

STANDARD TERMS AND CONDITIONS OF THE SALE OF GOODS

1. Application of Terms and Conditions

- 1.1 The Seller shall sell the Goods to the Buyer in accordance with any quotation or order of the Buyer which is accepted by the Buyer, or any other terms and conditions of the Seller [or the Contract attached hereto as Schedule 1].
- 1.2 These Terms and Conditions shall prevail over any other terms and conditions of any such quotation is accepted or any such order is made or purported to be made or purported to be made.

2. Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

“Business Day” means any day other than a Saturday, Sunday or bank holiday;

“Buyer” means the person who accepts a quotation or offer of the Goods or whose order for the Goods is accepted by the Seller;

“Contract” means the purchase and sale of the Goods, whether written or oral, and be subject to, these Terms and Conditions [and is attached hereto as Schedule 1];

“Contract Price” means the price payable for the Goods in the Contract payable for the Goods;

“Delivery Date” means the date on which the Goods are to be delivered to the Buyer in accordance with the Buyer's order and accepted by the Seller in the Contract;

“Goods” means the goods being sold, including any instalment of the goods which the Seller is to supply in accordance with the Contract;

“Month” means a calendar month; and

“Seller” means <<insert company name>>, a company registered in the United Kingdom under <<insert company number>> and includes all persons acting on behalf of <<insert company name>>.

- 2.2 Unless the context otherwise requires, any reference in these Terms and Conditions to a document shall be construed as a reference to any document in writing or by electronic or facsimile transmission or any other means of communication.

- 2.2.1 “writing”, and any reference to a document in writing, includes a reference to any document in writing or by electronic or facsimile transmission or any other means of communication.

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2.2.2 a statute or regulation is a reference to that statute or regulation as it exists at the relevant time;

2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

2.2.4 a Schedule is a reference to a Schedule of these Terms and Conditions; and

2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (or a paragraph of the relevant Schedule).

2.2.6 a “Party” or “parties” is a reference to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.

2.4 Words imparting the singular include the plural and vice versa.

2.5 References to any gender include the other gender.

3. Basis of Sale

3.1 The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into a contract, the Buyer acknowledges that it does not rely on, and waives, any such representations which are not so confirmed.

3.2 No variation to the terms of the Contract, or to the Contract, shall be binding unless agreed in writing by the authorised representatives of the Buyer and the Seller.

3.3 Sales literature, price lists, catalogues or other documents issued by the Seller in relation to the Goods are for information only and do not constitute an offer of acceptance. No contract for the sale of the Goods shall be entered into by the Seller unless the Seller has issued a quotation which is effective and the Buyer has accepted to sell the Goods or has accepted an order placed by the Buyer as the earlier of:

3.3.1 the Seller’s written offer;

3.3.2 delivery of the Goods;

3.3.3 the Seller’s invoice.

3.4 Any typographical, clerical or other errors or omissions in any sales literature, quotation or other document shall be subject to correction without any liability on the part of the Seller.

4. Orders and Specification

4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller’s authorised representative.

4.2 The specification for the Goods shall be that set out in the Seller’s sales literature or in the Buyer’s order (if such specification is set out in the Buyer’s order).

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variation(s) is/are at least the minimum units or multiples of those units. Orders for quantities other than these will be adjusted accordingly.

4.3 Illustrations, photographs, price lists or other documents, whether in catalogues, brochures, or otherwise, which the Seller are intended as a guide only and shall not be binding.

4.4 The Seller reserves the right to make changes in the specification of the Goods which are not in conflict with any applicable safety or other statutory or regulatory requirements, provided that the Goods are to be supplied to the Buyer's specification and that such changes do not materially affect their quality or performance.

4.5 No order which has been accepted by the Buyer except with the express written consent of the Buyer shall indemnify the Seller for all loss (including loss of profit), costs (including the cost of materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.

