## Terms of sale

- 1. Formation of contract of sale these terms of sale shall be deemed incorporated in all orders placed by customer of the Gold Bug. Whose Registered address Langard Gifford Hall Limited, Lifford Hall, Lifford Lane Kings Norton Birmingham B30 3JN. Unless the Gold Bug agrees.
- 2. Modification and Cancelation The terms of this contract may not be modified nor the contract cancelled without prior written consent of The Gold Bug limited. In the event of cancelation such written consent will in all cases be subject to the customer making a part payment of the invoice value (excluding vat), in the event of cancelation no later than one month prior to the agreed delivery date 25% of the invoice value will be charged the customer. Cancelation at any time less than one week shall result in the customer remaining liable for the full invoice value notice of cancelation must be in writing addressed to The Gold Bug. Lanyard Lifford Hall Limited, Lifford Lane, Kings Norton, Birmingham, B30 3JN. and shall be deemed to be received on actual receipt.

Gold Bug reserve the right to recover any further additional cost which The Gold Bug may have incurred in respect of that order which it would not have otherwise completed.

- 3. Price and Payment Payment shall be made strictly in 7 Days from the date of invoice unless our order instructs otherwise. We reserve the right to charge interest on all over due invoices at the rate of 10% per month.
- 4. Risk and the retention of title Risk of loss and responsibility for the goods to pass to the customer on receipt of the goods. However the goods shall remain the absolute property of The Gold Bug Limited until payment in full of all amounts invoiced or due to The Gold Bug Limited. In respect there of or until the goods are re- sold by the customer, whichever shall first occur. If the customer shall enter into liquidation or having a winding up order made against it or have a receiver appointed over its assets income or any part thereof, before the property in the goods has past in accordance with this condition The Gold Bug should be entitled immediatly after giving notice of its intention to repossess to enter upon the premises of the customer with such transport as maybe necessary and to repossess to which it title here under. No liquidator or receiver of the customer shall have authority to sell the goods to which the Gold Bug has title without the prior written consent of the Gold Bug.
- 5. Method of Shipment When no shipping instructions are given The Gold Bug will deliver the goods at the most practical method. In the light of the cost and required date of delivery.
- 6. Transit Damage The customer shall inspect and test the goods upon receipt and will have been deemed to have accepted the goods in their present condition unless the good are returned within 14 days of dispatch of The Gold Bug Limited.
- 7. Force Majeure All contracts are subject to Gold Bug right to cancel the same in whole or part or to delay deliveries at its option in the event of war, civil insurrection or riot, government regulations, shortage of materials, strike force majeure or any other causes whats so ever beyond its control which interfere with performance of the contract and shall not be held responsible for any inability to deliver or for delay in delivery caused by any such contingencies.
- 8. Delivery Delivery times quoted date from The Gold Bug acceptance of the order and are estimated figures only. The gold Bug will make reasonable effort to comply therewith, but shall not be responsible for failure to do so, nor shall customer have any right to cancel the contract on account thereof.
- 9. Liability If any goods supplied by The Gold Bug shall prove defective as a result of defective materials or workmanship there shall be no liability attached to The Gold Bug other than of the repair or replacement of defective items subject to the provisions of paragraph 7 and 8 hereof. In

no event shall The Gold Bug be liable in damages nor for any consequential loss howsoever arising.

- 10. Data Although all data, dimensions and tables supplied of been carefully complied and checked The Gold Bug is not responsible for any errors or omissions.
- 11. If the goods are supplied and the invoice has been paid within 7 days of the date of the invoice The Gold Bug will be entitled to charge ad extra amount representing the increase in the gold since the date of invoice.
- 12. Any return of goods supplied over 14 days will be credited at the gold price ruling on the day of receipt, or the invoice price which ever is the lower by The Gold Bug.
- 13. All agreements between The Gold Bug and the company shall be construed and governed by the laws of England, and within the exclusive jurisdiction of the English Courts.