

MADISON & SPORTLINE TERMS AND CONDITIONS (UK, UKD, UKM, 12/13)

The detailed Terms & Conditions included herein replace all previous Terms & Conditions issued by Madison & Sportline & come into effect immediately. It is recommended that all customers review them in detail upon receipt.

Ordering from Madison

Our aim is to make ordering as simple and efficient as possible. To place your Customer orders:

By Web : www.madisonb2b.co.uk
By Email : sales@madison.co.uk
By Fax : Telesales Direct 01908 309091 7 days a week, 24 hrs a day.
By Phone : Telesales Direct 01908 326000 Mon- Fri 9.00am - 5.15pm
By Mail : F.A.O. Telesales, Madison, Roebuck Way, Knowlhill, Milton Keynes, Buckinghamshire MK5 8HL

Ordering from Sportline

By Web : www.sportlineb2b.co.uk
By Email : sales@sportline.co.uk
By Phone : Telesales Direct 01908 442811 Mon- Fri 9.00am - 5.15pm
By Mail : F.A.O. Telesales, Sportline, Roebuck Way, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8HL

- All orders will be processed at time of receipt. All goods available ex stock will be despatched if your account is operating within payment terms & current credit limit at point of processing.
- Any order received by a representative of a Customer's business is deemed valid and the Terms and Conditions detailed herein therefore apply.
- In order to expedite delivery, Madison & Sportline operates on a 'real time' basis and Customer orders are passed for packing immediately following processing. It is not therefore possible to 'add' to an order after it has been passed for processing.
- Pre-coded orders will naturally be processed as a priority over orders requiring coding upon receipt. Please refer to your Product Directory for current product codes.

Carriage

Parts & Accessories: £10 charge for orders under £200 value.

Via B2B: £5 charge for orders under £150 value.

Carriage is free for orders valued above these thresholds.

Madison & Sportline Spares Service

- Spare parts as identified within the specific spares price list will be despatched free from any carriage charges as part of our continual commitment to service quality to Specialist Retailers.

Delivery

- Every attempt is made to deliver by the next working day, for all orders received no later than 3.00pm.
- Unfortunately, it is not possible to provide this level of service for those of our Customers in more remote regions or islands of the United Kingdom and Ireland, where a three day delivery service generally prevails. Equally, due to erratic daily demands during peak season, we may not always be able to maintain our levels of service but rest assured of our commitment to despatch as quickly as possible.
- Customer orders are always accompanied by a despatch note and/or invoice. The despatch note details the contents in full, enabling Customers to check orders upon receipt. The items detailed on the dispatch note, will be the items Customers are charged for on the invoice. The invoice is identical to the despatch note, but includes cost details & will list the products in the same order as the delivery note to simplify the reconciliation process in store.

- The despatch note details the suggested retail price where one exists, which may be of assistance when price tagging the order in store.
- Delivery will be made by our appointed carriers or by post. Every reasonable effort will be made to execute orders in one consignment. In the event of incomplete availability, subsequent deliveries will be shipped carriage paid.

Damages, Shortages, Non-Delivery & Price Queries

- We will not accept any claim in respect of damage in transit, shortage or non-delivery unless it is communicated to the Customer Care Team as follows:
 1. For damage in transit - within 3 days of the receipt of goods;
 2. For shortages - within 3 days of the receipt of goods;
 3. For non-delivery - within 10 days of the date of the invoice;
 4. For Price Queries - within 3 days of the receipt of invoice.
- We regret that notifying any of our staff other than a member of the Customer Care Team does not constitute 'notice'.
- No deduction from the payment of invoices may be made for goods damaged, not received or where there is a price dispute, until Madison or Sportline has issued a credit note.
- If all or part of a consignment is refused due to damage, the relevant Customer Care Team must be notified immediately. Damaged parcels received by post should not be refused, but accepted and the Customer Care Team notified immediately.