5. Price

5.1 The Contract Price shall be the price listed in the Seller's price list at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer.

5.2 Where the Seller has published a price list, the price quoted shall be valid for <<insert number of days>> days only, unless the Seller may specify.

5.3 The Seller reserves the right to give notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller of the Goods (including, without limitation, any increase in the costs of labour, materials or other factors beyond the control of the Seller) or any change in delivery dates, quantities or specifications requested by the Buyer, or any delay caused by the Buyer or failure of the Buyer to give the Seller adequate notice.

5.4 [The Seller [will] Offer quantity discounts subject to and in accordance with the Seller's published price list for the Goods current at the date of the Buyer's order.]

5.5 [Any settlement discount offered by the Seller to the Buyer shall be allowed by the Seller on or before the payment terms set out in the Conditions and provided that no other amounts owing to the Seller are overdue and unpaid.]

5.6 Except as otherwise provided in any quotation or in any price list published by the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices shall be exclusive of the Seller's charges for packaging and transport.

5.7 The Contract Price shall be exclusive of any applicable value added tax, excise, or other taxes or levies which are imposed or charged by any

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- the Goods (less any discount or other deduction, credit or set off) the date of the Seller's invoice or terms as may have been agreed in respect of the Contract. Payment pending that delivery may not have goods has not passed to the Buyer. Price shall be of the essence of the Contract and only upon request.

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- any customer or buyer who has factory to the Seller. If at any time worthiness of the Buyer it may give credit will be allowed to the Buyer delivered to the Buyer other than sub-Clause 6.2 of these Terms the Buyer to the Seller shall be

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- Seller delivering the Goods to the Buyer's order and/or the Seller's location to which the Goods are to be delivered is so specified, by the Buyer at any time after the Seller has received payment for collection.

- Time for delivery shall not be of the seller in writing. The Goods may be delivered upon giving reasonable

- instalments, each delivery shall by the Seller to deliver any one or on these Terms and Conditions or one or more instalments shall not whole as repudiated.

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7.4 If the Buyer fails to take delivery of the Goods on the Delivery Date and/or does not give its consents or authorizations by that date, the Seller shall store or arrange for storage of the Goods in accordance with the provisions of sub-Clause 7.3 and delivery shall be deemed to have taken place. The Buyer shall pay to the Seller all costs and charges arising from such failure.

8. Non-Delivery

8.1 If the Seller fails to deliver any part thereof on the Delivery Date other than for reasons beyond its reasonable control or the Buyer's or its carrier's fault:

8.1.1 if the Seller fails to deliver the Goods at any time thereafter] **OR** [within <<insert period>> days after the Delivery Date] the Seller shall have no liability in respect of such late delivery.

8.1.2 if the Buyer receives notice of non-delivery of the Goods within <<insert period>> Business Days after receiving such notice the Buyer's liability shall be limited to the cost to the Buyer (in the cheapest available mode of transport) of those not delivered over the price of the Goods.

9. Inspection/Shortage

9.1 The Buyer is under no liability to inspect the Goods on delivery or on collection as to quantity or quality.

9.2 Where the Goods are delivered by carrier, the carrier's note or such other note as may be appropriate shall be taken as evidence of quantity and quality.

9.3 The Seller shall be liable for any damage or shortages that would be apparent on receipt of the Goods if the provisions of this Clause 9 are not complied with. The Seller shall be under no liability if a written complaint is not delivered to the Seller within <<insert period>> Business Days of delivery detailing the shortage.

9.4 In all cases where the Buyer has complained of the Seller shall be under no liability in respect of any Goods damaged in transit as otherwise shall be under no liability for damage.

9.5 Subject to sub-Clause 9.4, the Seller shall make good any shortage in the Goods and will replace any Goods damaged in transit as soon as it is reasonably practicable and at its expense, provided that the damage whatsoever arising from such failure.

