



ZENDELL LIMITED
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05.04.21
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Terms and Conditions

Unless otherwise stated in writing by a duly authorised person on behalf on the seller, the following Terms and Conditions apply in all future trade dealings with **Zendell Ltd. (t/a Turntable Training Wax)** so long as a Zendell Ltd. Purchase Order Form(s), or other mutually made agreement approved by Zendell Ltd., has been signed. In the event of a difference between these Conditions and those of the Buyer, these Conditions shall prevail unless otherwise agreed and signed by a duly authorised representative of Zendell Ltd., herein The Company.

SALES

1. Quotation and Orders

a. Quotations from The Company are valid for a maximum of thirty (30) days, but can be changed, with notice, due to unexpected occurrences. No binding contract shall be deemed to have been affected until an order arising out of the quotation has been agreed by The Company and The Buyer.

b. All orders given to The Company by The Buyer must be identifiable with an order number or such other information required by the Seller. Orders can be submitted by telephone, in-person with a designated Zendell Ltd. representative, or by email only.

2. Prices, Exchange Rate and Order Fluctuations

a. Prices quoted by The Company exclude VAT, carriage and release documentation (unless otherwise stated).

b. VAT, carriage and the cost of release documentation will be charged to the Buyer, where applicable. All chargeable information will be included on an invoice or proforma invoice from The Company.

c. Where a currency exchange rate clause is used, the invoice will be calculated by reference to the rate of exchange on the date of payment of the invoice. Where payment is not made within the stipulated time the Seller reserves the right to calculate the final invoice value at the rate obtained when payment was made to the Seller's supplier. Any interest payment to be met by the Buyer caused by late payment will be calculated in sterling and added to the final invoice.

d. The Company produces regular price lists to notify the Buyer of expected purchase

prices. However, in the event of price fluctuations, The Company reserves the right to vary product and service prices if the Seller suffers any increase in cost between receipt of the order and delivery either as a result of any act of default of the Buyer or from changes in exchange rates, transport costs or otherwise.

e. The Company may experience price increases from its suppliers and providers, which could result in price changes before the publication of a new price list. On such occasions, The Company will strive to inform Buyers as soon as possible.

3. Payments

a. Payment for goods shall be made upon receipt of an invoice, or otherwise in accordance with the terms stipulated upon the invoice.

b. The Buyer shall not be entitled to withhold payment as a result of any claim that it may have against The Company.

c. Interest shall be payable at the rate of 2% per month on sums outstanding after the stipulated date and, for the avoidance of doubt, time shall be of the essence in respect of payment conditions.

d. The Seller may at any time renew, alter or withdraw credit terms (if any) provided to the Buyer and instead require Cash On Delivery (COD) or Cash With Order (CWO) payments.

e. Should the Buyer default in paying any sum due under any order or agreement with The Company, as and when it becomes due, The Company shall have the right to suspend further deliveries until the default is made good, and/or shall have the right to cancel orders so far as any outstanding goods are concerned.

f. Discounts will not be given in the event of payment by credit card.

4. Delivery

a. Packing of all goods will be to The Company's normal specification in non-returnable packaging.

b. Where carriage is arranged by The Company it will be at the cost and expense of the Buyer, unless otherwise agreed.

c. Quoted delivery periods commence from The Company's acknowledgement of the Buyer's order. The Company shall take reasonable steps to deliver the goods within the same period. No liability shall arise by their failure to do so.

d. The right to deliver the goods in more than one consignment is hereby reserved. In the event of such delivery, consignments may be invoiced separately.

e. Where appropriate, the Buyer shall at his own expense ensure that the site for delivery or installation of the goods or equipment is ready to receive goods or equipment no later than five working days before the estimated date of delivery, and the Buyer shall ensure that all necessary installation facilities are provided.

f. The Buyer shall advise The Company in writing within three (3) working days of delivery of any shortage or damage of delivered items. It is the Buyer's responsibility to sign for all affected consignments as 'damaged' or 'short delivered'. Failure to do so will make any claims liable to be repudiated.

g. The Buyer shall advise The Company in writing within three (3) days of the order or invoice (whichever is the earlier) for non-delivery of a consignment. Failure to do so will make any claims liable to be repudiated.

