

MADISON & SPORTLINE TERMS AND CONDITIONS (02/24)

The detailed Terms & Conditions included herein replace all previous terms & conditions issued by Madison & Sportline & come into effect immediately. These terms apply to all goods ordered via the internet or by phone. 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:

For Madison: www.madisonb2b.co.uk
For Sportline: www.sportlineb2b.co.uk
By Email: telesales@madison.co.uk or sales@sportline.co.uk
Call Madison: +44 (0) 1908 326000 (Mon- Fri 9.00am - 5.15pm)
Call Sportline: +44 (0) 1908 442811 (Mon- Fri 9.00am - 5.15pm)
By Mail: F.A.O. Telesales, Madison or 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 Electronic Product Directory accessible via B2B for current product codes.

CARRIAGE: MADISON B2B FOR THE U.K. AND REPUBLIC OF IRELAND (CYCLE AND MX)

- All orders over £100 to all UK and over €100 to all Republic of Ireland customers will be shipped free of any carriage costs.
- Shimano Components will be shipped carriage paid by Madison.
- Orders under £100 UK, or €100 ROI, unless for spares, will be incur a £5 UK / €5 ROI carriage charge.

CARRIAGE: MADISON B2B FOR ALL OTHER EUROPEAN COUNTRIES

- Spend €250 or more for free carriage.
- €15 charge for all orders under €250.
- These terms apply whether via B2B, Telesales or Customer Care.
- 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.

CARRIAGE: SPORTLINE B2B FOR THE U.K. AND REPUBLIC OF IRELAND

- All Sportline orders are shipped to the U.K. and Republic of Ireland free of any carriage charges.

CARRIAGE: SPORTLINE B2B FOR ALL OTHER EUROPEAN COUNTRIES

- Free shipping for any order of four or more bikes.
- €15 charge per bike for orders of three or less.
- These terms apply whether via B2B, Telesales or Customer Care.

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 an up to three-working 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.
- Madison & Sportline shall not be liable for any costs or damages caused by reason of any delay in delivery.
- The Customer shall not rely on any delivery date given by Madison & Sportline and shall not enter into any contract (whether for the supply of goods or services) under which it may be in breach or suffer any legal or commercial disadvantage in the event that the Customer order is not delivered on the stated delivery date.
- Customer orders are not accompanied by any paperwork unless specifically requested otherwise but a despatch note and/or invoice are sent electronically by email in advance of you receiving the delivery. The despatch note details the contents in full, enabling Customers to check orders upon receipt. The items detailed on the despatch 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. Reasonable Endeavours 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: +44 (0) 1908 326032
By Mail: F.A.O. Madison Customer Care, Madison, Roebuck Way, Knowlhill, Milton Keynes, MK5 8HL

SPORTLINE CUSTOMER CARE CONTACT:

Email: customercare@sportline.co.uk
Phone: +44 (0) 1908 442812
By Mail: F.A.O. Sportline Customer Care, Madison, Roebuck Way, Knowlhill, Milton Keynes, MK5 8HL

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 and our standard terms and conditions at the time of despatch will prevail.
- 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 the 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 the Customer Care team 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, Madison, Roebuck Way, Knowlhill, Milton Keynes, MK5 8HL**

CUSTOMER CARE CONTACT CONTINUED:

- In order to ensure we are always able to identify who returns have been sent 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 many years of sales history by customer and product 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 the 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.
- 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 (to the extent not inconsistent with these "terms and conditions" and permitted by law where inconsistent) with current legislation as set out within the Supply of Goods Act 1979, Sale of Goods Act 1893, Sale of Goods and Supply of Services Act 1980, Electronic Commerce Act 2000 and the Consumer Rights Act 2022 and the Consumer Protection Act [1987].
- Subject to applicable law, 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.
- Subject to applicable law, 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 £10.
- Any good stock returns will incur a 10% handling charge. They must also be returned in original packaging.

