

# Terms & Conditions for Sale of Goods

## I. Definitions

In this document the following words shall have the following meanings:

- A. "Buyer" means the organisation or person who buys Goods
- B. "Goods" means the articles to be supplied to the Buyer by the Seller;
- C. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- D. "Seller" means The List Hub

## II. General

- A. These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
- B. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

## III. Price and Payment

- A. The price shall be the Recommended Retail Price offered through the website less agreed discount, unless otherwise agreed in writing between the parties. The price is exclusive of [www.thelisthub.com](http://www.thelisthub.com).
- B. Credit terms may be offered subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller.
- C. Where credit is offered payment of the price and any other applicable costs shall be due within 30 days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered payment will be required before release of goods by the Seller.
- D. The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the

date of payment at a rate of 2 per cent per annum above the base rate of the National Westminster Bank

- E. If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
1. require payment in advance of delivery in relation to any Goods not previously delivered;
  2. refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

#### IV. **Description**

- A. Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

#### V. **Secure payment**

- A. Company currently offers one way to pay for your order, PayPal. These payment options use advanced SSL encryption to keep your transaction secure and do not cost you anything to use (Company is charged as the seller, you are not charged as the buyer) so you will not pay any extra for your order. You do not need to hold an account with these Merchants to use these methods of payments. Please refer to PayPal for full terms and conditions of use.

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#### VII. **Delivery**

- A. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on, or as close as possible to the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- B. If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such times as delivery

may be effected and the Buyer shall be liable for any expense associated with such storage.

- C. Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller within 14 days of signed receipt to enable replacement or refund.

## VIII. **RISK**

Risk in the Goods shall pass to the Buyer upon receipt of the goods. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

## IX. **TITLE**

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

## X. **RETURN OF UNUSED GOODS**

- A. Company allows you 7 days to return a product that you are not satisfied with. Your right of return starts from the moment your order is delivered. You can return the product to us within this time frame, at your own expense, with your invoice and a completed and signed returns coupon.

We request that you send us the merchandise by registered post and that you purchase insurance with your carrier for the value of the merchandise. This is necessary should they lose or damage the goods. Shipping fees remain the customer's responsibility. The present right of return only applies to products that are returned in their original, complete condition. Any product that has been damaged, is not in its original packaging, or has packaging that has been worn beyond simply opening the product, will not be refunded. The deadlines mentioned above are effective from the date of receipt of the order.

## XI. **For reimbursements:**

- A. If the product is returned within 7 days of its delivery, the User will be reimbursed via the same payment method as was used initially.

## XII. **Privacy and protection of personal data:**

A. The details you give us are essential for the processing and delivery of your orders, for billing and for the establishment of warranty contracts, therefore failure to provide these details will result in the cancellation of your order. By registering on the Site, you agree to provide us with sincere and true information as it concerns you. Communicating false information is contrary to the present general Terms and Conditions.

You can at any time make a request to Company to find out what personal information we hold concerning you. You may at any time, and by request, modify this information

XIII. **LIMITATION OF LIABILITY**

- A. The Seller shall not be liable for any all loss or damage suffered by the Buyer in excess of the contract price.
- B. Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

XIV. **INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

XV. **FORCE MAJEURE**

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

XVI. **RELATIONSHIP OF PARTIES**

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

XVII. **ASSIGNMENT AND SUB-CONTRACTING**

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

XVIII. **WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the

right at any time subsequently to enforce all Terms and Conditions of this Agreement.

XIX. **SEVERABILITY**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

XX. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of California.