Madison Customer Care Contact :

email : customercare@madison.co.uk
Phone : 01908 326032
Fax : 01908 309091
By Mail : F.A.O. Madison Customer Care, Madison Distribution Centre,
74 Alston Drive, Bradwell Abbey, Milton Keynes MK13 9HA

Sportline Customer Care Contact :

email : customercare@sportline.co.uk
Phone : 01908 442812
Fax : 01908 309091
By Mail : F.A.O. Sportline Customer Care, Madison Distribution Centre,
74 Alston Drive, Bradwell Abbey, Milton Keynes MK13 9HA

Forward Orders / Goods Awaiting Despatch

- Forward orders for goods not available ex-stock at time of order placement will be automatically despatched once the goods are available, & without prior notification, given that the account is within payment terms and credit limit at that time. Carriage will be paid by Madison / Sportline.
- Customers who do not want to benefit from the forward order service, which reserves goods awaiting delivery, should notify the Customer Care Team in writing. Following which, only goods available ex stock will be supplied to your business.
- The Customer can review all outstanding orders on www.madisonb2b.co.uk or www.sportlineb2b.co.uk and amend quantities. Alternatively a list can be requested by contacting customer care.
- Any cancellation of these orders must be made immediately in writing to the relevant Customer Care Team.

Cancellations cannot be accepted following the despatch of the goods.

- Users of B2B can manage their own back/forward orders on-line.
- In all instances, any expected future availability dates made available to the Customer are based upon the best information available at that time and are open to change due to factors affecting supply and the level of forward order business already booked.

Customer Care contact :

- Please contact Customer Care to obtain a 'Customer Returns Number' (CRN).
- The issuing of a CRN, instruction to return goods or arrangements for the collection of goods are made without prejudice and in no way should be construed as an acceptance of liability.
- Please remember that Madison & Sportline carries a comprehensive range of spares, many of which are not listed. In numerous instances we are able to prevent the need to return a product by the issue of spares to fix the product instore. The Customer Care Team includes personnel who can advise Customers of spares available.
- Always securely package returns and address to:
Warranty Department, 74 Alston Drive, Bradwell Abbey, Milton Keynes MK13 9HA
- In order to ensure that we are always able to identify who returns are from, please always enclose with the returns, a note clearly stating your 'Customer Returns Number', Customer account number (if known), business name, address & telephone number. Please include a report listing the reasons why each of the products is being returned.
- The Customer Care Team must be notified in writing with the returned goods should the reason for return relate to a consumer claim for damages.
- Goods returned without full customer and product details or sent to the incorrect address can obviously not be dealt with promptly and delays will occur.
- If accepted as faulty, goods will be replaced or a credit note issued within 14 working days of receipt. Credits will only be issued where replacement parts are not available.
- Product which we do not believe to have been purchased from ourselves will be rejected unless proof of purchase can be provided.
- We retain at least 2 years of sales history by customer and are able to verify all purchases during this period, where necessary.
- Where credits notes are issued they will be at the price prevailing at the time of credit.
- If a Customer is able to provide proof of purchase or price invoiced at time of purchase should a dispute arise and which may be applicable to goods with a lifetime guarantee, we will adjust a Customer's credit accordingly.
- No member of Madison or Sportline personnel is empowered to offer replacement parts or credit other than the Customer Care Team, and then only after thorough examination by the Warranty Department. Please do not embarrass them by asking.
- Any customer who promises to refund or replace an item without it first being examined and accepted by the Warranty team, does so at their own risk.
- It is the responsibility of the customer to meet the cost of returning warranty goods and is allowed for within our original pricing. This policy has been adopted to negate abuse of this service and the subsequent costs which we would then have to pass on to all of our customers. We will as always, reimburse the Customer for the cost of returning goods, where proven that the cause for return is due to error or negligence on the part of Madison or Sportline at the time of processing or despatch.
- All returns are examined to the specifications laid down by the original suppliers of each brand. Failure to meet their criteria would obviously negate any credit and impact upon product pricing.