5. Risk

a. From the time of the dispatch from The Company's premises, the goods shall be at the The Company's risk only when the carriage has been arranged by The Company. Where carriage has been arranged by the Buyer, the risk is transferred to the Buyer once the goods have been handed to the appointed carrier.

6. Acceptance

a. The Buyer shall inspect all delivered goods within three (3) days of delivery and shall within five (5) days of delivery notify The Company of any defects. If the Buyer fails to give such notice the goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be bound to pay for the same accordingly.

7. Title

a. Title in all of The Company's goods shall not pass to the Buyer until such time as payment in full has been received for all outstanding Henley Designs Ltd. invoices due with the Buyer.

8. Guarantee

a. If within X months of the date of delivery (where X is the Guarantee period for the relevant product/brand) the Buyer gives notice in writing to The Company of any defects to the goods which shall arise under proper use from faulty design (excluding use or design issues/modifications deliberately caused by the Buyer or End Customer), material or workmanship, then the Seller shall repair the goods, or if they cannot be repaired satisfactorily replace them free of charge so as to remedy the defect without cost to the Buyer.

b. The Buyer shall, as soon as practicable after the discovery of such defect or failure, return the delivered goods or parts thereof to The Company at the Buyer's expense. If returned goods are found not to be defective (or where the defect is attributable to the Buyer's actions, design or materials) they will be returned to the Buyer at the Buyer's expense, and may be subject to such proper charges as the Seller may deem necessary to make for work carried out testing or calibrating the goods. The Company reserves the right to hold the goods that need to be returned until full payment has been made.

c. Notwithstanding anything contained herein, The Company shall be under no liability to the Buyer in respect of loss or defects in goods supplied, except as specified in Section 5 of these Conditions, nor shall it be held responsible for any personal injury, death or loss of any kind attributed to defects in such goods. The Buyer must keep The Company indemnified against any such claims. These exclusions shall not apply to consumer sales and operate within the meaning of Unfair Contract Terms Act, 1977.

d. Neither the Guarantee nor, in respect of consumer sales, any implied warranties or conditions will apply if the goods have been modified or repaired other than by the Seller or have been operated, stored or maintained by anyone other than the original End Customer or an individual recommended by the Seller.

e. The Company's liability under any Guarantee shall be no greater than the liability of the

manufacturer of the goods.

f. Manufacturer Guarantees are only carried by The Company during the time they represent the relevant manufacturer, and shall not extend to before or after the time of their trading relationship.

g. The goods shall not be regarded as the subject of defects unless they are not constructed in accordance with the manufacturer's specification, and where there are no specifications the goods shall not be regarded as defective unless the design, performance or quality are of a lesser standard than is normal for goods of a like type sold at similar prices.

h. The full Henley Designs Ltd. service policy for trade returns is available on request. End Customer information for repairs and servicing is available from The Company's website.

9. Storage Charges

a. If delivery is delayed at the Buyer's request, The Company shall be entitled to charge for storage of the goods from the date of commencement of such delivery.

b. The Company reserves the right to submit any invoice generated for the original delivery date, and the credit terms (if any) shall run from such date and such date shall also be the commencement date for the Guarantee period.

10. Patent / Copyright

a. The Buyer warrants that any design or instructional information given by him shall not be such as to cause The Company to infringe any letters of patent, registered designs, trademarks, trade names or copyright laws or agreements. As part of this agreement, the Buyer shall keep the Seller fully and completely indemnified against each and every claim of such nature, howsoever arising.

b. The Sale of goods and the provision of technical data by The Company to the Buyer does not imply freedom from industrial property rights in respect of the goods or such data, all of which are expressly reserved to The Company.

