

Conditions of Business

Your continued use of the Ulric of England website www.ulricofengland.com confirms you agree to the following Conditions of Business.

These Terms & Conditions may be amended from time-to-time without prior notice.

1. DEFINITIONS OF TERMS

“Address”: the postal address confirmed in writing by the buyer for the delivery of the goods; **“Agent”**: refers to Ulric of England when selling Goods on consignment;

“Agreement”: the Agreement for the sale of the Goods set out on the Invoice;

“Artefacts” [or] **“Goods”**, **“Lots”** [or] **“Properties”**: any item(s) including books offered for sale, sold to - or appraised by Ulric of England

“Buyer”: the person(s) named on the Invoice purchasing Goods[s] or services from Ulric of England

“Delivery”: when the Goods or Work is received by the Buyer or the Buyer’s agent/representative.

“Delivery Address”: the address selected by the Buyer for the delivery of the Goods.

“Delivery Point”: “ when an authorised courier/agent of the CUSTOMER gives written acknowledgement that the Ordered Goods have been removed from the transporting vehicle and deposited at the CUSTOMER’s delivery address as specified in the Order/invoice

“Fit-for-purpose” Goods are offered for sale and purchased as historic artefacts only and as such are unlikely to be fit-for the purpose for which they may have originally intended. By way of example where Goods claim inherent properties such as ‘Waterproof’ and/or offer protection or precision by mechanical or other means, these properties are not guaranteed and the artefact is purchased on the understanding the artefact is an historic item only.

“Genuine” [or] **“authentic”** [or] **“original”**:

“Investment” We are not regulated by the Financial Services Authority therefore any reference to investment made by us is for guidance only.

“Invoice”: the sales invoice

“Invoice Address”: the address which the Buyer has requested on the Invoice and used in all postal correspondence between Us and the Buyer;

“Local Taxes”: local import taxes and duties, and local sales and use taxes, including VAT where applicable;

“Ordered Goods”: Goods or Services ordered by You as set out in the relevant Invoice.

“Price”: the Invoice price of the Goods;

“Terms”: the terms and conditions of sale in this document which include any special terms agreed in writing between Buyer and Seller or Agent/buyer Agent/seller;

“Third Party Payer” shall have the meaning set out at clause 2.4;

“Services” Services offered by Us including the provision of information relating to best practice for conservation collection management and insurance valuations are guidance only.

“VAT”: United Kingdom Value Added Tax at current rate where applicable.

“Warranty” [or] “Guarantee” We do not provide any Warranties and/or Guarantees.

2. BASIS OF PURCHASE

2.1 The Terms shall govern the Agreement to the exclusion of any other terms and representations communicated to the Buyer prior to entering into this Agreement and to the Buyer’s own conditions (if any) and constitute the entire agreement and understanding of the parties in relation to the sale of the Goods.

2.2 Where the Buyer has chosen the Goods to be shipped to the Buyers’ nominated ‘Delivery Address,’ Delivery will be made following receipt by Us of the agreed Price in cleared funds. Unless otherwise confirmed in writing the Buyer is responsible for all delivery and in transit insurance costs associated with the Goods.

2.3 We reserve the right to ask the Buyer to present documents to confirm proof of Buyer identity, likewise;

2.4 where payment for Goods is made by someone other than Buyer (“Third Party Payer”) We may require documents to confirm the identity of the Third Party Payer and the relationship between Buyer and Third Party Payer.

3. RISK TITLE & INSURANCE

3.1 Where the Buyer chooses delivery of the Goods c.f. collection from our registered office, we shall arrange for the delivery using the Courier – and to the Delivery Address chosen/confirmed by the Buyer. Dates quoted for dispatch and Delivery are approximate and we shall not be liable for delay and/or Loss.

3.1.1 time of Delivery shall not be of the essence. The Buyer is responsible for providing Us with necessary information and documentation to enable timely Delivery.