- Any consumer claim in the first instance should be referred to the original retail vendor who is responsible for resolving the claim with the consumer. Madison & Sportline complies with current legislation as set out within the Supply of Goods Act 1979 and the Consumer Protection Act.
- Madison & Sportline shall not in any event be liable for any indirect, special or consequential damages howsoever arising including but not limited to financial loss or loss of profits in connection with or arising out of the supply, failure to supply, functioning or use of the goods. Madison & Sportline shall not be liable for any damage caused to third party property arising from the functioning or use of the goods.
- Any returns sent to other business addresses, other than the Returns address published above, will be charged carriage for the transfer to the correct address at a charge of £3.

Specifications

- Madison & Sportline reserve the right to modify specifications of goods according to the supply position and our ongoing desire to improve the specification.

Pricing

- Bona fide retailers who have a direct account with Madison & Sportline and who consistently keep their account within payment terms and credit limit are automatically entitled to access all products listed within the Product Directories, current from time to time at 'Trade' price.
- 'Key', 'Super' & 'Premier' prices may be accessed by all retailers when purchasing at the quantity rates listed in the Product Directories. Quantity rates apply to individual product options, i.e. product size & colour options and will automatically trigger the higher discount tiers at point of processing.
- Customers who have achieved a proven minimum annual purchase criteria for Parts & Accessories may apply to be allocated automatic Stockist, Key, Super or even Premier discount rate for all purchases of parts and accessories irrespective of individual order quantity.
- Details of current minimum purchase criteria are available to Independent Retailers upon application to a Madison & Sportline Sales Representative. The criteria and retailer turnover levels are reviewed on a regular basis. Changes to individual Customer discount rates necessitated upon these reviews will be communicated in writing.
- Madison & Sportline reserves the right to alter prices without prior notice. Orders are accepted on the basis of prices ruling upon the day of despatch. This applies irrespective of any prices a Customer may quote on their order or that may be listed at time of receipt of order.
- We provide a full Product Directory of parts and accessories and the prices listed apply to single items except where a larger pack quantity is quoted.
- From time to time Madison & Sportline may make special promotions available to its customers. Any prices which apply to these promotions are only available on orders submitted to Madison within the terms and before the 'Closing Date' detailed thereupon. For the majority of promotions prices apply at date of processing and not date of despatch only when using the special offer forms provided.
- It is our policy to reward independent retailers who commit both volume purchase and width of product range to Madison & Sportline with improved discount rates and therefore greater flexibility of purchasing.
- Madison & Sportline may recommend to Retailers resale prices at which it may resell products to final customers. Such recommendations shall be non-binding for the Retailer. The Authorised Retailer is free to set its own resale prices as long as the Retailer adheres to applicable laws.
- Please note, the grant of access to a Madison & Sportline trade account does not oblige Madison & Sportline to accept any order.

Retention of Title.

Risk & title

- The risk in the Goods shall pass to the Customer upon delivery.
- Title to the Goods shall not pass to the Customer until Madison & Sportline has received payment in full (in cash or cleared funds) for:
 - o the Goods; and
 - o any other goods that Madison & Sportline has supplied to the Customer.
- Until title to the Goods has passed to the Customer, the Customer shall:
 - o hold the Goods on a fiduciary basis as Madison's & Sportline's bailee;
 - o store the Goods separately from all other goods held by the Customer and in such a way that they can be easily identified as Madison's & Sportline's property;
 - o not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - o maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - o notify Madison & Sportline immediately if it becomes subject to an Insolvency Event;
 - o give Madison such information relating to the Goods as Madison & Sportline may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.
- If before title to the Goods passes to the Customer the Customer becomes subject to any Insolvency Event, or Madison & Sportline reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Madison & Sportline may have, Madison & Sportline may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- Madison reserve the right to close the account at any point in the year should the ownership of the business change.
- Title of each item of the Goods will not pass to the Customer until they have made payment in full to Madison in respect of the Goods and no other amounts are then outstanding from the Customer to Madison in respect of other Goods supplied by Madison & Sportline.

