



PAINT & PAPER LIBRARY

TERMS & CONDITIONS OF SALE OF PAINT OR PAPER LIBRARY
(HEREINAFTER CALLED "PAINT LIBRARY")

All orders are accepted subject to our Standard Conditions of Sale reproduced below which apply to and govern all contracts, quotations, sales, supplies and deliveries of goods, materials, services and other products (hereinafter called Products) by Paint Library or its representatives to any individual Firm, Company or any other person (hereinafter called "the Buyer") and of all or any other conditions, warranties or terms otherwise implied or expressed.

The giving of an order by the Buyer to Paint Library for any product shall constitute an unqualified acceptance by the buyer that if Paint Library accepts the order, sale, supply or solely these Conditions of Sale will govern delivery of such products by Paint Library. No variation of these Conditions of Sale and no oral stipulations or representations shall be binding on Paint Library, unless expressly agreed in writing and signed by a Director of Paint Library on its behalf.

1. PRICES

Except as otherwise expressly stated and contracted, Paint Library reserves the right to vary prices and payment dates at anytime. Stated prices are exclusive of all Value Added Taxes and Duties. Prices quoted in foreign currency may be adjusted at any time in relation to variations in the appropriate exchange rate. The price does not include the cost of freight, carriage, packing or insurance, which unless otherwise expressly agreed to in writing will be additionally charged to the Buyer.

2. DELIVERY

- 2.1 All orders must be confirmed in writing with our sales team and before 11.15-AM for a Next Working Day service, to allow adequate time for processing. No exceptions will be made for urgent orders received beyond the 11.15 deadline. Standard Deliveries may take from 3 to 5 working days.
- 2.2 Paint Library shall make all reasonable efforts to meet "a delivery date". Time shall not be of essence and so long as any circumstances what so ever may prevent hinder or delay any delivery. Paint Library does not promise or guarantee deliveries times so long as our deliveries are made by a third party carrier or courier.
- 2.3 Paint Library shall not be bound to keep the same and shall not be liable in any manner whatsoever for failure or delay whilst so prevented hindered or delayed. The buyer shall be at all times responsible for any additional costs incurred whatsoever as a result of deliveries being delayed.
- 2.4 Paint Library reserves the right to deliver by instalments. The buyer shall inspect all Goods on delivery and unless the buyer takes the following actions the Buyer will be deemed to have accepted the delivery in full contractual satisfaction of the order:
 - 2.4.1 Buyer shall endorse Carrier's note appropriately.
 - 2.4.2 Buyer shall advise Paint Library immediately by telephone and confirm such a call in writing to Paint Library.
 - 2.4.3 Buyer shall send full particulars of claim to Paint Library in writing within 10 days after delivery.
- 2.5 In case of non-delivery of a consignment, the Buyer shall advise Paint Library within 10 days after date of invoice.
- 2.6 The Buyer shall be bound to pay for all goods, notwithstanding any alleged non-delivery or shortfall of goods, if the foregoing conditions have not been complied with.

3. FORCE MAJEURE

If during the currency of any contract agreement or order entered into between Paint Library and the Buyer, Paint Library is delayed or hindered in or prevented from performing any or all of its obligations hereunder by war, road blocks, rail blocks, strikes, whether official or unofficial, lock out, picketing or blocking (secondary or otherwise) or any action which could reasonably be described as in the furtherance of or in any way related to an industrial dispute or grievance, riots, civil commotion's, epidemic, fire, explosions, accident, flood, plant breakdown, or any other cause (whether or not of the same nature as the foregoing) beyond the reasonable control of Paint Library, then Paint Library shall not in consequence thereof be under any liability in contract in relation to the contract agreement or order and Paint Library may if it deems so desirable upon giving notice to the Buyer partially or wholly suspend deliveries of any goods or preferment's of any works during the continuance of such causes and the Delivery Date or Dates shall be correspondingly extended.