SPECIFICATIONS:

- Madison & Sportline reserve the right without notice and without affecting the validity of any contract with the customer 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 6 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 each item of the Goods shall not pass to the Customer until Madison & Sportline has received payment in full (in cash or cleared funds) for the goods; and any other goods that Madison & Sportline has supplied to the Customer.
- Until title to the Goods has passed to the Customer, the Customer shall:
 - hold the Goods on a fiduciary basis as Madison's & Sportline's bailee;
 - (until they are put to use) store the Goods separately from all other goods held by the Customer and in such a way that they can easily and readily be identified as Madison's & Sportline's property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - notify Madison & Sportline immediately if it becomes subject to an Insolvency Event (as detailed below);
 - give Madison & Sportline such information relating to the Goods as Madison & Sportline may require from time to time.
- 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 Insolvency 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 all goods in it's possession to which title has not passed to the Customer; 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.

PAYMENT TERMS:

- **Madison Credit Control contact:**

Email: credit.control@madison.co.uk

Tel: +44 (0) 20 8385 3462 (Monday to Friday 9am to 5.15pm)

- **Sportline Credit Control contact:**

Email: credit@sportline.co.uk

Tel: Accounts Receivable: +44 (0) 1908 442813

- 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.
- 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 payment discount incentive.
- 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, banker's order or direct debit 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 0.2% daily charge, 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 reallocated to supply accounts to account who are within their terms.
- 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 (Direct Debit) for security reasons, and that these payments are made 10 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 an 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.
- Customers outside of the United Kingdom and Republic of Ireland may be subject to other terms of payment.
- Debit notes for disputes will not be accepted.
- From 01/10/2020 a 1% charge will be levied on all payments made with a business credit card.

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.

PAYMENT TERMS CONTINUED:

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: FA0 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
- In respect of a Customer
- Becomes insolvent;
 - is deemed unable to pay its debts within the meaning of the Insolvency Act 1986, or sections 509(3) and/or 570 of the Companies Act 2014;
 - enters into liquidation (whether voluntary or compulsory), examinership or passes a resolution for its winding up;
 - an order is made or a petition has been presented 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 interim examiner or examiner 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;
- enters into the Small Company Administrative Rescue Process or makes an application to a personal insolvency practitioner;
- decision of creditors, or any class of them, has been sought, or a proposal has been made for a moratorium, composition or arrangement in relation to any of its debts;
- 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.

EXPORT:

- Any Madison & Sportline customer operating outside of the United Kingdom and Republic of Ireland must comply with all legislation and regulations applicable in the Territory during the execution of the Madison & Sportline customer's activities. Insofar as applicable, the Madison & Sportline customer will arrange the permits required for the purchase, distribution, promotion and sale of the Products in the given territory. Madison & Sportline will provide any information required for this purpose and will not refuse to provide cooperation for this on unreasonable grounds.

OGIO – ONLINE MARKETPLACE AND EXPORT CLAUSE:

- Madison & Sportline prohibit the use of any internet marketplace, such as Amazon or eBay, for the offer and sale of OGIO products. Madison & Sportline reserves the right to withdraw access to OGIO products should a customer be found to be supplying said products to anyone other than the end consumer within the EU + EFTA market.

SHIMANO, PRO AND LAZER EXPORT CLAUSE - (SHIMANO PRODUCTS MEANS ALL SHIMANO, PRO AND LAZER BRANDED PRODUCTS):

- Madison's customer agrees that all Shimano products, sold under these Terms and Conditions are intended for consumers in the European market. Therefore, Madison's customer shall ensure that Shimano products, distributed under these Terms and Conditions are being re-sold only to customers located in the European Union (EU) and the European Free Trade Association (EFTA) as existing in 2017 (together "Europe"), and shall:
 - Implement for online points of sale technical measures enabling it to automatically determine the current location of its potential customers visiting the website, be it by the individual IP address, or by any other reliable indicator, and refuse distribution of Shimano products to customers located outside Europe.
 - Only offer shipment to delivery addresses in Europe.
 - Implement a geo-blocking on the respective website (if applicable) to not show offers available in Europe to site users from outside Europe.
 - Bar its trade customers, including those in a b-to-b environment from exporting Shimano products outside Europe, and further agree with those customers the transfer of the export ban outside Europe for Shimano products as stipulated above.
- Exceptions apply where a customer provides sufficient proof that despite contrary indicators, the Shimano products will end up with consumers in Europe.
- Madison's customer agrees that Shimano products, which were procured from a supplier other than Madison shall be, treated the same as if Madison had supplied them with the same rights and obligations as mentioned herein.
- The restriction not to export Shimano products outside Europe applies to online sales and to phone or e-mail orders sent to bricks-and-mortar stores where delivery is clearly specified to be outside Europe.
- In the unlikely event that Madison becomes aware that its customer might be in breach of his obligations stipulated herein above, they will notify such customer accordingly and ask it to either prove that it is not in breach of these Terms and Conditions, or to stop exporting Shimano products to customers outside Europe without undue delay, and to cancel all respective pending orders from customers outside Europe (Notification)