3.2 Notwithstanding Delivery and passing of risk, title in the Goods shall not pass to the Buyer until Ulric of England: (i) receives in cleared funds the Price and any other amount owed by the Buyer in connection with the sale of the Goods; and (ii) is satisfied as to the identity of the Buyer and any Third Party Payer and its relationship to the Buyer.

3.3 If the Buyer fails to accept delivery of the Goods at the Delivery Address within the anticipated delivery time or thereabouts, or fails to provide a correct address for the delivery of the Goods (i) We may charge the Buyer for the reasonable costs of storage, insurance and re-delivery; (ii) risk in the Goods shall immediately pass to Buyer; and (iii) We are irrevocably authorised by the Buyer to deposit the Goods at the Address, or arrange for the Goods to be returned to our registered office address for if

Delivery has not occurred within two weeks from the date the Goods were dispatched.

3.4 We are not responsible for any change in the condition of the Goods, howsoever occasioned, after risk in the Goods has passed to the Buyer.

3.5 Unless agreed in writing between the parties, the Buyer is responsible for the risk of Goods in transit including damage and/or lost Goods.

3.6 in transit insurance may be purchased/offered by Us [by a separate Agreement] for selected orders.

4. PAYMENT & PRICING

4.1 Lots listed for sale are ex-shipping and ex in-transit insurance. The Price paid by the Buyer to Us shall be as stated on the Invoice. Payment shall be deemed 'received' when Ulric of England is in receipt of cleared funds.

4.1.1 Orders may be collected from our registered office by arrangement, and/or dispatched by courier following the receipt of cleared-funds.

4.1.2 The buyer is responsible for paying any fees which may be incurred through payments made by bank transfer, Credit/Debit card or other methods of payment.

4.2 .1 Where We act as The Agent, sale proceeds will be paid to the Seller by bank transfer to the beneficiary nominated in the Consignment Agreement around 30 days from the Buyer collecting and/or receiving the Goods by courier.

We reserve the right to request copies of current identity documents from buyers paying for goods by any method including credit- and debit card.

4.4 Until full title to the Goods has passed, the Buyer shall not sell, export, dispose, or part with possession of the Goods.

4.4.1 Until full title to the Goods has passed, the Buyer shall hold the Goods unencumbered as Seller's fiduciary agent and bailee and shall:

4.5 (i) keep the Goods at the Buyer's premises separate from the property of Buyer and third parties and identified as Seller's property and properly stored with adequate security measures; (ii) keep the Goods comprehensively insured for not less than the Price, have the Seller's interest noted on the policy and provide a copy of such notification to the Seller; and (iii) preserve the Work in an unaltered state, in particular not undertake any work whatsoever and shall take all reasonable steps to prevent any damage to or deterioration of the Work.

4.6 Until such time as full title to the Work has passed, if the Buyer is in breach of clauses 4.3 or

4.4; or (i) the Buyer (if it is more than one person, jointly and/or severally) shall enter into, and/or itself apply for, and/or call meetings of members and/ or partners and/or creditors with a view to, one or more of a moratorium, interim order, administration, liquidation (of any kind, including provisional), bankruptcy (including appointment of an interim receiver), or composition and/or arrangement (whether under deed or otherwise) with creditors, and/or have any of its property subjected to one or more of appointment of a receiver (of any kind), enforcement of security, distress, or execution of a judgment (to include similar events under the laws of other countries); or (ii) the Seller reasonably apprehends any of the events mentioned above is about to occur in relation to Buyer and notifies the Buyer accordingly; or (iii) the Buyer does anything which may in any way adversely affect the Seller's title in the Work, then the Seller or its agent may immediately repossess the Work and/or void the sale with or without notice and the Buyer will return the Work to the Seller's nominated address (at the Buyer's sole risk and cost), or, at the Seller's option.

5. CONSIGNMENT

5.1 Notwithstanding anything in this Agreement to the contrary, Ulric of England [or the Seller where Ulric of England acts as the Agent] We shall

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not be liable to the Buyer for any loss of profits, loss of revenue, goodwill or for any indirect or consequential loss arising out of or in connection with this Agreement, whenever the same may arise, and We or the Seller's total and cumulative liability for losses whether for breach of contract, tort or otherwise and including liability for negligence (except in relation to (i) death or personal injury caused by Seller's negligence or (ii) fraud or fraudulent misrepresentation by Seller) shall in no event exceed the Price.