10. Risk and Retention of Title

10.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:

the Goods or any part of them on the Delivery Date and/or does not give its instructions, documents, licences, etc. to enable the Goods to be delivered on the Delivery Date. The Seller shall give written notice to the Buyer to take delivery of the Goods and then notwithstanding the Seller's failure to deliver the Goods shall pass to the Buyer, the risk of damage to or loss of the Goods and the Buyer shall pay to the Seller all costs and charges arising from such failure.

any part thereof on the Delivery Date other than for reasons beyond its reasonable control or the Buyer's or its carrier's fault:

at any time thereafter] **OR** [within <<insert period>> days after the Delivery Date] the Seller shall have no liability in respect of such late delivery.

the Seller within <<insert period>> Business Days after receiving such notice and the Seller fails to deliver the Goods within <<insert period>> Business Days after receiving such notice the Buyer's liability shall be limited to the cost to the Buyer (in the cheapest available mode of transport) of those not delivered over the price of the Goods.

to inspect the Goods on delivery or on collection as to quantity or quality.

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pass to the Buyer at:

- 10.1.1 in the case of delivery of the Goods at the Seller's premises, the time when the Seller makes the Goods available for collection; or
- 10.1.2 in the case of delivery of the Goods at any other premises, the time when the Buyer wrongfully fails to take delivery of the Goods after the Seller has tendered delivery of the Goods.
- 10.2 Notwithstanding the provisions of these Terms and Conditions, the legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment of the price of the Goods.
- 10.3 [Sub-Clause 10.2 notwithstanding, the legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment of the price of the Goods and any other goods supplied by the Seller, and until the Buyer has paid all moneys owed to the Seller, whether or not such moneys are due.]
- 10.4 Until payment has been received by the Seller in accordance with these Terms and Conditions and until the legal title in the Goods has passed to the Buyer, the Buyer shall hold the Goods as bailee for the Seller and the Buyer shall be responsible for the Goods separately and in an appropriate manner, and shall be identified as being supplied by the Seller and shall insure the Goods against all reasonable risks.
- 10.5 The Buyer shall not create any security for any indebtedness to the Seller, or in any way charge by way of security any of the Goods which remain the property of the Seller, or any part of the Goods, or any money owing by the Buyer to the Seller, or any part of such money, or any remedy of the Seller) forthwith.
- 10.6 The Seller reserves the right to enter any Goods in which the Seller retains title without the consent of the Buyer, and the Seller may authorise the Seller to enter the Buyer's premises at any time during business hours for the purpose of inspecting the Goods to ensure compliance with the requirements of sub-Clause 10.4.
- 10.7 The Buyer's right to the legal and beneficial title in the Goods in which the Seller maintains title shall be subject to the following conditions:
- 10.7.1 the Buyer commits a material breach of his obligations under these Terms and Conditions;
- 10.7.2 the Buyer enters into a liquidation arrangement under Parts I or VIII of the Insolvency Act 1986 (as amended), or a similar arrangement is made with his creditors;
- 10.7.3 the Buyer is subject to a bankruptcy order or takes advantage of any provision for the relief of insolvent debtors;
- 10.7.4 the Buyer commences proceedings with its creditors, enters into voluntary liquidation, or enters into a receivership, or a receiver, manager, administrator or liquidator is appointed in respect of its assets or undertaking, or any part of its assets or undertaking, or any part of its undertaking is filed with the court for the purpose of the winding up of the Buyer, notice of which is given by the Buyer or any of its

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12.5 Subject as express terms and Conditions, and except where the Goods are sold by the Seller, all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.

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12.6 Except in respect of injury caused by the Seller's negligence, or as otherwise provided in these Terms and Conditions, the Seller shall not be liable in respect of any representation, or any implied warranty, condition or duty at common law or under statute, or under the Contract, for any direct or consequential loss or damage suffered by the Buyer (including without limitation loss of profit), costs, expenses or other claims for consequential loss or damage (whether caused by the negligence of the Seller or otherwise) which arise out of or in connection with the use or resale by the Buyer.

