

STANDARD TERMS AND CONDITIONS OF THE SALE OF GOODS

1. Application of 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 Seller; and
- 1.2 These Terms and Conditions shall apply to the Contract to the exclusion of any other terms and conditions, whether written or oral, 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 on the terms and conditions set out in the Contract;

“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;

“Goods” means the goods or services being sold, including any instalment of the goods or services which the Seller is to supply in accordance with the Terms and Conditions;

“Month” means a calendar month; and

“Seller” means the person or company (whether or not a company) by name or under <<insert company name>> and includes all persons or companies acting on behalf of <<insert company name>>.

- 2.2 Unless the context otherwise requires, any reference in these Terms and Conditions to:

2.2.1 “writing”, and any reference to any document, includes a reference to any document, whether or not it is in electronic or facsimile transmission or any other form of communication;

2.2.2 a statute or regulation, includes a reference to that statute or regulation as it applies at the relevant time;

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2.2.3 "these Terms and Conditions" shall mean a reference to these Terms and Conditions as amended or supplemented at the relevant time.

2.2.4 a Schedule in these Terms and Conditions; and

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

2.2.6 a "Party" or "parties" shall mean 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 shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

3. Basis of Sale

3.1 The Seller's employment of any sales representatives shall not be authorised to make any representations or warranties unless confirmed by the Seller in writing. In entering into any 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 sale shall be binding unless agreed in writing between the authorised representative of the Buyer and the Seller.

3.3 Sales literature, price lists and 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 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 by the Seller's authorised representative.

4.2 The specification for the Goods shall be that set out in the Seller's sales literature. Any variation(s) in the Buyer's order (if such variation(s) is/are at all) shall be subject to the minimum units specified in the Seller's price list or in multiples of those units. Orders for quantities other than these will be adjusted to the nearest multiple.

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accordingly.

4.3 Illustrations, photographs, price lists or other documents shall be for information 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 accordance with any applicable statutory or regulatory requirements, provided that the Buyer's specific requirements for performance are not affected.

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 costs (including the cost of materials used) and expenses incurred as a result of such cancellation.

5. Price

5.1 The price of the Goods shall be as listed in the Supplier's <<insert reference>> of acceptance of the Buyer's order or such other document in writing by the Seller and the Buyer.

5.2 Where the Seller has agreed to supply the Goods other than in accordance with the Seller's published price list, the quoted price shall be valid for <<insert period>> days only.

5.3 The Seller reserves the right, 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 resources) or any change in delivery dates, quantities or specifications which are requested by the Buyer, or any delay caused by the Buyer or failure of the Buyer to place the order.

5.4 [The Seller [will] or may, in accordance with the Goods current and published price list, apply quantity discounts subject to and in accordance with the Seller's published price list for the Buyer's order.]

5.5 [Any settlement discount allowed 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 stated in any quotation or in any price list of 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 price is exclusive of any value added tax, excise, sales taxes or levies of a similar nature imposed or charged by any competent fiscal authority in relation to the Goods which the Buyer shall be additionally

whether in catalogues, brochures, price lists or other documents intended as a guide only and shall not be binding.

changes in the specification of the Goods which are not in accordance with any applicable safety or other regulatory requirements, provided that the Goods are to be supplied to the Buyer's specific requirements for performance are not affected.

The Seller may be cancelled by the Buyer at any time, without notice, of the Seller on the terms that 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 as a result of such cancellation.

as listed in the Supplier's <<insert reference>> of acceptance of the Buyer's order or such other document in writing by the Seller and the Buyer.

the Goods other than in accordance with the Seller's published price list, the quoted price shall be valid for <<insert period>> days only.

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ue added tax, excise, sales taxes or levies of a similar nature imposed or charged by any competent fiscal authority in relation to the Goods which the Buyer shall be additionally

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- agreement between the Buyer and the Seller, the price of the Goods on or at any time when the Goods are to be collected by the Buyer, the delivery of the Goods, in which the Buyer for the price at any time when the Goods are ready for collection by the Seller, the delivery of the Goods.

- goods (less any discount or credit deduction credit or set off) within 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 taken place and the title to the goods has not passed to the Buyer. This is of the essence of the Contract. On request.

- er as indicated on the form of

- to any customer or buyer who has no direct relationship with the Seller. If at any time the Buyer determines the creditworthiness of the Buyer it may give credit will be allowed to the Buyer delivered to the Buyer other than the terms of sub-Clause 6.2 of these Terms and Conditions. Any payment to the Seller shall be immediately

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- Seller delivering the Goods to the Buyer's order and/or the Seller's Goods are to be delivered by the Buyer, by the Buyer collecting the Goods after the Seller has notified the Buyer.

