physical ("bricks and mortar") retail store;

12.5.3 you must not sell, ship or promote our goods outside the UK without our prior written consent; and

12.5.4 if you sell online, you must sell our goods through a 'Permissible Public Website' in accordance with our Online Sales Guidelines and not on any third-party online marketplace.

12.6 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach of this condition 12 by you.

13. **General**

13.1 Neither you nor we intend that any term of these Terms will be enforceable by any person who is not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

13.2 In the event that any provision (including any distinct sub-provision) of these Terms is held to be illegal, invalid, void or unenforceable, it shall be severed from the remaining provisions of these Terms which shall continue in full force and effect. If any provision or part-provision of these Terms is invalid, illegal or unenforceable, you and we shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.3 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights or obligations under these Terms. You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of your rights or obligations under these Terms without our prior written consent.

13.4 Neither you or we shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond the respective party's reasonable control including, but not limited to: acts of God, government edict, flood, drought, earthquake, civil unrest and industrial disputes in our manufacturing site(s). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 28 Business Days, we and you shall discuss in good faith an amicable solution.

13.5 These Terms shall be governed by and construed in accordance with the laws of England and Wales and you and we agree to submit to the exclusive jurisdiction of the English courts. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to these Terms. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply but where they conflict with these Terms, these Terms shall prevail.

Colart UK Limited is a company registered in England and Wales under company number 00016193 whose registered office is at The MediaWorks Building, 191 Wood Lane, London, W12 7FP. VAT Reg. No: 541 3941 55. We updated these Terms on 24 February 2025.

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