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12.7 The Buyer shall be responsible for handling and packing the Goods in accordance with instructions as to the handling, packing or labelling of the Goods given by the Seller. The Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer in connection with the handling and packing of the Goods by the Buyer is in compliance with all requirements and that handling and packing of the Goods by the Buyer is in accordance with directions given by the Seller or any governmental or regulatory authority and the Buyer's failure to comply with this condition.

13. Buyer's Default

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13.1 If the Buyer fails to pay the price due by the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

13.1.1 cancel the order and refuse to make further deliveries to the Buyer;

13.1.2 appropriate to the Buyer to such of the Goods (or part of the Goods) as are the subject of the contract between the Buyer and the Seller as to fit (notwithstanding any purported title) to the Seller; and

13.1.3 charge the Buyer with interest (to be calculated from time to time, until payment in full is made (and whether or not the Seller has made any judgement) on the amount unpaid at the rate of <insert percentage>>% per annum above <<insert rate>> per annum) and the Buyer shall be treated as a full month for the purpose of calculating interest.

13.2 This condition applies to the Buyer if:

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13.2.1 the Buyer fails to pay the price due by the due date or is otherwise in breach of the terms of the contract;

13.2.2 the Buyer becomes insolvent or enters into a voluntary arrangement or a composition or a scheme of arrangement or the Insolvency Act 1986 or the Insolvency Act 1994 (as amended) or (being an individual or partnership) goes into liquidation or (being a company) goes into administration or enters into a voluntary arrangement or a composition or a scheme of arrangement or the Insolvency Act 1986 or the Insolvency Act 1994 (as amended) or (being an individual or partnership) goes into liquidation or (being a company) goes into administration;

13.2.3 an encumbrance is placed on the property of the Buyer or a receiver is appointed, of any part of the assets of the Buyer;

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13.2.4 the Buyer ceases to carry on business; or

13.2.5 the Seller rescinds the Contract and notifies the Buyer that any of the events mentioned above is about to occur or has occurred, and the Seller notifies the Buyer accordingly.

13.3 If sub-Clause 13.2 applies, the Seller shall be entitled to any other right or remedy available to the Seller and shall be entitled to cancel the Contract or suspend any further performance of the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall nevertheless be payable by the Buyer notwithstanding any previous agreement or arrangement.

14. Limitation of Liability

14.1 Subject to the provisions of sub-Clause 12 the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents, sub-contractors) to the Buyer in respect of:

14.1.1 any breach of the Seller's obligations under the Conditions or the Contract;

14.1.2 any use made of the Goods (including any modifications) or resale by the Buyer or any other person of any product incorporating any of the Goods; and

14.1.3 any representation made by the Seller or its employees, agents or sub-contractors, negligent or otherwise, in connection with the Contract.

14.2 All warranties, conditions, promises and other obligations implied by statute or common law (including section 2 of the Sale of Goods Act 1979) shall be excluded from the Contract.

14.3 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller:

14.3.1 for death or personal injury caused by the Seller's negligence;

14.3.2 for any matter which is held to be illegal for the Seller to exclude or limit liability for;

14.3.3 for fraud or fraudulent misrepresentation.

14.4 Subject to sub-Clause 14.3:

14.4.1 the Seller's total liability shall be limited to the amount of the Contract Price (including negligence or breach of contract, restitution or otherwise, arising in connection with the contemplated performance of the Contract) and the Contract Price; and

14.4.2 the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of goodwill or otherwise, in connection with the contemplated performance of the Contract, or any claims for consequential, or any claims for damages (howsoever caused) which arise out of or in connection with the Contract.

15. Confidentiality, Publication

15.1 The Buyer will regard the Contract and all information obtained by the Buyer relating to the Seller's products of the Seller and will not

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information without the Seller's prior
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reason of the Buyer's default.