- Time for delivery shall not be of the essence unless stated in writing. The Goods may be delivered on or before the Delivery Date 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.

- Goods or any part of them on the instructions, documents, licences, enable the Goods to be delivered on giving written notice to the Buyer to Goods and then notwithstanding the Goods shall pass to the Buyer.

delivery shall be delivered to the Buyer and the Buyer shall pay to the Seller all costs and charges arising from such failure.

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8. Non-Delivery

- 8.1 If the Seller fails to deliver the Goods in whole or in part thereof on the Delivery Date or any part thereof on the Delivery Date other than for reasons beyond the Seller's 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 the period specified in the contract the Seller shall have no liability in respect of such late delivery.
- 8.1.2 if the Buyer receives the Goods on the Delivery Date and the Seller fails to deliver the Goods within the period specified in the contract 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 the case may be.
- 9.2 Where the Goods are delivered by carrier the Buyer's note or such other note as may be required by the carrier shall be sufficient.
- 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 nature of the shortage.
- 9.4 In all cases where the Buyer has complained of the Seller shall be under no liability in respect of any damage or shortage if the Buyer is supplied to the Seller with a written complaint made thereof or any alteration or modification is made to the Goods.
- 9.5 Subject to sub-Clause 9.4 the Seller shall make good any shortage in the Goods and will deliver replacement Goods as soon as it is reasonably practicable to do so, but in any event not later than whatsoever arising from the shortage.

10. Risk and Retention of Title

- 10.1 Risk of damage to the Goods shall pass to the Buyer at:
- 10.1.1 in the case of delivery to the Buyer at the Seller's premises, the time when the Seller delivers the Goods to the Buyer for collection; or
- 10.1.2 in the case of delivery to the Buyer at any other premises, the time when the Buyer wrongfully fails to take delivery of the Goods.

- delivery of the Goods to the Buyer when the Seller has tendered delivery of the Goods.
- 10.2 Notwithstanding the above, the Seller shall retain legal and beneficial title of the Goods until the Buyer has received in cash or cleared funds payment for the Goods.
- 10.3 [Sub-Clause 10.2 notwithstanding, the Seller shall retain legal and beneficial title of the Goods until the Buyer has received in cash or cleared funds payment for the Goods and any other goods supplied by the Seller and the Buyer shall ensure that the Goods are not sold or otherwise disposed of to the Seller, regardless of how such indebtedness is satisfied.]
- 10.4 Until payment has been received in full by the Seller in accordance with these Conditions and title to the Goods shall remain with the Seller, the Buyer shall be in possession of the Goods and the Buyer shall store the Goods separately from the Seller's other goods, in a secure environment, shall ensure that they are identifiable as the Seller's and shall insure the Goods against all reasonable risks.
- 10.5 In the event that the Buyer sells the Goods to a third party before the Seller has received in full payment for the Goods under these Terms and Conditions, the Buyer shall ensure that the proceeds of the sale (net of any such proportion as is due to the Seller) shall be held in a separate account for the Seller. The Buyer shall ensure that such moneys are not commingled with any other moneys and are in no way mixed with, any other moneys held on the Seller's behalf are identified as the Seller's.
- 10.6 [The Seller may, in accordance with the provisions of the Companies Act 2006, register any charge created by the Buyer under these Conditions.]
- 10.7 The Buyer shall not create any charge by way of security for any indebtedness of the Buyer to the Seller, but if the Buyer does so, the Seller shall (without prejudice to any other remedy of the Seller) forthwith become due and payable.
- 10.8 The Seller reserves the right to enter the Buyer's premises at any time for the purpose of repossessing the Goods or inspecting the Goods to ensure compliance with the requirements of sub-Clause 10.4.
- 10.9 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall be subject to the following conditions:
- 10.9.1 the Buyer cannot assign or sub-license his obligations under these Conditions;
- 10.9.2 the Buyer cannot enter into any arrangement under Parts I or VIII of the Insolvency Act 1986 (as amended), or any other arrangement is made with his creditors;
- 10.9.3 the Buyer is not subject to a bankruptcy order or takes advantage of any provision for the relief of insolvent debtors;

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10.9.4 the Buyer cannot be held liable for its creditors, enters into voluntary or compulsory liquidation, receivership or compulsory administration or any part thereof, or the appointment of a receiver, or the intention to do so, or the appointment of directors or the passing of a resolution in paragraph 10.9.4 is passed or the Buyer or for the Buyer, or any possible insolvency

its creditors, enters into voluntary receivership, manager, administrator or liquidation in respect of its assets or undertaking or any part thereof, or any proceedings are filed with the court for the winding up of the Buyer, notice of which is given by the Buyer or any of its directors or the appointment of a receiver or charge-holder (as defined in the Insolvency Act 1986), a resolution of any court for the winding up of the Buyer or an administration order in respect of the Buyer or any proceedings related to the insolvency or

11. Assignment

11.1 The Seller may assign all or any part of it to any person, firm or company without the consent of the Buyer.

11.2 The Buyer shall not assign the Contract or any part of it without the prior written consent of the Seller.

any part of it to any person, firm or company without the prior written consent of the Buyer.