11. Material Supplied by the Buyer

a. In the event that the Buyer supplies materials for the purposes of facilitating fulfilment of the contract, such materials shall be provided at the time requested by The Company and if defective the Buyer shall not be entitled to reject the goods and make deductions from the contract price nor seek damages against The Company. Further, the Buyer shall indemnify The Company from all liability for damages or otherwise arising from defects in such material supplied.

12. Cancellation

a. In the event of an order having been placed by The Buyer but thereafter being cancelled by The Buyer prior to delivery, The Company reserves the right to invoice the Buyer for any losses incurred, including (without prejudice to the generality of the foregoing) loss or profit, special order costs imposed by manufacturers, carriage charges and handling charges.

b. For the avoidance of doubt, cancellation is impossible after delivery.

13. Force Majeure

a. In the event of war, and act of a foreign enemy, civil commotion, government order, strikes, lock outs, break-down of plant or the failure of the manufacturer to deliver to The Company on time or for any other causes (whether of a like nature or not) beyond The Company's control The Company shall be relieved of liabilities incurred under this contract to the extent of which the fulfilment of the obligations is frustrated or impeded.

14. Bankruptcy / Liquidation / Termination

a. If the Buyer defaults or commits any breach of his obligations to The Company, due recompense shall be sought by The Company. The Buyer should do everything in their power to seek recompense for The Company when they are at fault. In the case of bankruptcy or similar financial difficulty, the Buyer shall attempt fully to ensure all relevant parties – including creditors, investors or other – are aware of an outstanding liability to The Company and this must be resolved as a matter of priority.

b. In all cases where the Buyer's business or operation is terminated, The Company reserves all legal rights to rectify all outstanding issues contained within this contract, including through the direct approach of legally responsible individuals.

15. Law Applicable

a. These conditions and the contract shall be subject to and construed in accordance with English Law.

SALES POLICY

The Company undertakes to ensure all the separate brands it distributes are treated as individual entities, albeit with a symbiotic inter-relationship that can cause a certain benefit in some cases. To this end, there are some fundamental policies The Company seeks to follow to ensure a clear and easy, quality-based buying process for End Customers.

1. When selling more specialised brands or products, The Company may seek to sell through retailers that are better tailored to meet the End Customers' needs and for optimal quality assurance through the distribution chain.
2. All brands within The Company's portfolio are offered on their own independent terms with different policies, to ensure End Customers have a clear, quality outlet to service their needs for a product/brand.
3. All new Trade accounts are assessed on their own individual merit to cover shortcomings in The Company's attempt to give End Customers quality access to each individual brand.
4. The Company does not operate a policy of forcing multiple brands onto a Dealer. Equally, no Dealer has unlimited access to The Company's portfolio of brands without meeting the requirements and needs for a quality representation of each individual brand. This policy is to the sole benefit of the End Customer base for each individual brand.
5. The Company seeks to remain compliant with The Competition Act (1998), all similar EU Laws, and their replacement rulings.

SERVICING/MAINTENANCE

1. As a rule, The Company does not offer any form of servicing or maintenance for brands that have been procured by The Buyer from The Company. All warranty and servicing rules are guided by the brand specific, not The Company.

2. Any branded products modified by The Company under request from The Buyer and have been agreed upon are available for Servicing and Maintenance once the brand warranty period has expired. Service and maintenance is chargeable for standard hourly engineer rates and bill of materials.

GENERAL

The latest version of these Terms & Conditions replaces and supersedes any prior documents agreed between both parties. Changes and new versions will be communicated openly to the Buyer when practicable.

The Health and Safety at Work Etc Act 1974.

We hereby give you notice that we have available information of product literature concerning the conditions necessary to ensure that the goods supplied by The Company will be safe and without risk to health when properly used.

Unless you request such information or literature immediately on receipt of this document it will be assumed that you are already in possession of such information and literature and do not require any information or advise in connection with the safe use of the goods at work.