15.2 The Buyer will not u
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any other person to use any name,
which the Seller is licensed to use
remises, note paper, visiting cards,
in any other manner whatsoever
authorised in writing by the Seller

15.3 The Buyer will use
with this Clause 15

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15.4 The provisions of th

the termination of the Contract.

16. Communications

16.1 All notices under th
in writing and be c
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ns and under the Contract shall be
igned by, or on behalf of, a duly
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16.2 Notices shall be de

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business hours of the recipient; or

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transmission

mile or e-mail and a successful
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g mailing, if mailed by airmail,

16.3 All notices under
address, e-mail add

be addressed to the most recent
r notified to the other Party.

17. Force Majeure

Neither Party shall be liab
where such failure or dela
control of that Party. Su
Internet Service Provider
earthquakes, acts of terror
that is beyond the control o

ay in performing their obligations
se that is beyond the reasonable
are not limited to: power failure,
, civil unrest, fire, flood, storms,
mental action or any other event

18. Waiver

The Parties agree that no
provision in these Terms
waiver of the right to sub
Such failure shall not be
breach and shall not consti

to enforce the performance of any
er the Contract shall constitute a
provision or any other provision.
of any preceding or subsequent

19. **Severance**

The Parties agree that, in the event that any provision of these Terms and Conditions or the Contract is held to be unlawful, invalid or otherwise unenforceable, that / those provisions shall nevertheless be severed from the remainder of these Terms and Conditions and the Contract shall remain in full force and effect.

Any provision of the provisions of these Terms and Conditions which is held to be unlawful, invalid or otherwise unenforceable shall nevertheless be severed from the remainder of the Contract). The remainder of the Contract shall remain in full force and effect.

20. **Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

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21. **Law and Jurisdiction**

21.1 These Terms and Conditions shall be governed by, and the jurisdiction shall lie with, the laws of England and Wales.

The Contract (including any non-contractual obligations or associated therewith) shall be governed by, and the jurisdiction shall lie with, the laws of England and Wales.

21.2 Any dispute, controversy or claim between the Parties relating to the Contract (including any non-contractual obligations or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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THIS AGREEMENT is made this _____ day of _____

BETWEEN:

(1) <<Name of Seller>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>>] (“the Seller”)

(2) <<Name of Buyer>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>>] (“the Buyer”)

WHEREAS:

(1) The Seller is in the business of selling <<insert description of goods>> goods and hereby agrees to sell those goods (the “Goods”) in accordance with, and subject to, the Terms and Conditions of the Contract.

(2) The Buyer wishes to purchase <<insert description of goods>> goods in accordance with, and subject to, the Terms and Conditions of the Contract.

IT IS AGREED as follows:

1. **The Contract**

1.1 Any and all references to “the Contract”, “the Terms and Conditions” and “the Contract or the attached conditions”, all of which shall constitute a contract for the sale of the Goods between the Seller and the Buyer.

1.2 By executing this Contract, the Parties hereby agree to be bound by, and subject to, the Terms and Conditions and the provisions of this Contract.

2. **The Goods, Contract Price and Delivery**

2.1 The Seller shall sell the Goods in accordance with the Terms and Conditions and shall deliver the Goods to the Buyer’s nominated delivery address at <<insert delivery address>>.

2.2 The Buyer shall pay the price of the Goods in accordance with the Seller’s invoice for the same.

2.3 [The following settlement details shall apply to the Goods: <<insert details of settlement discount>>]

Description of Goods	Contract Price	Delivery Date

IN WITNESS WHEREOF this Agreement was executed the day and year first before written

SIGNED by
<<Name and Title of person signing
for and on behalf of <<Seller's Name

In the presence of
<<Name & Address of Witness>>

SIGNED by
<<Name and Title of person signing
for and on behalf of <<Buyer's Name

In the presence of
<<Name & Address of Witness>>