

SALES AGENCY AGREEMENT

1 Interpretation

In this Agreement, unless the context otherwise requires:

AGENT means BB List Ltd, or representative, who is the appointed Agent of the Seller

CATALOGUE means the Catalogue issued [monthly/quarterly] both in paper format and on the Website containing details of second hand products for sale.

FORCE MAJEURE means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lock-out or other form of industrial action)

PRODUCT means the product owned by the Principal and featured in the Catalogue

RESTRICTED INFORMATION means the Principal's name, address, telephone number, fax number and e-mail.

1.2 Any reference in this Agreement to 'writing' or cognate expressions includes a reference to telex, cable, facsimile transmission or comparable means of communication.

1.3 Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2 Appointment of agent

2.1 The Principal hereby appoints the Agent as its agent for the sale of the Product, and the Agent hereby agrees to act in that capacity, subject to the terms and conditions of this Agreement.

2.2 If the Principal sells the Product to any person without the aid of the Agent he shall notify the Agent immediately who will then remove that Product from the next issue of the Catalogue.

3 The agent's duties

3.1 The Agent shall, at all times during the continuance of this Agreement act towards the Principal dutifully and in good faith.

3.2 The Agent shall use its best endeavours to feature the Product in the Catalogue and, subject to the provisions of clause 4.1, shall be entitled without prior reference to the Principal to enter into contracts for the sale of the Products in the name and on behalf of the Principal.

3.3 Subject as provided in this Agreement the Agent shall be entitled to perform its duties hereunder in such manner as it may think fit.

3.4 The Agent shall in all dealings concerning the Products describe itself as 'Sales Agent' for the Principal.

3.5 The Agent shall comply with all applicable laws and regulations relating to the sale of the Product (other than those relating to the nature, method of manufacture, packaging or labelling of the Products) and shall notify the Principal of any changes in the laws and regulations in the Territory relating to the nature, method of manufacture, packaging or labelling of the Products which it becomes aware of.

3.6 The Agent shall promptly inform the Principal of any complaint or after-sales inquiry concerning the Products which is received by the agent.

4 Sales and stocks of the products

4.1 All sales by the Agent on behalf of the Principal shall be made on the Agent's standard terms and conditions and:

4.1.1 the Agent shall, in the course of dealing with all customers and prospective customers for the Product, bring to their notice such terms and conditions; and

4.1.2 the Agent shall not make or give any promises, warranties, guarantees or representations concerning the Products other than those contained in those terms and conditions of sale.

4.2 The Agent shall sell the Product on behalf of the Principal at the price specified in the Catalogue which shall from time to time be supplied to the Agent by the Principal.

4.3 Title to the Product shall at no time pass to the Agent.

4.4 The Agent shall arrange for a courier to collect the Product from the Principal and deliver it to the customer at the Principal's expense.

5 Rights and duties of the principal

5.1 The Principal shall at all times during the continuance of this Agreement act towards the Agent dutifully and in good faith.

5.2 The Principal shall:

5.2.1 honour any contracts for the sale of the Products entered into by the Agent on behalf of the Principal pursuant to this Agreement;

5.2.2 comply with any reasonable request by the Agent regarding collection of the Product by the courier.

5.2.3 promptly and efficiently deal with any after sales inquiry relating to the Products raised by a customer;

5.2.4 at the request of the Agent supply to the Agent the name and address of any customer to which the Principal has sold any Products pursuant to clause 2.3;

5.2.5 comply with all the applicable laws and regulations relating to the nature, method of packaging and labelling of the Products; and

5.3 Subject to compliance by the Agent with its obligations under this Agreement, the Principal shall indemnify the Agent against any liability (including, without prejudice to the generality of the foregoing, all costs and expenses which the Agent may reasonably incur in defending any proceedings) which it may incur by reason only of its being held out as the Principal's agent.

6 Financial provisions

6.1 In consideration of the obligations undertaken by the Agent hereunder, the Principal shall pay the Agent commission calculated by reference to Schedule.

6.2 The Principal shall pay the Agent commission equal to that stated in the Schedule and calculated on the value of any Product for which a contract of sale is made by the Principal with any known customer of the Agent within 14 days of the sale being completed.

6.3 The Agent shall, within 14 days of the Product being delivered to the customer, in accordance with a contract of sale:

6.3.1 Provide the Principal with a statement setting out the price received for the Product less:

- a) any customs and excise duties;
- b) any delivery charges incurred by the Agent; and
- c) any commission due to the Agent pursuant to clauses 6.1.

6.3.2 remit to the Principal the amount shown on the above statement as being due.

6.4 If either party defaults in the payment of any sum due to the other party under clause 6.2 or 6.3.2, such sum shall bear interest from the due date until payment is made to the other party (irrespective of whether the date of payment is before or after any judgment or award in respect of the same) at three per cent per annum over Barclays Bank PLC base rate from time to time, subject to a minimum rate of five per cent per annum.

