

USAN SALMON FISHERIES LTD

MAIN CONDITIONS OF CONTRACT FOR THE SALE OF GOODS

These Conditions may only be varied with the written agreement of the Seller. No terms or conditions put forward at any time by the Purchaser shall form any part of the Contract unless specifically agreed in writing, by the Seller.

1. DEFINITIONS etc.

- 1.1 In these Conditions of Contract:-
- 1.1.1 'Contract' means the agreement between the Seller and the Purchaser constituted by the Seller's acceptance of the Purchaser's offer to purchase the Goods;
- 1.1.2 'Contract Price' means the price payable by the Purchaser in respect of the purchase of the Goods, as such price may be stated in the Contract or otherwise agreed between the parties; together with any Value Added Tax or any other charges, duties or taxes which may be levied or due in respect of the Goods or their supply or the Contract Price;
- 1.1.3 'Goods' means any goods of whatsoever nature supplied by the Seller to the Purchase pursuant to or in connection with the Contract;
- 1.1.4 'Purchaser' means the individual, firm, company or other organisation or body contracting to purchase any goods from the Seller; and
- 1.1.5 'Seller' means Usan Salmon Fisheries Ltd also trading as www.usansalmon.com.

2. THE CONTRACT

- 2.1 The Contract shall not be varied in any manner whatsoever except with the written agreement of the Seller. Without prejudice to the generality of the foregoing, the failure of the Seller to insist upon strict performance of any term of the Contract, or the failure of the Seller to exercise any right or remedy to which it is entitled in terms of or in respect of any term of the Contract, shall not be taken as agreement on the part of the seller to any variation of any term part of the Contract.
- 2.2 No representation, statement or warranty given by any agent, employee or representative of the Seller, whether made in writing or orally and whether made before or after the parties entered into the Contract, will modify, vary or supersede any term of the Contract (except insofar as they modify, vary or supersede same in writing in accordance with the provisions of Clause 2.1). The Contract constitutes the whole agreement between the Seller and the Purchaser, and in entering into the Contract, the Purchaser shall be deemed not to have relied on, and waives any claim in respect of any breach of; or misrepresentation (whether negligent or otherwise) contained in, any such representation, statement or warranty.

3. THE GOODS

- 3.1 Where the goods have not been bought online, the Purchaser acknowledges that he has had an opportunity to examine the Goods prior to entering into the Contract. Accordingly, whether the Purchaser has taken that opportunity or not, the Purchaser shall be deemed to purchase the Goods subject to all defects and imperfections affecting same and with notice of all such defects and imperfections. The Purchaser shall not be entitled to reject (either in whole or in part) the Goods because of any defects or imperfections in the Goods, or to claim any compensation or damages of whatsoever nature in respect of any such defects or imperfections.
- 3.1.1 Where goods have been purchased online via the website, customers may only reject the goods after

first contacting the seller for approval within 2 hours of their delivery. Rejection will only be allowed where the goods have arrived in an inedible condition.

- 3.2 All conditions, terms and warranties implied by, or expressly stated to apply to contracts of a type like the Contract by, statute or common law which may lawfully be excluded from the Contract are hereby so excluded.
- 3.3 Any representation, statement or warranty concerning the Goods or their condition or quality made by any agent, employee or representative of the Seller, whether in writing or orally and whether before or after the Contract was entered into, shall be deemed to have been made for guidance only, and no warranty or guarantee in respect of the accuracy of any such representation, statement or warranty is given or is to be implied. Any such representation, statement or warranty may not be accurate and the Purchaser shall be deemed not to have relied on, and waives any claim in respect of any breach of, or misrepresentation (whether negligent or otherwise) contained in, any such condition, representation, statement or warranty.
- 3.4 The Purchaser shall be deemed not to have relied upon, and shall not in the future rely upon, the skill and judgement of the Seller or any of the Seller's agents, employees or representatives to any extent in selecting the Goods or in determining their quality or condition or suitability for any purpose.
- 3.5 Any description of the Goods given by the Seller, whether orally or in writing and whether before or after the Contract is entered into, is given by way of identification only, and shall not result in the sale of the Goods in such a manner as to constitute a sale by description, nor shall any such description be deemed to import any statement or representation concerning the Goods or their quality or condition.
- 3.6 The Seller shall have no liability to the Purchaser for any loss or damage howsoever caused (including loss or damage caused by the negligence of the Purchaser, its agents, employees or representatives) arising out of or in connection with the purchase, possession, use or resale by the Purchaser of the Goods provided that nothing in this Clause shall exclude the liability of the Seller for death or personal injury resulting directly from the negligence of the Seller, its agents, employees or representatives.