4. TITLE & PROPERTY

- 4.1 The Risk in the Goods shall pass to the Buyer as from the time when the Goods are either:
 - 4.1.1 Where the Buyer or his nominee or representative (which the latter term shall include a carrier nominated by the Buyer) collect the Goods from ex- Company showroom or ex-Company works, delivery shall be effected by delivery of the Goods to the Buyer or his nominee or representative ex-Customers works; or
 - 4.1.2 Delivery to the Buyer's premises.
- 4.2 Defective Goods: If, during the course of the application of the Goods it appears that the material may be defective, no more should be applied until the manufacturer or supplier has investigated the matter. To continue to apply material which may be defective can involve additional costs for which compensation could not justifiably be claimed from the manufacturer or supplier even if the material proves to be defective.
- 4.3 Inspection Requirements: The essential function of inspection is to ensure compliance with the specification. It is not a substitute for proper supervision of the work by the contractor or buyer or a means of compensating for an inadequate or incorrect specification. The responsibility for inspection for the suitability and correct specification of goods delivered by Paint Library shall be with the buyer. Ad hoc inspection of work in progress cannot be regarded as an effective method of ensuring compliance with the correct specification.
- 4.4 Metamerism: The sample and the colour match made to it should be viewed in several forms of light, natural and artificial, since many pairs of colours which match in one illuminate appear to be quite different in another.
- 4.5 Accurate Matching: Colour is the most difficult aspect of decorating to get right because there are no absolutes: it has a much to do with light conditions as with pigments, and neither are constant. The colour of paint will vary according to the surface on which it is laid, the way it applied, the light in which it is seen and how it ages. Paint Library recommends that for accurate matching of colour, specimen and sample should preferably be of the same finish and texture. Larger specimens than those normally given in colour charts should be used for matching prior to specification and use. Colours alter in drying therefore comparisons of colour in paint should not be made until sample and match are both dry.
- 4.6 Patch Painting: Where there are marked differences in the condition of paintwork on different parts of a building, Paint Library advises against patch painting, i.e. repainting only those parts where significant deterioration or deviation has occurred. Patch painting is only considered applicable to situations where protection is the major force and appearance is not an important factor.
- 4.7 Title & Property in the Goods shall not pass to the Buyer until whichever of the following events first occurs and until such time the Goods shall remain the sole and absolute property of Paint Library.
 - 4.7.1 The Buyer shall have paid to Paint Library the full amount of the agreed price together with the full price of any other goods the subject of any other agreement with Paint Library entered into before or after the agreement in question.
 - 4.7.2 The Buyer in the ordinary course of its business selling the Goods in which case Title to the Goods shall be deemed to have passed to the Customer immediately prior to delivery of the Goods to the Buyer's Customer; and
 - 4.7.3 Paint Library waiving its rights under this clause in respect of specific Goods shall forthwith vest in the Customer Until property in the Goods passes the Buyer shall hold the Goods as Baillée for Paint Library notwithstanding that property in the Goods has not yet passed to the Buyer, the Buyer may nevertheless in the ordinary course of its business sell the Goods.
- 4.8 Until the property in the Goods shall have passed to the Buyer, any of the goods remaining in the possession of the Buyer shall be as far as possible kept separate and distinct form all other property of the Buyer or any persons and stored in such a way as to be clearly identified as belonging to Paint Library.
- 4.9 Paint Library may at all times revoke the power of sale contained in Condition 4.4 above by notice to the Buyer if the Buyer is in default for longer than seven days in the payment of any sum whatsoever due to (whether in respect of Goods or any Goods supplied at anytime by it to the Buyer or for any other reason whatsoever) or Paint Library has a bona fide doubt as to the solvency of the Buyer.
- 4.10 The Buyer's power of sale as contained in Condition 4.4 above shall automatically cease if the Buyer (being a Company) enters into liquidation whether compulsorily or voluntarily or has a receiver appointed over all or any part of its assets; or if the Buyer enters into any arrangement with creditors or takes or suffers any similar action in consequence of debts.
- 4.11 The Buyer's power of Sale contained in Condition 4.4 above shall automatically cease on the happening of any event or default which would cause Paint Library reasonably to consider that its Title to the Goods may adversely affect and the Buyer shall notify Paint Library forthwith of the happening of any such event or default.

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5. WARRANTY

Paint Library hereby warrants its Title to the Goods but save as to this warranty as to Title no other warranty condition or any other terms as to the characteristics of the Goods, their quality fitness for any purpose is given or accepted and any warranty condition or other such term whether implied by statute at common law or otherwise is hereby excluded from this contract notwithstanding that the purpose for which the goods are to be used is made known to Paint Library.

Without prejudice to the above:

- 5.1 Paint Library reserves the right to refuse to accept at its own discretion any repeat orders for specialised goods made specifically to the buyer's requirements.
- 5.2 Paint Library does not warrant that instalments of or batches of repeat orders of any product shall comply with the specification or colour match of any other instalment batch or order. In the event that there shall be any said variation of specification or colour match the liability of Paint Library shall be limited to the invoice price of the instalment batch or order concerned. It is the Buyer's absolute obligation to specify clearly the product being ordered and the specification required. Paint Library accepts no liability for the failure of the Buyer to order the correct product or specification. Wherever appropriate Paint Library will endeavour to assist Buyers with technical advice and specifications but the Buyer shall at all times be responsible for ordering the correct product or specification and deciding upon fitness for purpose of the product.

6. MISCELLANEOUS

Paint Library shall have the right in its absolute discretion and without assigning any reason therefore and notwithstanding any contract the Buyer may have made with a third party to terminate without notice any agreement to make supplies to any person or to refuse or limit the amount of credit to be given to any person and to withhold supplies to any person.