Payment Terms

Madison Credit Control contact : email : credit.control@madison.co.uk

Tel : 020 8385 3462 Monday to Friday 9am to 5.15pm. Fax : 01908 309091 7 days a week, 24 hrs a day.

Sportline Credit Control contact : email : credit@sportline.co.uk

Tel : Accounts Receivable : 01908 442813 Accounts Payable : 01908 442814

- All invoices are due for payment by the 15th of the month following date of invoice, e.g. order invoiced 5th January, payment to be received by 15th February.
- A statement is supplied to all customers soon after each calendar month end to assist a Customer's payment process.
- It is strongly recommended that Customers submit payments to arrive by 13th of each month to allow for payment posting to accounts prior to the 15th of the month.
- With effect from 02/08/10 Madison & Sportline reserves the right to levy an administration charge of 5% on all credit and debit card transactions processed via the telephone. Credit card payments made via B2B will levy an administration charge of up to 1%, whilst debit card payments made via B2B will incur a £1.50 administration charge. This rate will be reviewed in light of pending EU legislation to reflect the actual costs and market rates.
- Please note the card administration charges described above are calculated on the gross amount paid BEFORE any settlement discount is applied. V.A.T. is also added on to the card administration charge calculated.

- A Customer's account may become automatically credit stopped even if within terms should it surpass the authorised credit limit. Credit limits are set via external financial credit references & may be increased dependent upon a Customer's payment record with Madison & Sportline. It is advisable, as with any borrowings that Customers pre-notify Madison's & Sportline's Credit Control Department of your anticipated credit limit requirement for prior approval with external agencies in order to allow continuous supply to the business. Customer credit limits are detailed on your monthly statements.
- If Customers have any queries on invoiced prices or goods received the Customer must contact the Customer Care Team within the timescales detailed under 'Damages, Shortages, Non Delivery & Price Queries' herein.
- Madison & Sportline allows a period of up to 4 weeks after the invoice due date in which queries may be resolved during which supply may be allowed to continue. If payment is not received by 13th of the month 2 months following date of invoice the account will automatically be put on credit stop via the operating system e.g. order invoiced 5th January disputes must be settled & payment received by 13th March to avoid credit stop.
- In circumstances of a consistently poor payment record the grace period for resolution of queries may be withdrawn along with access to the settlement discount facility.
- It is not viable for Madison & Sportline to issue notice of credit stops to individual Customers, and the onus is with the Customer to make timely payments against statements, operating within the authorised credit limit detailed upon your monthly statement.
- Every time a cheque, standing order or banker's order fails to clear the Customer's bank on presentation, Madison & Sportline will separately surcharge the Customer's account £15.00.
- Madison & Sportline will levy a service charge of up to 2% per month compounded, on all overdue amounts, payable from the date the account becomes overdue. All current and future deliveries to the account will be suspended until the arrears are settled in full to the satisfaction of the Credit Control Department. Goods allocated to a Customer's account, where there is excess demand, will be re-allocated to credit free accounts. Payment and discount terms may be reduced without prior notice and ultimately open account terms may be withdrawn. Madison & Sportline recommends payment via B.A.C.'s for security reasons, and that these payments are made 5 days ahead of the dates outlined above. This is due to the time delay in notification and therefore posting to the operating system which affects credit stop. It is recommended that any such payments are notified separately in writing to Credit Control Department at the time they are made in order to assist prompt allocation against invoice.
- From time to time different payment terms may be agreed in writing with individual accounts. Such agreements will impact upon the payment dates outlined above.
- All payments must be mailed to the below addresses to be received no later than the due dates outlined above. Cheques for Madison must be made payable to 'H Young (Operations) Ltd - Madison'. They must be accompanied by the remittance slip from your statement or a list of all invoice numbers which the payment refers to: FAO H Young (Operations) Ltd - Madison, Roebuck way, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8HL. Cheques for Sportline must be made payable to 'H Young (Operations) Ltd -Sportline'. They must be accompanied by the remittance slip from your statement or a list of all invoice numbers which the payment refers to: FAO H Young (Operations) Ltd - Sportline, Roebuck Way, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8HL. We accept no responsibility for the misappropriation of cheques made out to any other payee. The risk related to posting cheques lies with the Customer until the cheque has been paid into the bank account and the cheque has been cleared.