4. PRICE AND PAYMENT

The Seller shall provide to the Purchaser a priced invoice (or confirmed order via the website) in respect of the Contract Price as soon as reasonably practical after the Contract has been entered into. The Purchaser shall pay the amount shown on the invoice as being payable by it to the Seller within 14 days of the date of the invoice for purchases not made online. Payment for online purchases must be made in full immediately via the payment mechanism on the website of the seller. The time within which the Purchaser is to pay for the Goods shall be of the essence of the Contract.

5. DELIVERY

Unless an alternative method of delivery (e.g. by courier following an online purchase via the website) is agreed between the Seller and the Purchaser in writing, the Purchaser shall collect the Goods from the offices, store or other premises of the Seller notified to him by the Seller, the time and date of such collection to be agreed between the parties provided always that:-

- 5.1 the Purchaser shall not be entitled to collect the Goods until payment in full of the Contract price has been made to the Seller, and
- 5.2 unless otherwise agreed, the Purchaser shall collect the Goods within 10 days of the date on which the Purchaser makes payment of the Contract price to the Seller.

6. RISK AND PROPERTY

- 6.1 Risk in the Goods shall pass from the Seller to the Purchaser at the time of collection of the Goods by or on behalf of the Purchaser from the Seller (or following collection by a courier designated by the Seller), or on delivery of the Goods by the Seller to the Purchaser or a third party on behalf of the Purchaser, whichever shall be applicable and which, in both cases, shall be immediately prior to the

loading of the Goods onto or into the means of transport being used to transport the Goods from the premises of the Seller to those of the Purchaser or the third party accepting delivery on behalf of the Purchaser. In the event that the Purchaser (or any third party acting on behalf of the Purchaser) does not collect the Goods or accept delivery of them at the time agreed between the parties, or within the period referred to in Clause 5.2, then risk in the Goods shall pass to the Purchaser at such agreed time or on the expiry of the period referred to in Clause 5.2, whichever shall be the earlier, notwithstanding that delivery of the Goods has not taken place or that the Goods have not been collected.

- 6.2 The property in the Goods shall not pass from the Seller to the Purchaser until the Seller has received payment in full of the Contract Price.
- 6.3 The Purchaser shall not sell or otherwise transfer or purport to sell or otherwise transfer the property (or any other interest) in, or grant any security over or otherwise enter into any transaction or dealing of whatsoever nature concerning the Goods to or with any third party until property in the Goods has passed to the Purchaser in accordance with the provisions of this Clause.

7. TERMINATION

The Seller may, without prejudice to any other right or remedy which he may have, terminate the Contract with immediate effect by written notice to the Purchaser in the event that:-

- 7.1 any payment due by the Purchaser to the Seller is not made by the due date;
- 7.2 the Purchaser commits (knowingly or otherwise) any other breach of these Conditions of Contract; or
- 7.3 if the Purchaser is a limited company, an administrator, administrative receiver, manager, or receiver is appointed to it, or over all or any part of the property which may from time-to-time be comprised in the property and undertaking of it, or it passes a resolution that it be wound up, or a Court makes an order that it be wound up; or
- 7.4 if the Purchaser is an individual, a petition is presented for the sequestration of the estate of the Purchaser, or he is apparently insolvent or makes any arrangement with or for the benefit of creditors, or makes any conveyance or assignation or composition for the benefit of creditors or if a trustee is appointed to manage his affairs; or
- 7.5 if the Purchaser is a partnership or firm or a number of persons acting in whatever capacity, any of the events referred to in Clause 7.3 or 7.4 occur in respect of the partnership or firm or any such person, or a petition is presented that the Purchaser be wound up as an unlimited company.

8. INDEMNITY

Without prejudice to any other right or remedy which the Seller may have, the Purchaser shall indemnify the Seller against all actions, claims, costs, demands, expenses and losses which may be made against or incurred by the Seller as a result of or in connection with any damage to property or any injury to any person (whether fatal or otherwise) which arises from any defect in the Goods or their possession, use or resale by the Purchaser or any other party or any negligent or wrongful act or omission of the Purchaser.

