

CONDITIONS OF SALE

1. IN THESE CONDITIONS:

- i. "The Goods" means the products, material and/or services to be supplied by Kozee Sleep (Midlands) Limited in the Contract.
- ii. "The Buyer" means any company, firm or individual with whom the contract is made by Kozee Sleep (Midlands) Limited for the sale of Goods.
- iii. "Customer Warranty" means our product warranty intended for consumers from time to time, copies of which are available upon request.
- iv. "The Contract" means these Conditions of Sale, the Buyer's order for the Goods and the Kozee Sleep (Midlands) Limited acknowledgement thereof (if any), and if there shall be any inconsistency between the documents comprising the Contract, they shall have precedence in the order herein listed.

2. APPLICABILITY OF CONDITIONS

- i. Kozee Sleep (Midlands) Limited accepts orders for the supply of Goods subject only to these conditions.
- ii. The Buyer accepts that these conditions shall be deemed to be incorporated in all contracts between Kozee Sleep (Midlands) Limited and the Buyer, to the exclusion of any other terms including, without limitation, conditions and warranties (written or oral, express or implied) even if contained in any of the Buyer's documents which purport to provide that the Buyer's terms shall prevail. No variation or qualification of these conditions or of any quotation or order arising therefrom shall be valid unless agreed in writing by the Kozee Sleep (Midlands) Limited Company Secretary.

3. QUOTATIONS, SPECIFICATION, PRICE AND V.A.T.

- i. Quotations do not constitute an offer by Kozee Sleep (Midlands) Limited and no order shall result in a binding contract until Kozee Sleep (Midlands) Limited have accepted it. Prices contained in a quotation are subject to revision if the Buyer omits to give instructions in sufficient detail, or otherwise varies the quantities, delivery schedules or destinations.
- ii. Kozee Sleep (Midlands) Limited reserves the right to change the cover and/or product specifications without prior notice to the Buyer.
- iii. Kozee Sleep (Midlands) Limited reserves the right to invoice the Goods at the price ruling at the date of delivery.
- iv. All prices quoted by Kozee Sleep (Midlands) Limited are exclusive of V.A.T unless stated otherwise.

4. PASSING OF TITLE

- i. Whilst the risk in the Goods supplied to the Buyer under the contract shall pass on delivery, title in the Goods shall remain with Kozee Sleep (Midlands) Limited until such a time as Kozee Sleep (Midlands) Limited has received payment in full in respect of all sums owing from the Buyer (including interest and charges thereon) whether under the Contract or otherwise.
- ii. Until such time as title has passed to the Buyer pursuant to clause 4(i) above, the Buyer shall insure the Goods and keep the Goods safe and secure and shall otherwise take all reasonable steps to maintain the value of the Goods and shall store the same so that they are readily identifiable as the Goods of Kozee Sleep (Midlands) Limited.
- iii. Notwithstanding the terms of payments specified herein or elsewhere payment for all the Goods supplied to the Buyer at any time shall become due immediately if the Buyer has been declared bankrupt or enters into an arrangement with his creditors or being a company goes into voluntary or compulsory liquidation or enters into an arrangement with its creditors or has an Administrator or Administrative Receiver or Receiver and Manager appointed over all or part of its assets or if otherwise declared insolvent or ceases from trading, and the Buyer shall immediately notify Kozee Sleep (Midlands) Limited thereof and in such circumstances:
 - a. The Buyer shall not attempt to sell any of the Goods supplied to any other party;
 - b. The Buyer shall not part with possession of any of the Goods which have been delivered by Kozee Sleep (Midlands) Limited to the Buyer; and
 - c. Kozee Sleep (Midlands) Limited shall have the right without prejudice to any other remedies to withhold delivery of any of the undelivered Goods and to stop Goods in transit
- iv. If payment for any of the Goods supplied by Kozee Sleep (Midlands) Limited is overdue whether in whole or in part and any Goods have been delivered to the Buyer, Kozee Sleep (Midlands) Limited may without prejudice to any of its other rights enter upon any premises in the ownership, possession or control of the Buyer at any time to recover and/or re-sell the Goods or such of them as Kozee Sleep (Midlands) Limited in its discretion may designate as necessary to recover the amount of payment overdue together with the reasonable costs incurred by Kozee Sleep (Midlands) Limited in giving effect to its right hereunder and for these purposes the Buyer hereby irrevocably authorises Kozee Sleep (Midlands) Limited or its employees or agents to enter the premises in which the Goods are situated and allow Kozee Sleep (Midlands) Limited to repossess the Goods as aforesaid.
- v. The Buyer may not re-sell or otherwise alienate the Goods on its own account. However, the Buyer may sell the Goods to customers in the ordinary course of the Buyer's business on the following conditions:

- a. Such re-sale or other dealings shall give rise to no obligations whatsoever whether contractual or otherwise on Kozee Sleep (Midlands) Limited
 - b. The Buyer shall incorporate into any dealings with a sub-buyer a term to the effect that legal ownership of the Goods subject to that sub-sale shall not pass onto the sub-buyer until payment has been received in full by the Buyer.
- vi. Each clause and each sub-sale in section 4 of these Conditions of Sale shall be construed and take effect as a separate clause and if for any reason whatsoever any such clause is rendered invalid and unenforceable according to its terms the other clauses shall remain in full force and effect.