5.2 All representations including Certificates of Authenticity issued by Us and/or representations made by the Seller as to the authenticity, attribution, description, date, age, provenance, or condition of the Goods opinion only, and are not warranted by Us or the Seller. Likewise, the parties are not liable and/or in breach of contract, for any changes in expert opinion or scholarship which may take place subsequent to entry into this Agreement.

7. INCOMPLETE ORDERS

Where a single Order may comprise multiple items, for example a medal with paperwork, unless otherwise advised in writing, the Order will be deemed 'delivered complete' unless notified in writing within 7-days from the day after delivery.

6.1 Orders and/or selected Lots from Orders comprising multiple Lots, may be returned for a full refund for any reason or no reason subject to advising intention to return within 14-days from collecting and/or receiving the Goods and the said re-delivered Goods received by Us in unaltered condition.

For a copy of our Refund & Returns Policy, please contact legals@ulricofengland.com

7. INTELLECTUAL PROPERTY & COPYRIGHT

7.1. In the event you have concerns regarding Intellectual Property Rights, for example, you believe we may have breached your copyright and/or the copyright of others, please contact us immediately detailing your concern. Address your e-mail to legals@ulricofengland.com

7.1.2 All copyright in material relating to the Goods Vesting in Ulric of England, shall remain Ulric of England. We reserve the right to exploit such copyright, following the sale of the Goods. Where We act as The Agent all copyright in material relating to the Goods shall remain with Us following the sale of the Goods.

8. EXPORT AND LOCAL TAXES

9.1 Unless stated otherwise on the Invoice, the Buyer shall be responsible for establishing – and paying all such charges where applied.

9. GENERAL

9.1 The Buyer shall not be entitled to the benefit of any set-off and sums payable to the Seller shall be paid without any deduction whatsoever. In the event of non-payment, the Seller shall be entitled to obtain and enforce judgment without determination of any cross claim by the Buyer.

9.2 Both parties agree that in entering into the Agreement neither party relies on, nor has any remedy in respect of, any statement, representation, or warranty, negligently or innocently made to any person (whether party to this Agreement or not) other than as set out in the Agreement as a warranty. The only remedy for breach of any warranty shall be for breach of contract under the Agreement. Nothing in the Agreement shall operate to limit or exclude any liability for fraud.

9.3 The benefit of the Agreement and the rights thereunder shall not be assignable by the Buyer.

9.4 The Agreement and all rights and obligations of Ulric of England and the Buyer under it shall be governed by English Law in every particular and, subject always to the prior application of the arbitration provisions set out in clause 10 both parties agree to submit to the exclusive jurisdiction of the English Courts.

9.4.1 Any notice in connection with the Agreement shall be in writing and shall be delivered by post to Our registered office address at the time of posting [or to the Buyer's Invoice Address], and deemed delivered on the third day after posting.

9.5 In the case of a consumer contract within the meaning of the Unfair Contract Terms Act 1977, these conditions shall not apply to the extent that they would be rendered void or unenforceable by virtue of the provisions thereof to grant interim relief, no action shall be brought in relation to any claim or dispute until the arbitrator has conducted an arbitration and made his award.

9.6 No amendment, modification, waiver of or variation to the Invoice or the Agreement shall be binding unless agreed in writing and signed by an authorised representative of the Buyer and the Seller.

10. ARBITRATION

10.1 All claims and disputes relating to, or in connection with, the Agreement are to be referred to a single arbitrator in Shropshire, England, pursuant to the Arbitration Act 1996. In the event the parties cannot agree upon an arbitrator either party may apply to the President of the Law Society of England and Wales for the time being to appoint as arbitrator a King's Counsel of not less than 5 years standing. The arbitrator decision shall be final and binding.

10.2 Save that the Buyer acknowledges the Seller's right to seek, and the power of the High Court