



Terms and Conditions

These Terms and conditions are listed for purchasing products/services from Primaryworld. Please note that these trading terms have been designed specifically to ensure that our relationship works as smoothly as possible, and so that Primaryworld can deliver the best possible services to you as a customer.

Under these terms and conditions:

Basis of the Contract: The customer shall purchase Primaryworld's products/services in accordance with any written quotation by Primaryworld. Primaryworld's employees or agents are not authorised to make any representations concerning the products unless confirmed by Primaryworld in writing. In entering into this contract, Customer acknowledges that it does not rely on any such representations which are not confirmed in writing.

Products and Pricing: The Customer will purchase products/services from Primaryworld. All prices are exclusive of VAT, transport, packaging and insurance charges, which the customer shall be additionally liable to pay Primaryworld (Primaryworld may from time to time update or change its product offering or price list. Discount structures will be reviewed biannually and any changes will be notified in writing to the customer.

Orders and Payment Terms: No order submitted by the customer shall be deemed accepted by Primaryworld unless and until it is received in writing in English from the Customer. Primaryworld will supply the products based on a confirmed written order from the customer. Primaryworld will not reserve stock prior to an order being submitted by the customer. Credit may be given to the customer subject to Primaryworld's discretion and satisfactory credit checks. Payment for all products will then be due in full in Pounds Sterling without any other deduction within 30 days of the date of Primaryworld's invoice. The time of payment of the price shall be of the essence of the Contract.

If the customer fails to make any payment on the due date, then without prejudice to any other right or remedy available to Primaryworld, Primaryworld shall be entitled to:

Cancel the contract or suspend any further deliveries to the customer;
Appropriate any payment made by customer to such of the products (or products supplied under any other contract between Primaryworld and the customer) as Primaryworld may think fit; and
Charge the customer interest on the amount unpaid at a rate of 2% per annum above the Bank's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).



Delivery: Primaryworld will supply the products based on a confirmed written order from the customer to the delivery address specified by the customer. Any dates quoted for delivery of the Products are approximate only and Primaryworld shall not be liable for any delay however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by Primaryworld in writing. Where the Products are delivered in instalments, each delivery shall constitute a separate contract and failure by Primaryworld to deliver any one or more of the instalments in accordance with these conditions or any claim by Distributor in respect of any one or more instalments shall not entitle Distributor to treat the Contract as a whole as repudiated.

Delivery Terms: Distributor will be liable for all delivery charges to obtain the Products from Primaryworld. These delivery charges will be based standard delivery traffics if they exceed £25.00 the customer will be notified when placing the order. (These may from time to time be updated by Primaryworld. Any amendments will be notified to Customer in writing at least 30 days in advance.

Risk and Property: Risk of damage to or loss of the Products shall pass to the customer on delivery or, if the customer fails to take delivery of the Products, the time when Primaryworld or Primaryworld's agent has tried to deliver the Products.

Title to the Products shall be retained by Primaryworld until all sums due in respect of them from the customer to Primaryworld have been received by Primaryworld and cleared. Until title passes to the customer, the customer shall keep the Products separate from those of the customer and third parties and properly stored, protected, insured and identified as Primaryworld's property.

Until ownership in the Products passes to the customer, Primaryworld may require the customer to deliver the Products to Primaryworld and, if the customer fails to do so immediately, Primaryworld or Primaryworld's agents may enter any premises where the Products are reasonably thought to be stored and repossess the Products.

Warranties and Returns: Primaryworld warrants that the Products will correspond with their specifications at the time of delivery and will be free from defects in materials and workmanship for a period of 30 days from the date of delivery. In the case of defective goods or goods that are incorrectly shipped, The customer will have the right to return all mis-shipped or defective product to Primaryworld in exchange for full credit or non-faulty Product within 30 days of receipt of the Products from Primaryworld. Primaryworld will issue all credits for faulty or mis-shipped goods within 30 days of receipt of those goods back from customer. The customer will not be permitted to return any goods that are not defective or correctly shipped by Primaryworld after 30 days of receipt of the products from Primaryworld.

In order to return goods, the customer must send a written request supplying the product name and quantity of goods wished to return as well as the reason for returning these goods. Provided that this is accepted by Primaryworld, then Primaryworld will issue a Returns Authorisation Number which the customer must attach to all paperwork accompanying the



returns. Return goods should be sent to Primaryworld at the following address quoting the Returns Authorisation Number:

Primaryworld
350 Loughborough Road
Leicester
LE4 5PJ

It is advisable to obtain proof of delivery of these goods. The cost of freight to return damaged or mis-shipped stock will be the responsibility of Primaryworld. For any returned goods that are either not in pristine condition or not accompanied by a Returns Authorisation Number, Primaryworld will not accept them and will invoice the customer for the full amount.

Product Support: The customer shall use its best endeavours to promote and market the Products by such methods as in the customer's judgement are best suited for the sale of the Products. Primaryworld will use its best endeavours to provide the customer with product information, screen shots, logos and whatever other materials are available to assist the customer in its marketing and promotion of these products.



These terms and conditions are governed by the laws of England and will be in force until subsequent terms and conditions are supplied by Primaryworld

I would appreciate it if you could acknowledge your acceptance of these terms and conditions by signing and dating the bottom of this letter and returning it to the address below. In any other case a on receipt of an official purchase order it will be assumed that the terms and conditions have been accepted.