

RETURNS AND CANCELLATIONS

Extract of Sikla's Terms and Conditions Clause 9

9.1 Goods supplied pursuant to the Contract cannot be returned without the company's prior written authorisation.

The Buyer must submit a written request to return the Goods, stating the item number(s) and quantity, and identifying the relevant Purchase Order and Delivery Note. Upon receipt of such request, the Company reserves the right to arrange for a Business Development Manager (BDM) to conduct a site visit to inspect the Goods, and to determine whether an alternative solution can be agreed in lieu of a return.

Only where no alternative solution is agreed, and following the Company's written authorisation and issue of a Credit Advice, may the Buyer arrange the return of the Goods. The Buyer must inform the Company of the expected delivery date of the returned Goods.

- Goods to be returned:
 - (a) might require inspection by a Sikla BDM at the Buyer's site;
 - (b) shall be sent to the Company's premises at the Buyer's expense, and with the expected delivery date communicated to Sikla;
 - c) shall be subject to a minimum handling charge of £30 or 20% of the value of the Goods, whichever is greater;
 - (d) must be part of the Company's official product range at the time of return;
 - (e) must be in a resalable condition;
 - (f) shall be subject to a handling charge of 30% of the value of the Goods if the Goods are not a stock item; and
 - (g) must be returned within ninety (90) days of the date of purchase.

9.2 Once an Order Acknowledgement has been issued, the Buyer may not, without the Company's written consent, cancel an order for Goods which have been made to the Specification of the Buyer. (Bespoke goods result in a change of the Goods' off-the-shelf state once the order has been inputted onto the Company's ordering system.) The Company will invoice the Buyer for any work in progress (manufacturing labour, admin time, special transport, etc.) which has been prepared for this order if the Company consents to the cancellation. The same applies to returned bespoke goods.

9.2.1 If the item purchased is not a stock item, the Buyer has 24 hours to cancel the order without incurring any further charges. If the item is cancelled after that time, we reserve the right to charge the buyer a 30% restocking charge.

9.3 Once an Order Acknowledgement has been issued, the Buyer is permitted to cancel an order for Goods which have not been made to the Specification of the Buyer and are in their off-the-shelf state. The buyer should inform the Company of the cancellation in writing by email before the goods have been shipped or by 2:30pm the same day.

9.4 In the event that an order for Goods is cancelled in accordance with Clause 9.3 the Company reserves the right to invoice the Buyer for 5% of the value of the Goods cancelled.