

# CONTRACT FOR THE SALE OF GOODS



This contract for the sale of goods is between Best Sunbeds LTD and (*Buyer/legal representative of the business*) \_\_\_\_\_ organized under the laws of United Kingdom; on (*date/place*) \_\_\_\_\_. For the following products (*invoice number*) \_\_\_\_\_.

## Glossary of terms:

**'Exhibit A'** – invoice supplied by Best Sunbeds Ltd.

**'Exhibit B'** – delivery note and checklist provided by Best Sunbeds Ltd.

**'Exhibit C'** – warranty document supplied by Best Sunbeds Ltd.

## The parties agree as follows:

- 1. Sale of Goods.** The Seller shall sell to the Buyer and the Buyer shall purchase from the Seller the goods set forth on Exhibit A (the "Goods") in the quantities and at the prices stated in Exhibit A. Unless otherwise stated *in Exhibit A*, the Buyer shall pay all taxes and third-party expenses imposed on, in connection with, or measured by the transaction contemplated by this agreement in addition to the prices set forth on *Exhibit A*.
- 2. Invoices; Payment.** Unless otherwise stated in *Exhibit A*, payment for the Goods is due within 3 days of the date of the Seller's invoice. Any late re-payments will also be charged at Late Payment of Commercial Debts (Interest) Act 1998 at the rate of 8.5%; and added to the invoice total. Failure to make the repayments on time will result in the Seller seeking other legal remedies in order to obtain the outstanding debt.
- 3. Delivery; Title; and Risk of Loss.** Unless otherwise stated in *Exhibit A*, the Seller shall deliver the Goods to the Seller's facility based at (*address of the buyer*) \_\_\_\_\_. The title to and risk of loss of the Goods will pass to the Buyer upon such delivery by the Seller. Any stated delivery dates are approximate. The Seller will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.

4. **Inspection of the goods upon delivery.** Upon delivery of the goods, the Buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Goods; and that no such statements or representations have been made. The Buyer acknowledges that it has relied solely on the investigations, examinations, and inspections as the Buyer has chosen to make and that the Seller has afforded the Buyer the opportunity for full and complete investigations, examinations, and inspections by signing the delivery note, labelled as *Exhibit B*.
  
5. **Disclaimer of Warranty; Due Diligence.** The goods are subjected to 12 month warranty, (unless otherwise stated). The first 6 months of the warranty are applicable to the whole equipment itself; while the latter 6 is for parts only. During the warranty period, the Buyer is responsible to cover the call out charge at £0.45 pence per mile. The seller is responsible to supply the labour and parts where applicable.
  5. a) **The warranty does not cover the following:**
    - Physical damages;
    - Damages caused by misuse or abuse of the device, carelessness and usage of the product for other purpose than it's intended use, described in user's manual;
    - Damages resulting from fire, flood, theft, natural disasters, war of social unrest, corrosion, incorrect operating voltage, damage resulting from normal wear and tear and other external factors;
    - Unauthorised modifications, carried out by anyone than the authorised service approved and authorised by Best Sunbeds LTD;
    - Products with warranty cards or serial numbers that were tampered with, removed or made illegible;
    - UV lamps, high pressure lamps, lamp starters, acrylic components, sound systems (radio, speakers, MP3, Bluetooth, CD), aqua spray and aroma systems.

Any further information on the warranty can be found in *Exhibit C* – the warranty document supplied to the Buyer by the Seller.

1. **Limitation of Liability.** The Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits); arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller's liability exceed the price the Buyer paid to the Seller for the specific Goods provided by the Seller giving rise to the claim or cause of action.
  
2. **Limitation of Actions.** No action arising out of or relating to this agreement or the transactions it contemplates may be commenced against the Seller more than 12 months after the basis for such claim could reasonably have been discovered.
  
3. **Security Interest.** The Buyer hereby grants to the Seller a security interest in the Goods sold to the Buyer under this agreement and any proceeds therefrom (including accounts receivable), until payment in full for the Goods has been received by the Seller. The

Buyer shall sign and deliver to the Seller any document to perfect this security interest that the Seller reasonably requests.

4. **Governing Law and Designation of Forum.** The laws of the United Kingdom (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

**9.a)** A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the United Kingdom. Each party to this agreement consents to the exclusive jurisdiction of the courts of the United Kingdom, and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.

5. **Force Majeure.** The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.
6. **Assignment; Delegation.** The Buyer may not assign any of its rights under this agreement or delegate any performance under this agreement, except with the prior written consent of the Seller. Any purported assignment of rights or delegation of performance in violation of this section is void.
7. **Recovery of Expenses.** In any adversarial proceedings between the parties arising out of this agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.
8. **Sunbed Code of Practice.** The Buyer must make themselves aware with the Sunbed Code of Practice guidelines.
9. **Entire Agreement.** This contract combined with Exhibit A, B and C constitutes the entire agreement between the parties, with the respect to the subject matter of this agreement and superseded all other agreements, whether written or oral between the parties.

Signature and date (The Seller) \_\_\_\_\_

Signature and date (The Buyer) \_\_\_\_\_