

MADISON TERMS AND CONDITIONS (UK, UKD, UKM, 10/09)

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

Ordering from Madison

- Madison aims to make ordering as simple and efficient as possible. To place your Customer orders:
 - By Web** : **WWW.MADISONB2B.CO.UK**
 - By Fax** : **Telesales Direct 0800 1300 599** 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 Distribution Centre, 74 Alston Drive, Bradwell Abbey, Milton Keynes MK13 9HA**
- 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 at Madison 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 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 to Madison for processing.
- Pre-coded orders will naturally be processed as a priority over orders requiring coding upon receipt. Please refer to your Madison Product Directory for current product codes.

Carriage

- SUMMER CARRIAGE RATES: 1ST MAY - 30TH SEPTEMBER**
 - Parts & Accessories:** £10 charge for orders under £200 value.
 - Via B2B £5 charge for orders under £150 value, including bikes.
 - Carriage is free for orders valued above these thresholds.
 - Bikes:** £10 per bike for orders of less than three bikes.
 - Carriage free for three bikes or more.
- WINTER CARRIAGE RATES: 1ST OCTOBER - 30TH APRIL**
 - Parts & Accessories:** £10 charge for orders under £150 value.
 - Via B2B £5 charge for orders under £100 value, including bikes.
 - Carriage is free for orders valued above these thresholds.
 - Bikes:** £10 per bike for orders of less than three bikes. Carriage free for three bikes or more.

Madison Spares Service

- Shimano 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 at Madison 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 Madison 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 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 Madison's 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 carriage paid by Madison.

Damages, Shortages, Non-Delivery & Price Queries

- Madison will not accept any claim in respect of damage in transit, shortage or non-delivery unless it is communicated to the Madison Customer Care Team as follows:
 - For damage in transit - within 3 days of the receipt of goods;
 - For shortages - within 3 days of the receipt of goods;
 - For non-delivery - within 10 days of the date of the invoice;
 - 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 Madison Customer Care Team does not constitute 'notice' to Madison.
- No deduction from the payment of invoices may be made for goods damaged, not received or where there is a price dispute, until Madison has issued a credit note.
- If all or part of a consignment is refused due to damage, the Madison 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
Freephone : 0800 1300 598 or 01908 326032
Freefax : 0800 1300 599
By Mail : F.A.O. 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.
- 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 and amend quantities. Alternatively a list can be re-requested by contacting customer care.
- Any cancellation of these orders must be made immediately in writing to the Madison 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.

Madison Customer Care contact :

- Freephone : 0800 1300 598. Telephone : 01908 326032. Monday to Friday 9am to 5.15pm
Freefax : 0800 1300 599. 7 days a week 24 hrs a day.
- Please contact Madison 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 carries a comprehensive range of spares, many of which are not listed. In numerous instances Madison are able to prevent the need to return a product by the issue of spares to fix the product in store. The Customer Care Team includes personnel who can advise Customers of spares available.
- Always securely package returns and address to:
Madison Warranty Department, 74 Alston Drive, Bradwell Abbey, Milton Keynes MK 13 9HA
- In order to ensure that Madison are always able to identify who returns are from, please always enclose with the returns, a note clearly stating your 'Customer Returns Number', Madison 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 Madison do not believe to have been purchased from ourselves will be rejected unless proof of purchase can be provided.
- At Madison 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, Madison will adjust a Customer's credit accordingly.
- No member of Madison 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 Madison 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 Madison's original pricing. This policy has been adopted to negate abuse of this service and the subsequent costs which Madison would then have to pass on to all of our customers. Madison 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 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 complies with current legislation as set out within the Supply of Goods Act 1994 and the Consumer Protection Act.
- Madison 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 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 Madison 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 reserve the right to modify specifications of goods according to the supply position and Madison's ongoing desire to improve the specification.