7. PATENTS & TRADEMARKS & HEALTH & SAFETY

No Representation, Warranty or Indemnity is given by Paint Library that the Goods do not infringe any Letter, Patent, Trade Mark, Registered Designs or other industrial rights. In compliance with the Health & Safety at Work Act 1974, Paint Library's Product Labels give (as required by the statutory Regulations for the labelling of Paint, Ink and other ancillary products) information of known hazards associated with the product and sales literature states their properties. All Products may be hazardous in certain conditions if handled and applied without due care. Paint Library's resources are available on request to provide any information Buyers may require in order to meet their obligations under the Safety at Work Act 1974. The Buyer shall after delivery of the Goods be solely responsible for complying with any statutory or other requirement with regard to the storage, use or handling of the Goods. The Buyer shall indemnify Paint Library against any claim by any Third Party caused by products delivered by Paint Library proving not to be fit and suitable for such Third Party's purposes for any reason.

8. LIABILITY FOR ACCIDENTS & DAMAGES

Paint Library and its servants or agents (on whose behalf Paint Library hereby contracts) shall not be liable to the Buyer for loss injury damage or claim consequential or direct or natural of any kind whatsoever arising out of or in connection with the use of Goods supplied by Paint Library save and except where such loss, injury, damage or claim be occasioned by the negligence of Paint Library or of any employees of Paint Library.

9. GOVERNING LAW

This Agreement will be governed by and construed in accordance with English Law. The Buyer irrevocably submits in respect of all matters and disputes arising out of this Agreement to the exclusive jurisdiction of the English Courts.

10. ASSIGNMENT

This Contract is personal to the Buyer and may only be assigned with the written consent of Paint Library.

11. PAYMENT & DISCOUNT

Prices quoted are strictly on successful completion of an account application form. Trading terms are either proforma or subject to status: 30 days from date of invoice. Unless otherwise stated in a written quotation payment in respect of each consignment shall be made not later than the thirtieth day following that in which Paint Library delivers such consignment. Paint Library shall be entitled to charge interest at 7.5% above the rate as is the base rate charged by such Bank calculating the rates charged by such Bank to its customers on any moneys owed to Paint Library and unpaid by a customer for so long as such moneys are unpaid. Payment methods include: Cheque, VISA, MasterCard, Delta, Switch or Debit Card and BACS. Bank details are: Coutts & Co., 440 Strand, London, WC2R 0QS. Sort Code: 18-00-02 A/c No: 16511291

12. CONFIRMATION OF ORDERS

In order to avoid orders being duplicated, all orders that are confirmation of orders previously placed shall clearly indicate the fact. Unless clear indication is given that any order verbal or written is confirmation of an earlier whether verbal or written by the Buyer shall accept delivery of the Goods and pay for the same in full. Where the Buyer orders standard or non-standard products that are specifically tinted, manufactured or produced to their unique requirements, the Buyer shall accept the supply or a quantity whether more or less within 10% of the stipulated amounts in such circumstances the invoice value of the Goods shall be subject to a corresponding adjustment.

13. CANCELLATION OF GOODS

Orders for Products may not be cancelled or suspended without Paint Library's prior written consent. Any cancellation or suspension of an order with Paint Library does not agree to shall be on the condition that the Buyer shall indemnify Paint Library against any loss incurred wholly or in part by the cancellation or suspension

14. RETURN OF GOODS

No Goods are supplied on a sale or return basis. There should be no liability on Paint Library to accept returned Goods. Any Goods returned by a Buyer or anybody acting on their behalf will remain the risk of the Buyer and Paint Library for the avoidance of doubt confirms that no liability of any description is accepted in respect of returned Goods.

15. EXPORT

Without prejudice to these Conditions of Sale, products for export shall be at the Buyer's Risk from the time of collection, by the Freight Carrier from the Company's Works. All prices quoted are ex-works and will be exclusive of all Taxes, Duties, Insurance, Packing and Freight, unless otherwise expressly quoted in writing and any other costs incurred by Paint Library but not included in the price of the products.

- 15.1 The uniform Law on International Sales shall not apply to this contract. The terms of payment shall be as specified in writing by Paint Library.
- 15.2 Where the prices quoted are in any currency other than Sterling, these prices are based on the relevant exchange rate of the currency concerned ruling on the date of quotation and Paint Library reserves the right to vary the prices if there shall be any change incurred in the rate at the time of despatch.

16. TRADE DESCRIPTIONS ACT

Every care has been taken to ensure that the description and specification are correct at the time of going to press. Catalogue prices normally remain in effect for several years after publication date, but are subject to change.

17. ENVIRONMENTAL CONCERNS

Paint Library is committed to providing coatings formulated to be environmentally sound. All Paint Library products are completely free of lead and mercury and comply with stringent regulations for environmental protection and consumer safety. Paint Library products are produced according to the most scientifically advanced high solids / low V.O.C's. Technical Data Sheets or Product Health & Safety Sheets are available on request.