The Buyer shall not assign the Contract or any part of it without the prior written consent of the Seller.

12. Defective Goods

12.1 If on delivery any of the Goods are found to be defective, the Buyer lawfully received for on delivery as "not known" the Buyer gives written notice of such defect within <insert period>> Business Days of such delivery, the Seller shall:

in any material respect and either be defective Goods or, if they are signed "not known" the Buyer gives written notice of such defect within <insert period>> Business Days of such delivery, the Seller shall:

12.1.1 replace the defective Goods with new Goods of the same description receiving the same delivery;

<insert period>> Business Days of such delivery, the Seller shall:

12.1.2 refund to the Buyer the price of the defective Goods (or parts thereof, as appropriate);

those Goods (or parts thereof, as appropriate);

but the Seller shall not be liable for any loss or damage suffered by the Buyer may not be recovered from the Buyer as set out in clause 12.3.

to the Buyer in respect thereof and the Seller is not refused or notice give by the Buyer as set out in clause 12.3.

12.2 No Goods may be returned to the Seller. Subject to the above, if the Goods were supplied subject to a trial or condition which would not be apparent on inspection, the Seller's sole discretion shall be to replace such defective Goods free of charge or, at the Buyer's option, to credit to the Buyer the price of such defective Goods.

without the prior agreement in writing of the Seller. Subject to the above, if the Goods were supplied subject to a trial or condition which would not be apparent on inspection, the Seller's sole discretion shall be to replace such defective Goods free of charge or, at the Buyer's option, to credit to the Buyer the price of such defective Goods.

12.3 If the Buyer purchases Goods for resale, the Buyer shall return the Goods or any part of such Goods to the Seller within <<insert period>> Business Days of delivery, provided always that the Buyer exercising such option shall:

six months of the launch of such Goods or any part of such Goods to the Seller within <<insert period>> Business Days of delivery, provided always that the Buyer exercising such option shall:

12.3.1 return such Goods to the Seller in the same condition as received;

; and

12.3.2 indemnify the Seller for any loss or damage incurred by the Seller in rectifying any deterioration or damage caused by incorrect storage or use while in the possession of the Buyer.

incurred by the Seller in rectifying any deterioration or damage caused by incorrect storage or use while in the possession of the Buyer.

12.4 The Seller shall be liable for any loss or damage suffered by the Buyer in respect of any defect arising from fair

of any defect arising from fair

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wear and tear, or conditions, failure to (in writing), misuse or or any other act or or any third party.

negligence, subjection to normal instructions (whether given orally or in writing) without the Seller's prior approval, the Buyer, its employees or agents

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12.5 Subject as express where the Goods are for sale, all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by

Terms and Conditions, and except for sale, all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by

12.6 Except in respect of negligence, or as otherwise provided, the Seller shall not be liable for any implied warranty, condition, statute, or under any law, for consequential loss or limitation of loss of profit or claims for consequential loss or damage, the negligence of the Seller, out of or in connection with the Buyer.

injury caused by the Seller's negligence, or as otherwise provided, these Terms and Conditions, the Seller shall not be liable for any implied warranty, condition, statute, or under any law, for consequential loss or limitation of loss of profit or claims for consequential loss or damage, the negligence of the Seller, out of or in connection with the Buyer.

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12.7 The Buyer shall be responsible for instructions as to the handling or labelling of the Goods to comply with all applicable requirements for the sale of the Goods given by the Seller. The Buyer will indemnify the Seller against any loss or damage which the Seller might suffer in this condition.

ing that, except to the extent that the Goods are contained in the packaging or labelling of the Goods by the Buyer is in compliance with all applicable requirements and that handling and labelling of the Goods is in accordance with directions given by the Seller, the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer in this condition.

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13. Buyer's Default

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

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 return the Goods to the Seller;

cancel the order and return the Goods to the Buyer;

13.1.2 appropriate compensation for the goods supplied by the Seller) and for any loss or damage suffered by the Seller by appropriation of the Goods;

the Buyer to such of the Goods (or part of the Goods) as the Seller may determine in its sole discretion (notwithstanding any purported agreement to the contrary);

13.1.3 charge the Buyer with interest on the amount unpaid above <<insert percentage>>% per annum from time to time, until payment in full is made (a month shall be treated as a full month for the purpose of calculating interest).

and after any judgement) on the amount unpaid above <<insert percentage>>% per annum from time to time, until payment in full is made (a month shall be treated as a full month for the purpose of calculating interest).