Pricing

- Bona fide retailers who have a direct account with Madison and who consistently keep their account within payment terms and credit limit are automatically entitled to access all products listed within the Shimano & Madison Parts & Accessory 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 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 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.
- Madison provides 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 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 Madison's policy to reward Independent retailers who commit both volume purchase and width of product range to Madison with improved discount rates and therefore greater flexibility of purchasing.

Retention of Title

- Madison reserve the right to close the account at any point in the year should the ownership of the business change.
- All customers of Madison are required to enter into our Retention of Title agreement, dated '1/2/03'. This is a standard requirement of Madison's external finance agencies and failure to fulfill this requirement may negate access to open account terms. If you have not entered into such an agreement or are unsure please phone Madison Office Administration on 020 8385 3385.
- 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.
- Due to proven abuse of the system Madison does not request nor offer 'Trade' references.

Payment Terms

- **Madison Credit Control contact : email : creditcontrol@madison.co.uk
Tel : 020 8385 3462 Monday to Friday 9am to 5.15pm. Fax : 020 8385 3443 7 days a week, 24 hrs a day.**
- All invoices are due for payment by the 15th of the month following date of invoice, eg order invoiced 5th January, payment to be received at Madison by 15th February.
- Where relevant invoices may qualify for Madison's settlement discount, prevailing at the time if full payment is received at Madison by the due date and if the account is fully up to date at that time.
- 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 at Madison by 13th of each month to allow for payment posting to accounts prior to the 15th of the month.

- With effect from 1/11/07 Madison reserves the right to levy an administration charge of 1% on all credit card transactions. This charge will be levied at the time of payment and will be liable to V.A.T. No administration charge is liable to payments made by debit cards. An invoice will be issued after the processing of any administration charge.
- 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.
It is advisable, as with any borrowings that Customers pre-notify Madison'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 allows a period of up to 4 weeks after the invoice due date in which queries may be resolved by Madison 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 eg order invoiced 5th January disputes must be settled & payment received at Madison 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 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 will separately surcharge the Customer's account £15.00.
- Madison 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 Madison 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 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 Madison's operating system which affects credit stop.
It is recommended that any such payments are notified separately in writing to Madison 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 address to be received no later than the due dates outlined above. Cheques 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, Burnell House, 8 Stanmore Hill, Stanmore, Middx HA7 3BQ.
Madison accepts no responsibility for the misappropriation of cheques made out to any other payee.
The risk related to posting cheques to Madison lies with the Customer until the cheque has been paid into Madison's bank account and the cheque has been cleared.

Limited Distribution

- From time to time products may be made available through limited distribution. This is dependant upon the requirements of the brand and the ability of the supply chain to meet demand. This currently applies to Ridgeback, Cervelo and Commencal, where distribution is reviewed annually.
- Madison only ensures the products it distributes meet the legal requirements of the countries where we are actively selling. Apart from certain Madison 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 but sold by you the retailer outside of the UK or Republic of Ireland unless the product is confirmed as compliant for such activity.

Intellectual Property

- Madison 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 by Madison to be brand damaging.
- Madison 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 unable to properly support those brands.
- Madison 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.
- Madison prohibits the price promoting of any Madison supplied brand, where the Madison supplied brand is specified.

Instore Service

- Every Independent Retailer is allocated a Madison sales agent who is independently responsible for servicing that business instore. If you are uncertain who your sales agent is please contact Sales Direct on 020 8385 3333.

Telephone Service

- Due to the erratic flow of incoming calls, it is impossible for Madison 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 Madison Office Administration on 020 8385 3385.
- 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 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.

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

By Web : WWW.MADISONB2B.CO.UK **By Fax :** Freefax 0800 1300 599 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 Distribution Centre, 74 Alston Drive, Bradwell Abbey, Milton Keynes MK13 9HA

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

By Fax : Freefax 0800 1300 599 7 days a week, 24 hrs a day

By Phone : Freephone 0800 1300 598 Telephone 01908 326032 Monday to Friday, 9.00am to 5.15pm

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

By Fax : Fax 020 8385 3443 7 days a week, 24 hrs a day

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

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.