



CONDITIONS OF SALE

interpretation

In these Terms:-

"Buyer" means the person who places an Order for the Goods;

"Contract" means the contract between the Buyer and the Seller for the sale and purchase of the Goods;

"Delivery Point" means the place stated in the Quotation to which the Goods are to be delivered;

"Goods" means the goods stated in the Quotation which the Seller is to supply in accordance with these Terms;

"Order" means the Buyer's order;

"Price" means the price of the Goods set out in the Quotation;

"Quotation" means the Seller's quotation for the Goods.

"Seller" means

"Terms" means these standard terms of sale and includes any special terms agreed in writing between the Buyer and the Seller;

Entire Agreement.

These Terms contain the whole agreement between the parties who confirm that they have not entered into the Contract in reliance on any representations that are not expressly incorporated in these Terms.

Basis of Sale,

The Seller shall sell and the Buyer shall purchase the Goods in accordance with these Terms which are applied to all Contracts to the exclusion of all other conditions including any conditions which the Buyer may purport to apply under any purchase order confirmation or similar document.

All Orders for Goods shall be deemed to be an offer by the Buyer to purchase the Goods pursuant to these Terms.

No Order submitted by the Buyer shall be binding on the Seller unless and until accepted either in writing or otherwise by the Seller.

Any variation to these Terms (including any special conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

Specifications.

The Buyer shall be responsible for ensuring the accuracy of any Order and providing any necessary information within a sufficient time to enable the Seller to perform the Contract in accordance with these Terms

The quantity, quality and description of the Goods and any specification for them shall be as set out in the Quotation.

If the Goods are to be manufactured or subjected to any process in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any person attributable to the Seller's use of the Buyers specification.

The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EU requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

No Order may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

The Buyer shall not acquire any right or interest and shall not use or disclose any intellectual property rights incorporated in either the Quotation or the Goods without the prior written consent of the Seller.

Price of the Goods.

The Price is exclusive of VAT and payment of the Price shall be due within 30 days of the date of the Sellers invoice (the Due Date).

The Price includes the cost of **packaging** and delivery to the Delivery Point. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller or any delay attributable to the Buyer.

The Seller may invoice the Buyer for the Price on or at any time after delivery of the Goods.

The cost of any returnable containers or pallets shall be charged to the Buyer in addition to the Price but full credit will be given to the Buyer provided that they are returned undamaged to the Seller before the Due Date.

In the event that full payment is not received by the Seller by the Due Date, the Seller may-

5.6.1 charge interest on overdue invoices from the Due Date on a day-to-day basis until full and Final payment is received in accordance with the Commercial Debts (Interest) Act 1998 together with any regulations thereunder;

5.6.2 cancel the Contract or suspend any further deliveries to the Buyer, or

5.6.3 appropriate any payment made by the Buyer to such of the Goods as the Seller may deem fit.

Delivery.

Delivery of the Goods shall be made by the Seller to the Delivery Point which if the Sellers premises shall be effected by the Seller notifying the Buyer that the Goods are ready for collection.

Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously expressly agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.

Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery, then without Limiting any other right or remedy available to the Seller, the Seller may-

6.4.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.4.2 sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses account to the Buyer for the excess over the Price under the Contract or charge the Buyer for any shortfall below the Price under the Contract

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Property and Risks.

Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to port. Property in the Goods shall notwithstanding delivery remain with the Seller until all sums due and owing by the Seller to the Buyer on any account have been paid

Pending the transfer of the property in the Goods-

7.3.1 the Buyer shall hold the Goods as the Seller's bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Seller's property; and

7.3.2 the Seller may at any time require the Buyer to deliver up the Goods to the Seller and in default the Buyer hereby grants the Seller a licence to enter upon any premises of the Buyer and any third party where the Goods are stored and repossess the Goods.

Warranties and Liability.

Subject to the following provisions the Seller warrants that the Goods will correspond with the Quotation and will be free from defects in material and workmanship for a period of 3 months from the date of their initial use or 3 months from delivery, whichever is the first to expire.

The Seller shall be under no liability under the above warranty;:-

8.2.1 in respect of any defect in the Goods arising from any specification supplied by the Buyer,

8.2.2 in respect of any defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions whether oral or in writing, misuse or alteration or repair of the Goods without the Seller's approval;

8.2.3 if the total Price for the Goods has not been paid by the Due Date; or

8.2.4 in respect of parts, materials or equipment not manufactured by the Seller in which case the Buyer shall only be entitled to the benefit of any such warranty as is given by the manufacturer to the Seller.

A claim under the above warranty shall be notified to the Seller within seven days from the date of delivery or where the defect or failure was not apparent on reasonable inspection within a reasonable time after discovery of the defect or failure, in default of which the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the Price in full

Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the unfair Contract Terms Act 1977) all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Where a valid claim is made under the above warranty, the Seller may, at its discretion, either replace the Goods or refund to the Buyer, the Price of the Goods in which case the Seller shall have no further liability to the Buyer.

Except in respect of death or personal injury caused by the Seller's negligence or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever whether caused by the negligence of the Seller, its employees or agents or otherwise which arise out of or in connection with the supply of the Goods including any delay in supplying or failure to supply the Goods in accordance with the Contract or at all or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the Price except as expressly provided in these Terms.

Force Majeure.

Neither party shall be liable for any delay or defect due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest, or other event beyond the reasonable control of either party.

If any obligation under this agreement cannot be performed for a continuing period of 3 months as a result of one or more of the events described in 9.1 then either party may terminate the agreement by notice in writing at the end of this period

Arbitration.

Any disputes which may arise between the parties concerning the Contract shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators for determination in accordance with the Arbitration Act 1996.

Termination.

The Seller may terminate this agreement at any time and without further obligation to the Buyer by notice in writing if the Buyer becomes insolvent or an order is made or a resolution passed for the winding up of the Buyer (other than for the purpose of a solvent amalgamation or reconstruction) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets.

General.

The Buyer may not assign any of its rights or obligations under the Contract without the prior written consent of the Seller.

The Buyer will at all times keep confidential all information acquired in consequence of or pursuant to this Contract save as may be required by law or where such information is in the public domain other than due to the Buyer's breach

A notice to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business.

No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected. The Buyer acknowledges and by submitting an Order consents to the processing and disclosure by the Seller of personal data relating to the Buyer relevant to any credit which may from time to time be afforded by the Seller to credit reference agencies, banks and credit insurers and that such organisations may process the data provided.

This agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the jurisdiction of the courts of England and Wales.

For the purposes of the Contracts (Rights of Third Parties) Act 1999, this agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.