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13.2 This condition applies to the Buyer's obligations hereunder or

any of its obligations hereunder or otherwise arising out of this contract;

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

administration order enters into a bankruptcy order or VIII of the Insolvency Act 1986

13.2.2 the Buyer becomes insolvent or enters into a bankruptcy order or VIII of the Insolvency Act 1986

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or the Insolvent
becomes ba

13.2.3 an encumbrance
of the property

13.2.4 the Buyer ceases to be a party to the contract

13.2.5 the Seller re
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accordingly.

13.3 If sub-Clause 13.2 is not available to the Seller, the Seller shall not suspend any further performance of the obligations of the Buyer, and if the Goods do not become immediately available, the Seller shall enter into an agreement or arrangement with a third party to supply the Goods.

14. Limitation of Liability

14.1 Subject to condition 14.2, the Claimant hereby irrevocably and exclusively sets out the entire facts or omissions of the Claimant in respect of:

14.1.1 any breach of

14.1.2 any use made of the Goods by the Buyer or the Goods; and

14.1.3 any representation of negligence a

14.2 All warranties, conditions, and exclusions (save for the conditions, warranties, and exclusions which are, to the fullest extent permitted by law, implied by the Consumer Rights Act 2015)

14.3 Nothing in these Terms shall be construed to obligate Seller to:

14.3.1 for death or

14.3.2 for any mat
attempt to ex

14.3.3 for fraud or f

14.4 Subject to sub-Clause

14.4.1 the Seller's title to the Goods is free of statutory charges, liens and claims in connection with the Goods, and the Contract shall be subject to the provisions of the applicable law.

14.4.2 the Seller shall be liable for the loss of profit in each case and the consequential damages that may arise out of the same.

994 or (being an individual or firm)
any) goes into liquidation;

or a receiver is appointed, of any
;

ase, to carry on business; or

that any of the events mentioned
to the Buyer and notifies the Buyer

judice to any other right or remedy
entitled to cancel the Contract or
contract without any liability to the
ed but not paid for the price shall
notwithstanding any previous

In addition 13, the following provisions shall apply to the Seller (including any liability for the Seller and sub-contractors) to the Buyer:

limited to modifications) or resale by
of any product incorporating any of

obvious act or omission including
action with the Contract.

implied by statute or common law (Section 2 of the Sale of Goods Act 1979) excluded from the Contract.

cludes or limits the liability of the

y the Seller's negligence:

legal for the Seller to exclude or

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ort (including negligence or breach
restitution or otherwise, arising in
contemplated performance of the
act Price; and

Buyer for any pure economic loss, diminution of goodwill or otherwise, in or consequential, or any claims for sever (howsoever caused) which Contract.

15. **Confidentiality, Publication**

- 15.1 The Buyer will regard the Contract and all information obtained by the Buyer relating to the products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that such obligation shall not apply to information which is in the public domain or is required to be disclosed by law on account of the Buyer's default;
- 15.2 The Buyer will not use or allow any other person to use any name, trademark, house mark or logo, or which the Seller is licensed to use in any other manner whatsoever, in any other manner whatsoever, in any other manner whatsoever, unless such use shall be specifically authorised in writing by the Seller;
- 15.3 The Buyer will use its best endeavours to ensure compliance with this Clause 15 by its employees, agents, sub-contractors, subcontractors and agents.
- 15.4 The provisions of this Clause 15 shall survive the termination of the Contract.

16. **Communications**

- 16.1 All notices under the Contract shall be in writing and be signed by, or on behalf of, a duly authorised officer of the Party to whom they are addressed.
- 16.2 Notices shall be deemed to have been given:
- 16.2.1 when delivered to the recipient's registered mail address;
 - 16.2.2 when sent, by email or e-mail and a successful transmission is confirmed;
 - 16.2.3 on the fifth business day after mailing, if mailed by national post;
 - 16.2.4 on the tenth business day after mailing, if mailed by airmail, provided that the postage prepaid.
- 16.3 All notices under the Contract shall be addressed to the most recent address, e-mail address or fax number notified to the other Party.

17. **Force Majeure**

Neither Party shall be liable for failure or delay in performing their obligations where such failure or delay is caused by an event that is beyond the reasonable control of that Party. Such events shall include, but are not limited to: power failure, strike, civil unrest, fire, flood, storms, war, terrorism, governmental action or any other event that is beyond the control of the Parties.

18. **Waiver**

The Parties agree that no failure to enforce the performance of any

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have no rights under the Contract Act 1999.

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act (including any non-contractual or associated therewith) shall be with, the laws of England and

claim between the Parties relating to this contract (including any non-contractual obligations) shall fall under the law of England and Wales.

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