9. RACIAL DISCRIMINATION

The Purchaser shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or any statutory modifications or re-enactment thereof relating to discrimination in employment. The Purchaser shall take all reasonable steps to secure the observance of these provisions by all servants, employees or agents of the Purchaser and all sub-contractors employed in the execution of the Contract.

10. ARBITRATION

All disputes, differences or questions between the Purchaser and the Seller with respect to any matter or thing arising out of or relating to the Contract or the Goods shall be referred for decision to a single

arbitrator to be mutually agreed and chosen by the Purchaser and the Seller for that purpose, or, if they are unable to agree as to the appointment of an arbitrator, chosen by the President of the Law Society of Scotland for the time being on the application of either party.

11. NOTICES

Any notice or other document given under or pursuant to the Contract may be delivered personally or sent by post or registered post or recorded delivery post or transmitted by telex, teletext, facsimile or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so delivered or sent or transmitted to the address of the party concerned as shown in the documents making up the Contract, or to such other address as that party may be written notice to the other have substituted therefor, shall be deemed to be given and received on the first business day immediately following the day on which it was so delivered or sent or transmitted.

12. HEADINGS

The headings to Conditions shall not affect their interpretation.

13. LAW AND JURISDICTION

13.1 These Conditions of Contract, and the Contract, shall be governed by and interpreted in accordance with the Law of Scotland.

13.2 The Purchaser and the Seller each submit to the non-exclusive jurisdiction of the Scottish courts insofar as not already subject thereto.

Supplementary Terms and Conditions – Online Sales

DISCLAIMERS

CONTENT – Usan Salmon Fisheries Ltd hereinafter referred to as ('the seller') is providing this site on an "as is" basis and makes no representations or warranties of any kind with respect to this site or its contents and disclaims all such representations and warranties. In addition, The seller makes no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this site. The information contained in this site may contain technical inaccuracies or typographical errors. All liability of The seller however arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law. This disclaimer does not affect the consumers statutory rights in any way.

NO DAMAGE ARISING FROM USE - Neither The seller nor any of its partners, employees or agents will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages (unless reasonably supposed to be as a direct result of inadequate consideration of or incorrect communication regarding product specifications or usage), loss of data, income or profit, loss of or damage to property and third party claims, save that nothing shall exclude or restrict liability for death or personal injury resulting from the negligence of the seller, its partners, employees or agents.

ALTERATIONS - The seller reserves the right at any time to revise its prices or the details given on this site without notice. All orders for products are subject to availability and The seller reserves the right to refuse to supply to any individual or company for whatever reason. Orders will not be considered as accepted until written confirmation has been received in writing

CREDIT CARD - The seller uses PayPal, which implements Secure Sockets Layer technology to protect your credit card information and assist your shopping experience. However, any losses incurred or sustained by customers who transmit information by means of email or other Internet links shall be borne solely and exclusively by that customer and in no event shall any such losses in whole or in part be borne by The seller. When using a public computer, you must sign out when you have finished shopping. If you discover that goods have been ordered using your credit card by someone not authorised to do so, The seller will refund to you the money it receives provided that: (a) you inform your credit card company and The seller of the unauthorised purchase as soon as you discover it; and (b) you co-operate with your credit card company, The seller and, if necessary, the police in relation to the unauthorised use.

COPYRIGHT - All design, text, graphics and the selection or arrangement thereof are the copyright of The seller. Permission is granted to electronically copy and print in hard copy portions of this site for the sole purpose of placing an order with The seller or using this site as a shopping resource. Any other use of materials on this site (including reproduction for purposes other than those noted above and alteration, modification, distribution, or republication) without the prior written permission of the seller is strictly prohibited.

TRADE MARKS - The seller is the owner of Usan Salmon Fisheries trademark. All other trademarks, product names and company names or logos cited herein are the property of the seller or their respective owners. No permission is given by the seller in respect of the use of any such trademarks, product names, company names, logos or titles and such use may constitute an infringement of the holder's rights.

PRODUCT AVAILABILITY - While we endeavour to hold sufficient stock to meet all orders, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we may, at our discretion, supply or deliver a substituted product, delay delivery until the product is in stock, or refund you the price paid for such goods as soon as possible and in any case within 30 days. If such substitution, delay or refund is necessary, your agreement to the same will be requested by e-mail or telephone as soon as practicable.

