

## 1. Application of Conditions

- 1.1 The Seller shall se with any quotation order of the Buyer v
- 1.2 These Terms and C other terms and cor purported to be a purported to be made

#### 2. Interpretation

2.1 In these Terms an following expression

"Business Day"

"Buyer"

"Contract"

"Contract Price"

"Delivery Date"

"Goods"

"Month"

"Seller"

2.2 Unless the context Conditions to:

> 2.2.1 "writing", an communicat similar mear

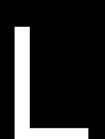
2.2.2 a statute or provision as













# THE SALE OF GOODS

Irchase the Goods in accordance n is accepted by the Buyer, or any Seller; and

e Contract to the exclusion of any any such quotation is accepted or or any such order is made or

e context otherwise requires, the anings:

an a Saturday, Sunday or bank

accepts a quotation or offer of the e Goods or whose order for the he Seller;

the purchase and sale of the ms and Conditions;

in the Contract payable for the

ch the Goods are to be delivered rer's order and accepted by the

ding any instalment of the goods vhich the Seller is to supply in Terms and Conditions;

th; and

ny name>>, a company nder <<insert company address>> and includes all of <<insert company name>>.

ch reference in these Terms and

ion, includes a reference to any nic or facsimile transmission or

is a reference to that statute or at the relevant time;

- 2.2.3 "these Term Conditions a relevant time
- 2.2.4 a Schedule
- 2.2.5 a Clause or Conditions ( Schedule.
- 2.2.6 a "Party" or Conditions.
- 2.3 The headings used and shall have n Conditions.
- 2.4 Words imparting the
- 2.5 References to any g

## 3. Basis of Sale

- 3.1 The Seller's emp representations co writing. In entering rely on, and waives are not so confirme
- 3.2 No variation to the between the author
- 3.3 Sales literature, prid to the Goods are s offers to sell the Go sale of the Goods s quotation which is e an order placed by
  - 3.3.1 the Seller's
  - 3.3.2 delivery of th
  - 3.3.3 the Seller's i
- 3.4 Any typographical, literature, quotation or information issue liability on the part of

### 4. Orders and Specification

- 4.1 No order submitted unless and until cor
- 4.2 The specification for documentation unl variation(s) is/are a the minimum units those units. Order

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reference to these Terms and amended or supplemented at the

rms and Conditions; and

e to a Clause of these Terms and s) or a paragraph of the relevant

the parties to these Terms and

nditions are for convenience only rpretation of these Terms and

clude the plural and vice versa. ther gender.

not authorised to make any less confirmed by the Seller in yer acknowledges that it does not f, any such representations which

binding unless agreed in writing e Buyer and the Seller.

nts issued by the Seller in relation nout notice and do not constitute of acceptance. No contract for the eller unless the Seller has issued a to sell the goods or has accepted s the earlier of:

al errors or omissions in any sales f offer, invoice or other document subject to correction without any

emed to be accepted by the Seller eller's authorised representative.

that set out in the Seller's sales in the Buyer's order (if such The Goods will only be supplied in eller's price list or in multiples of other than these will be adjusted

### accordingly.

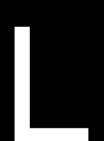
- 4.3 Illustrations, photog price lists or other only and shall not b
- 4.4 The Seller reserves Goods which are statutory or regulate the Buyer's specif performance.
- 4.5 No order which ha Buyer except with t Buyer shall indemni costs (including the and expenses incur

#### 5. Price

- 5.1 The price of the G document e.g. price order or such other Buyer.
- 5.2 Where the Seller has with the Seller's put period>> days only
- 5.3 The Seller reserves before delivery, to the cost to the Sel Seller (including, wi regulation, alteratio materials or other quantities or specifi any delay caused to give the Seller adeo
- 5.4 [The Seller [will] O in accordance with the Goods current a
- 5.5 [Any settlement dis by the Seller to the by the Seller on or payment terms set other amounts owin
- 5.6 Except as otherwise of the Seller, and u the Seller, all price transport.
- 5.7 The price is exclus or levies of a simila fiscal authority in re liable to pay to the \$









hether in catalogues, brochures, e Seller are intended as a guide

hanges in the specification of the h any applicable safety or other re the Goods are to be supplied to materially affect their quality or

Seller may be cancelled by the of the Seller on the terms that the st all loss (including loss of profit), aterials used), damages, charges ult of such cancellation.

listed in the Supplier's <<insert ate of acceptance of the Buyer's d in writing by the Seller and the

e Goods other than in accordance e quoted shall be valid for <<insert e Seller may specify.

en notice to the Buyer at any time Goods to reflect any increase in factor beyond the control of the gn exchange fluctuation, currency increase in the costs of labour, any change in delivery dates, ich are requested by the Buyer, or e Buyer or failure of the Buyer to actions.

quantity discounts subject to and the Seller's published price list for of the Buyer's order.]

eller in the Contract will be allowed ods for which payment is received otherwise in accordance with the Conditions and provided that no ler are overdue and unpaid.]

of any quotation or in any price list in writing between the Buyer and eller's charges for packaging and

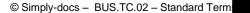
ue added tax, excise, sales taxes sed or charged by any competent ch the Buyer shall be additionally

## 6. Payment

- 6.1 Subject to any spe Seller, the Seller sh time after delivery of Buyer or the Buyer event the Seller sha after the Seller has or (as the case may
- 6.2 The Buyer shall p allowed by the Sell <<insert period>> otherwise in accord writing between the shall be made on taken place and/or t The time for the pa Receipts for payme
- 6.3 All payments shal acceptance or invoi
- 6.4 The Seller is not ob not supplied the Se the Seller is not sa notice in writing to t in which event no against cash pay conditions, all amou payable in cash.