If Madison's customer does not abide by the Notification, Madison shall be entitled to

- Reduce the amount of Shimano products to be supplied to its customer, based on a reasonable estimate of the share exported to customers located outside Europe. Madison's customer may provide Madison with data proving that the share exported to customers located outside Europe is lower than estimated by Madison, in which case Madison's customer may request an adjustment.
- Reduce or withdraw any agreed price concessions, including retro-rebates, to its customer as Madison sees fit in its own discretion.
- Stop the supply of Shimano products to the customer.

GARMIN EXPORT CLAUSE:

- The Madison customer 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 Madison customer agrees to not export or otherwise sell the Products to customers or end users outside of the EU + EFTA. The Madison customer 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 reserves the right to withdraw access to Garmin products should a customer be found to be supplying Garmin products to anyone other than the end consumer within the EU + EFTA market.

QUAD LOCK – ONLINE MARKETPLACE AND EXPORT CLAUSE:

- Madison & Sportline prohibit the use of any internet marketplace, such as Amazon or eBay, for the offer and sale of Quadlock products. Madison & Sportline reserves the right to withdraw access to Quad Lock products should a customer be found to be supplying said products to anyone other than the end consumer within the EU + EFTA market.

SLIME – AMAZON MARKETPLACE CLAUSE:

- Madison & Sportline prohibit the use of Amazon marketplace for the offer and sale of Slime products.

VITTORIA– EXPORT CLAUSE:

- The Madison & Sportline customer agrees to not export or otherwise in any way sell Vittoria branded products to customers or end users outside of the EU + EFTA. Madison & Sportline reserves the right to withdraw access to Vittoria products should a customer be found to be supplying said products to anyone other than the end consumer within the EU + EFTA market.

LIFESYSTEMS AND LIFEVENTURE – ONLINE MARKETPLACE CLAUSE:

- Madison & Sportline prohibit the use of any internet marketplace, such as Amazon or eBay, for the offer and sale of Lifesystems and Lifeventure products.

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 Madison & Sportline customer is allocated an account manager who is independently responsible for servicing that business. If you are uncertain who your account manager is please contact Sales direct on +44 (0) 1908 326000

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 voicemail 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 +44 (0) 1908 326032
- Where applications are accepted, initial orders will be expected to be paid for on a proforma basis.

APPLICATION LAW:

- If any provision of these terms and conditions are held to be unenforceable or illegal, in whole or in part, such provision or part shall to that extent be deemed not to form part of these terms and conditions but the enforceability of the remainder of these terms and conditions shall remain unaffected.
- These terms and conditions and any dispute or claim arising out of or in connection with them or the subject matter or formation (including non-contractual disputes and claims) are governed by, and shall be construed in accordance with, Irish law.
- These terms and conditions are subject to the non-exclusive jurisdiction of the of the Courts of Ireland in relation to any matter, dispute or claim arising out of or in connection with these terms and conditions, its implementation or effect or in relation to its existence or validity (including non-contractual disputes or claims).

MADISON & SPORTLINE CONTACT DETAILS

MADISON:

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

By Web: www.madisonb2b.co.uk
By Phone: +44 (0) 1908 326000 (Monday-Friday 9.00am-5.15pm)
By Email: telesales@madison.co.uk
By Mail: Customer Care, Madison, Roebuck Way, Knowlhill, Milton Keynes, MK5 8HL

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

By Phone: +44 (0) 1908 326032 (Monday to Friday, 9.00am to 5.15pm)
By Email: customercare@madison.co.uk

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

By Phone: +44 (0) 20 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:

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

By web: www.sportlineb2b.co.uk
By Phone: +44 (0) 1908 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

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

By Phone: +44 (0) 1908 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: +44 (0) 1908 442813 (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.