5 DELIVERY

- i. Unless otherwise agreed by Kozee Sleep (Midlands) Limited and the Buyer in writing, Kozee Sleep (Midlands) Limited shall deliver the Goods to the Buyer at the Buyer's principal premises.
- ii. The risk in the Goods shall, notwithstanding Clause 4 above, pass to the Buyer on delivery and the Buyer shall keep the Goods insured in the full replacement value thereof against all-insurable risks.
- iii. All dates given for delivery of the Goods are given in good faith but such dates are to be treated as estimates only, not involving Kozee Sleep (Midlands) Limited in any liability to the Buyer in respect of loss suffered as a result of failure to despatch, deliver or complete on the date given and no delay shall entitle the Buyer to cancel the order or refuse to accept delivery at any time.
- iv. Kozee Sleep (Midlands) Limited reserves the right to deliver the Goods by instalments
- v. If delivery of the Goods is made by instalments, Kozee Sleep (Midlands) Limited, reserves the right to suspend deliveries of further instalment, until the purchase price of all the Goods delivered, or to be delivered under such contracts, has been received in full by Kozee Sleep (Midlands) Limited in cleared funds and without deduction.

6 PAYMENT

- i. Unless otherwise agreed by Kozee Sleep (Midlands) Limited in writing, all amounts are due by the 20th of the month following the month of invoice.
- ii. Unless otherwise agreed by Kozee Sleep (Midlands) Limited in writing, all trading terms are strictly nett.

7 DAMAGE, SHORTAGE OR LOSS

- i. Claims for non-delivery must be notified to Kozee Sleep (Midlands) Limited within 24 hours of delivery.
- ii. If the Buyer shall fail to give notice in accordance with clause 7(i) above, the Goods shall be deemed to be, in all respects, in accordance with the Contract and the Buyer shall be deemed to have accepted the Goods.

8 CUSTOMER WARRANTY

- i. Kozee Sleep (Midlands) Limited will make good by repair or replacement, at our option, any of the Goods which under proper use in accordance with our Customer Warranty, are found by Kozee Sleep (Midlands) Limited to be defective in material or workmanship within such period as may be specified in such Customer Warranty PROVIDED ALWAYS THAT the Goods have not been the subject of negligent use, wilful misuse, tampering, wrong application, improper handlings, of unsanitary conditions and FURTHER PROVIDED THAT all other terms of the Customer Warranty have been complied with. Kozee Sleep (Midlands) Limited will not be liable for defects attributable to fair wear and tear.
- ii. Kozee Sleep (Midlands) Limited liability under Customer Warranty shall be in lieu of any warranty or condition implied by the law as to quality or fitness for any particular purpose of the Goods and all liability in respect of the Goods shall cease at the expiry of the appropriate warranty period set out in the Customer Warranty.

9 EXCLUSION OF LIABILITY

- i. Kozee Sleep (Midlands) Limited shall not be liable for any expenditure loss (including without limitation economic indirect and consequential loss) damage or injury (other than personal injury arising out of negligence for which Kozee Sleep (Midlands) Limited must accept liability in accordance with the Unfair Contract Terms Act 1977) arising out of any use or dealing with the Goods howsoever arising and whether from a defect in the Goods or otherwise.
- ii. The Buyer shall indemnify Kozee Sleep (Midlands) Limited against all and any claims, actions or demands whatsoever and however arising, made by any third party (including your employees) whether direct or indirect.

10 CANCELLATION

- i. Cancellation by the Buyer must be made in writing pursuant to the terms of Clause 13 below and must be received 48 hours before your given date of delivery.
- ii. Cancellation of bespoke/special size items will not be accepted by Kozee Sleep (Midlands) Limited.

11 CREDIT FACILITIES

- i. Kozee Sleep (Midlands) Limited reserves the right to refuse or withdraw credit facilities at any time.

12 BUYERS LEGAL STATUS

- i. In the event that there is a change in the Buyers legal status the Kozee Sleep (Midlands) Limited is to be notified immediately. In the absence of such notification, the new legal entity will be deemed to be bound by the Terms and Conditions of the set out in this document.

13 NOTICES

All notices referred to in these Terms and Conditions should be sent either by ordinary first class post to Company Secretary, Kozee Sleep (Midlands) Limited, 154 Wharfdale Road, Tyseley, Birmingham, B11 2DG.

14 PROPER LAW

The Contract shall in all respects be governed by and construed in accordance with English Law and the Buyer and Kozee Sleep (Midlands) Limited agree to submit to the non-exclusive jurisdiction of the English Courts.

I understand that it is a condition of supplies being made to us by Kozee Sleep (Midlands) Limited, that all orders placed by us shall be governed by your standard conditions of sale, reproduced above, to the complete exclusion of any other conditions.

SIGNED _____ DATE _____

NAME (Block Capitals) _____

POSITION IN COMPANY _____

COMPANY NAME _____

TRADING NAME (if different from above) _____

ADDRESS _____

_____ POST CODE _____