6.5 The Agent shall collect and keep in a separate bank account all monies due to the Principal in respect of such sale and account to the Principal therefore in accordance with clause 6.3.

6.6 If at any time any Product sold by the Agent on behalf of the Principal is not, through the fault of the Principal, delivered to a customer, then the Principal shall be liable for any expenses incurred by the Agent in respect of the sale together with payment of the commission which would have been payable if the sale had been completed

6.7 Where any sum payable hereunder requires to be paid by either party to the other in a currency other than that in which it is calculated, the sum in question shall be converted into the currency of payment by reference to the average of the relevant buying and selling rates of Barclays Bank PLC in London at the close of business on the date of payment.

6.8 Subject as provided in clauses 6.3 and 6.10, each party shall make all payments of the sums payable hereunder to the other party without any deduction other than such amount (if any) as it is required to deduct by law. If either party is required to make such deduction, it shall do all things in its power which may be reasonably necessary to enable or assist the other party to claim exemption there from under any double taxation or similar agreement from time to time in force and shall from time to time give to the other party proper evidence as to the deduction and payment over of the tax or sums withheld.

6.9 If and to the extent that the Agent is required to account to the UK Revenue under Section 127 of the Finance Act 1995 for any UK tax to which the Principal is liable in respect of sales of the Product, the Agent shall be entitled to make an equivalent deduction from any sums which it would otherwise be liable to pay to the Principal under this Agreement.

6.10 All sums payable under this Agreement are exclusive of any value added tax or other applicable sales tax, which shall be added to the sum in question or otherwise included in any relevant calculation, and where any withholding tax or similar deduction is required to be made, the sum in question shall be paid net of that deduction.

7 Confidentiality

7.1 Except as provided by clauses 7.2 and 7.3, the Agent shall at all times during the continuance of this Agreement and after its termination:

7.1.1 use its best endeavours to keep all Restricted Information confidential and accordingly not to disclose any Restricted Information to any other

person; and

7.1.2 not use any Restricted Information for any purpose other than the performance of its obligations under this Agreement.

7.2 Any Restricted Information may be disclosed by the Agent to:

7.2.1 any customers or prospective customers;

7.2.2 any governmental or other authority or regulatory body; or

7.2.3 any employees of the Agent or of any of the aforementioned persons, to such extent only as is necessary for the purposes contemplated by this Agreement.

7.3 Any Restricted Information may be used by the Agent for any purpose, or disclosed by the Agent to any other person, to the extent only that it is at the date hereof, or hereafter becomes, public knowledge through no fault of the Agent (provided that in doing so the Agent shall not disclose any Restricted Information which is not public knowledge).

8 Force majeure

8.1 If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.

8.2 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of that obligation shall be extended accordingly.

8.3 If the Force Majeure in question prevails for a continuous period in excess of six months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

9 Termination

9.1 Either party shall be entitled to terminate this Agreement by giving 3 months prior written notice to the other.

10 Consequences of termination

10.1 Upon the termination of this Agreement for any reason:

10.1.1 the Agent shall cease to advertise or sell the Product;

10.1.2 the provisions of clause 6 shall continue in force in relation to:

(a) a contract of sale of the Product before the date of termination;

(b) a contract of sale of the Product after the date of termination pursuant to orders received on or before that date;

10.1.3 clause 7 shall continue in force in accordance with its terms; and

10.1.4 subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

11 Nature of agreement

11.1 The Principal shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under this Agreement through any other company which at the relevant time is its holding company or subsidiary (as defined by Section 736 of the Companies Act 1985) or the subsidiary of any such

holding company and any act or omission of any such company shall for the purposes of this Agreement be deemed to be the act or omission of the Principal.

11.2 This Agreement is personal to the Principal.

11.3 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.

11.4 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

11.5 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

11.6 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

12 Arbitration and proper law

12.1 Any dispute arising out of or in connection with this Agreement shall be referred to the arbitration in London of a single arbitrator appointed by agreement between the parties or, in default of agreement, nominated on the application of either party by the President for the time being of The Law Society.

12.2 This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and Wales, and each party hereby submits to the non-exclusive jurisdiction of the English and Welsh Courts.

13 Notices and service

13.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent (by first class pre-paid post, telex, cable, facsimile transmission, e-mail or comparable means of communication) to the other party at the address referred to in clause 13.4.

13.2 Any notice or other information given by post pursuant to clause 13.1 which is not returned to the sender as undelivered shall be deemed to have been given on the fourteenth day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.

13.3 Any notice or other information sent by telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy thereof is sent by first class pre-paid post to the other party at the address referred to in clause 13.4 within 24 hours after transmission.

13.4 Service of any legal proceedings concerning or arising out of this Agreement shall be effected by causing the same to be delivered to the party to be served at its principal place of business (in the case of the Principal) or its registered office (in the case of the Agent), or to such other address as may from time to time be notified in writing by the party concerned.

SCHEDULE

RATE OF COMMISSION = 10% of sale price
Minimum fee £3 sterling