CANCELLATION AND RETURNS - You may cancel your order by giving us notice of cancellation 30 days prior to the date of collection or delivery. Such notice may be given by mailing, faxing or emailing to the number or address set out on the order form. Where rejection of the goods happens at or after the time of delivery, due to defective products you must contact us to seek an authorised return in which case the seller will meet the cost of this. If you do not contact the seller to seek our approval in advance, the seller will not be liable for any expense incurred. If appropriate, a full refund will be made within 30 days of authorised product return. If you have notified us of a problem with the goods, the seller will (at your option) either make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question. The seller will not be liable to you for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the goods (unless reasonably supposed to be as a direct result of inadequate consideration of or incorrect communication regarding product specifications or usage) and the seller shall have no liability to pay any money to you by way of compensation other than any refund the seller make under these conditions. This does not affect your statutory rights as a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

FORCE MAJEURE - We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

PRIVACY POLICY - The seller trading as usansalmon.com is committed to ensuring that your privacy is protected. This Policy explains how the seller uses the information collected about you, how you can instruct us if you prefer to limit the use of that information and procedures that the seller has in place to safeguard your privacy.

The information the seller collects and how the seller uses it - When you place an order, or use any online form on our web site we need to know your name and other information such as your postal address, e-mail address, telephone number. Your credit card number and expiry date or bank account details etc. are only collected on the PayPal Secure Server and are only held for the minimum time needed to complete individual transactions. By submitting this information you consent to use of the information in accordance with this Privacy Policy as amended from time to time.

The seller gathers this information to allow us to process your request. The relevant information is then used by us, our agents and sub-contractors to provide you with the service you have requested and to communicate with you on any matter relating to the provision of the service in general.

The seller may also use aggregate information and statistics for the purposes of monitoring web site usage in

order to help us develop the web site and our service and may provide such aggregate information to third parties. These statistics will not include information that can be used to identify any individual.

The seller and our associated companies may also wish to provide you with information about special features of our web site or any special service or products which the seller considers may be of interest to you. If you would rather not receive this information, please send an e-mail entitled "NO MAIL" to david@usansalmon.com.

The seller may also want to provide you with related information from third parties, which the seller think, may be of interest to you. If you would rather not receive this information, please send e-mail entitled "NO RELATED INFORMATION" to david@usansalmon.com.

If, at any time, you wish to have your information removed from our active databases, please send an e-mail entitled "REMOVE FROM DATABASE" to david@usansalmon.com The seller will take steps to ensure that the information is deleted as soon as reasonably practicable. If you have any complaints relating to our privacy policy, please send an e-mail entitled "COMPLAINTS" to david@usansalmon.com Our use of Cookies and other information gathering technologies - Cookies are small text files on your computer. A cookie contains identifying information. The cookie is used to make the link between you and the information you have provided to the web site. This allows your shopping basket to be kept separate from other users and enables us to automatically complete some of the forms when you subsequently use them.

You will not be able to create a shopping basket if your browser is set to disallow the creation of cookies. The creation of a cookie on your computer does not give the web site any access to other information such as your e-mail address.

How the seller protects your information - The seller endeavour to protect the information you provide and there are security procedures that have been put in place, as set out in this policy.

Firewalls are used to block unauthorised traffic to the servers and the actual servers are located in a secure location, which can only be accessed by authorised personnel.

Sale of Business - In the event that this business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers' advisers and will be passed on to the new owners of the business so that they can continue to provide the service that the seller currently provide. The seller will require the purchaser to follow the practices disclosed in this Privacy Policy or to give you at least three months notice of any proposed changes.

Updating Your Details - If any of the information that you have provided to The seller changes, for example if you change your e-mail address, name or payment details or if you wish to cancel your registration, please let us know the correct details by sending an e-mail entitled "CHANGE OF DETAILS" to david@usansalmon.com

Privacy Policy Amendments - If the seller changes its Privacy Policy the seller will post the changes on this page and the seller may also place notices on other pages of the web site so that you can at any time check our current policy. If we make any changes that may significantly affect the way the seller deal with your information, the seller will also e-mail you to notify you of the proposed changes so that you may have your details removed from our records if you do not agree with the changes.

How to Contact the seller - The seller welcomes your views about its website and Privacy Policy. If you would like to contact us with any queries or comments please send an e-mail to david@usansalmon.com or telephone +44 (0) 1674 676989.

Conflicting Terms and Conditions - In the event that there is any conflict between the Main Conditions for the Sale of Goods and the Supplementary Terms and Conditions – Online Sales, the Main Conditions for the Sale of Goods will prevail.