Termination and account closure

- Madison & Sportline reserves the right to close the Customer's account and to cancel or suspend all further deliveries of Goods ordered by the Customer without incurring any liability to the Customer if:

- the Customer undergoes a change of control, where “control” means the ability to direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise;
 - the Customer breaches any material term of these terms and conditions and (if such breach is capable of remedy) does not remedy that breach within 14 days of receipt of a notice requiring rectification;
 - Madison & Sportline provides not less than 28 days' prior written notice of such closure and cancellation/suspension; or
 - the Customer becomes insolvent, is deemed unable to pay its debts within the meaning of the Insolvency Act 1986, enters into liquidation (whether voluntary or compulsory) or passes a resolution for its winding up; an order is made or a resolution is passed for the winding up of the Customer (unless it is for the purpose of amalgamation or reconstruction when solvent); an administration order is made or an administrator is appointed to manage the affairs, business and/or property of the Customer; a receiver and/or administrative receiver is appointed in respect of all or any of the Customer's assets; the Customer has an encumbrancer taking possession of any of its assets; the Customer makes or proposes any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors; any procedural step is taken in relation to or with a view to any of the above; the Customer takes or suffers any similar or analogous action to the above in any jurisdiction; or the Customer ceases or threatens to cease to exist or to carry on trading (each an “Insolvency Event”),
- and all outstanding sums in respect of Goods delivered to the Customer shall immediately become due.

Limited Distribution

- From time to time products may be made available through limited distribution. This is dependent upon the requirements of the brand and the ability of the supply chain to meet demand.
- Madison & Sportline only ensure the products it distributes meet the legal requirements of the countries where we are actively selling. Apart from certain owned brands where we actively sell outside the UK and Republic of Ireland, we only ensure the brands we distribute meet the various statutory standards of the UK and Republic of Ireland. We accept no liability for items supplied by Madison & Sportline but sold by you the retailer outside of the UK or Republic of Ireland unless the product is confirmed as compliant for such activity.

Garmin Export Clause

The Dealer / Partner expressly agrees that Garmin products purchased from Madison are manufactured and prepared for the EU + EFTA market (European Free Trade Area) only and that they are not warranted to be compliant with regulatory or other requirements in countries outside of the EU + EFTA . As such, The Dealer / Partner agrees to not export or otherwise sell the Products to customers or end users outside of the EU + EFTA . The Dealer / Partner also undertakes to procure that its Affiliates shall comply with these export restrictions and that it will put in place similar restrictions in its agreements with sub-distributors and dealers as regards the sale of the Products. Madison & Sportline reserves the right to withdraw access to Garmin products should you be found to be supplying Garmin products to anyone other than the end consumer within the EU + EFTA market.

Compressport Export Clause

The Dealer / Partner expressly agrees that Compressport products purchased from Madison & Sportline are manufactured and prepared for the EU+EFTA market only and that they are not warranted to be compliant with regulatory or other requirements in countries outside of the EU + EFTA , such as (without limitation) the USA where compression wear is classified as a medical product and accordingly needs the appropriate FDA licensing to sell. As

such, The Dealer / Partner agrees to not export or otherwise sell the Products to customers or end users outside of the EU + EFTA. The Dealer / Partner also undertakes to procure that its Affiliates shall comply with these export restrictions and that it will put in place similar restrictions in its agreements with sub-distributors and dealers as regards the sale of the Products. Madison & Sportline reserves the right to withdraw access to Compressport products should you be found to be supplying Compressport products to anyone other than the end consumer within the EU + EFTA market.

