

## 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 should send a written request stating which goods to return (item number and quantity) and identifying the correspondent Purchase Order and Delivery Note. Once received the Company's written authorisation and a Credit Advice, the Buyer should arrange the return delivery and inform the Company about the expected delivery date.

The Company will issue a Credit Note only after confirming that the goods are in a resalable condition.

Duly authorised returns:

- (a) shall be sent to the Company's premises at the Buyer's expense;
- (b) shall be subject to a handling charge of £10 or 10% of the value of the Goods, whichever amount is the greater;
- (c) must be in the official product range at the time of the return; and
- (d) must be in a resalable condition.

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.

9.3 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 by informing the Company of the cancellation in writing by email within the following time scales:

- (a) if the weight for the Goods being cancelled, as stated on the Order Acknowledgment, is 100kg or less then within thirty (30) minutes; or
- (b) if the weight for the Goods being cancelled, as stated on the Order Acknowledgment, is more than 100kg but 500kg or less then within sixty (60) minutes; or
- (c) if the weight for the Goods being cancelled, as stated on the Order Acknowledgment, is more than 500kg but 1000kg or less then within two (2) hours; or
- (d) if the weight for the Goods being cancelled, as stated on the Order Acknowledgment, is more than 1000kg but 3000kg or less then within twenty-four (24) hours; or
- (e) if the weight for the Goods being cancelled, as stated on the Order Acknowledgment, is more than 3000kg then within forty-eight (48) hours.

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.