Intellectual Property

- Madison & Sportline reserves the right to withdraw your permission to use all brand intellectual property on the brands supplied by them, including imagery, trademarks or other branding if your use of them is deemed to be brand damaging.
- You must comply at all times with the Madison & Sportline Brand Guidelines, as in force and notified to you on an ongoing basis.
- Madison & Sportline reserves the right to withdraw access to the brands supplied at any point in the year or reduce your terms if it is shown you are in breach of the Brand Guidelines or otherwise unable to properly support those brands.
- Madison & Sportline reserves the right to withdraw access to any/all supplied brands should you be found to be sub distributing to any third party other than the end consumer.

Point of Sale

- All Point of Sale units supplied by Madison & Sportline remain the property of Madison & Sportline unless there is a specific Point of Sale agreement to the contrary.

Instore Service

- Every Independent Retailer is allocated a sales agent who is independently responsible for servicing that business in-store. If you are uncertain who your sales agent is please contact Sales Direct on 01908 326032

Telephone Service

- Due to the erratic flow of incoming calls, it is impossible for Madison & Sportline to commit to direct access by telephone at all times. If lines are engaged please do utilise the voice mail service providing full order details: Account No; Business Name; Product Codes; Brief product description; Quantity Required, or leave a message and we will return your call as soon as possible.

New Accounts

- Madison is not actively seeking to develop new accounts. However, bona fide retailers may apply for a new account application form by phoning Office Administration on 01908 326032
- Where applications are accepted, initial orders will be expected to be paid for on a proforma basis.

Applicable Law

- If any part of these terms and conditions of trade are invalid for any reason, its invalidity does not affect the rest of these terms of trade which will remain valid and enforceable in all respects. These terms of trading shall be construed in accordance with English law and shall be subject to the jurisdiction of the English courts. Madison's & Sportline's commitment to the development of Specialist Independent Retailers requires that we establish consistent terms and conditions for all of our customers and in this manner we can better assure that we fulfill expectations, avoiding the need for additional service charges to be passed on in the price of the goods.

MADISON CONTACT DETAILS

SALES ORDERS - To place orders, availability and product information:

By Web : WWW.MADISONB2B.CO.UK

By Fax: 01908 309091 7 days a week, 24hrs a day.

By Phone : Sales Direct 01908 326000 Monday-Friday 9.00am-5.15pm.

By Email : telesales@madison.co.uk

By Mail : Customer Care, Madison, Roebuck Way, Knowlhill, Milton Keynes, Buckinghamshire MK5 8HL

CUSTOMER CARE - For ALL Customer Service queries, warranty & returns:

By Phone : 01908 326032 Monday to Friday, 9.00am to 5.15pm

By Email : customercare@madison.co.uk

CREDIT CONTROL - For payment queries, credit limit applications & debit card payments:

By Fax: 01908 309091 7 days a week, 24 hrs a day

By Phone : 020 8385 3462 Monday to Friday, 9.00am to 5.15pm

By Email : credit.control@madison.co.uk

WARRANTY - Please contact Customer Care to obtain a Customer Returns Number before returning any goods.

SPORTLINE CONTACT DETAILS

SALES ORDERS - To place orders, availability and product information:

By Phone : Sales Direct 01908 442811 Monday-Friday 9.00am-5.15pm.

By Email : sales@sportline.co.uk

By Mail : Customer Care, Sportline, Roebuck Way, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8HL

By Web : www.sportlineb2b.co.uk

CUSTOMER CARE - For ALL Customer Service queries, warranty & returns:

By Phone : 01908 442812 Monday to Friday, 9.00am to 5.15pm

By Email : customercare@sportline.co.uk

CREDIT CONTROL - For payment queries, credit limit applications & debit card payments:

By Phone : Accounts Receivable 01908 442813 Monday to Friday, 9.00am to 5.15pm

Accounts Payable 01908 442814 Monday to Friday, 9.00am to 5.15pm

By Email : credit@sportline.co.uk

WARRANTY - Please contact Customer Care to obtain a Customer Returns Number before returning any goods.

Please ensure that your telephone and fax machine are pre-programmed with these numbers today.