# 7. Delivery

- 7.1 Delivery of the Goo place in the United acceptance as the Seller or, if no plac Goods at the Selle Buyer that the Good
- 7.2 The Delivery Date is essence unless pre delivered by the Se notice to the Buyer.
- 7.3 Where the Goods constitute a separa more of the instaln any claim by the B entitle the Buyer to
- 7.4 If the Buyer fails to Delivery Date and/ consents or author that date, the Seller store or arrange fo provisions of sub-0





iting between the Buyer and the he price of the Goods on or at any Goods are to be collected by the delivery of the Goods, in which he Buyer for the price at any time he Goods are ready for collection red delivery of the Goods.

ods (less any discount or credit deduction credit or set off) within date of the Seller's invoice or rms as may have been agreed in respect of the Contract. Payment nding that delivery may not have oods has not passed to the Buyer. be of the essence of the Contract. n request.

er as indicated on the form of

m any customer or buyer who has actory to the Seller. If at any time orthiness of the Buyer it may give credit will be allowed to the Buyer elivered to the Buyer other than ding sub-Clause 6.2 of these to the Seller shall be immediately

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

ime for delivery shall not be of the ller in writing. The Goods may be ivery Date upon giving reasonable

instalments, each delivery shall y the Seller to deliver any one or n these Terms and Conditions or one or more instalments shall not nole as repudiated.

oods or any part of them on the nstructions, documents, licences, ble the Goods to be delivered on iving written notice to the Buyer to ods and then notwithstanding the Goods shall pass to the Buyer, delivery shall be de Seller all costs and from such failure.

#### 8. Non-Delivery

- 8.1 If the Seller fails to other than for reaso its carrier's fault:
  - 8.1.1 if the Seller <<insert per of such late
  - 8.1.2 if the Buyer Business Da Goods withi notice the B limited to the available ma of the Goods

#### 9. Inspection/Shortage

- 9.1 The Buyer is under or on collection as t
- 9.2 Where the Goods c appropriate shall be
- 9.3 The Seller shall be be apparent on reas are not complied w complaint is not del of delivery detailing
- 9.4 In all cases where under no liability in is supplied to the S modification is mad
- 9.5 Subject to sub-Clau in the Goods and w soon as it is reaso whatsoever arising

# 10. Risk and Retention of Tit

- 10.1 Risk of damage to c
  - 10.1.1 in the case of when the S collection; or
  - 10.1.2 in the case premises, th

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ce and the Buyer shall pay to the age and insurance charges arising y part thereof on the Delivery Date easonable control or the Buyer's or

any time thereafter] OR [within

er shall have no liability in respect

he Seller within <<insert period>> e and the Seller fails to deliver the siness Days after receiving such er and the Seller's liability shall be cost to the Buyer (in the cheapest those not delivered over the price

e to inspect the Goods on delivery

arrier's note or such other note as

damage or shortages that would
n if the provisions of this Clause 9
ill be under no liability if a written
<<insert period>> Business Days
hortage.

complained of the Seller shall be n opportunity to inspect the Goods made thereof or any alteration or

ler shall make good any shortage any Goods damaged in transit as erwise shall be under no liability mage.

pass to the Buyer at:

at the Seller's premises, the time that the Goods are available for

ed otherwise than at the Seller's the Buyer wrongfully fails to take



delivery of the Goods

- 10.2 Notwithstanding de provision of these Goods shall not pa cleared funds paym
- 10.3 [Sub-Clause 10.2 n not pass to the Bu payment in full of th Seller and the Buye how such indebtedr
- 10.4 Until payment has Conditions and title in possession of the the Goods separat they are identifiable against all reasonat
- 10.5 In the event that the legal and beneficial the proceeds of the Seller) shall be he ensure that such m with, any other mo behalf are identified
- 10.6 [The Seller may, in 2006, register any d
- 10.7 The Buyer shall no security for any ind the Seller, but if the shall (without preju become due and pa
- 10.8 The Seller reserve retains title without the Buyer's premirepossessing the C Goods to ensure co of sub-Clause 10.4.
- 10.9 The Buyer's right t legal and beneficial
  - 10.9.1 the Buyer c under these
  - 10.9.2 the Buyer ei the Insolver amended), creditors;
  - 10.9.3 the Buyer is advantage o debtors;









h the Seller has tendered delivery

f risk in the Goods, or any other legal and beneficial title of the e Seller has received in cash or he Goods.

beneficial title of the Goods shall received in cash or cleared funds d any other goods supplied by the owed to the Seller, regardless of

Seller in accordance with these d to the Buyer, the Buyer shall be e Seller and the Buyer shall store te environment, shall ensure that Seller and shall insure the Goods

the Goods to a third party before nder these Terms and Conditions, such proportion as is due to the alf of the Seller. The Buyer shall ly from, and are in no way mixed all moneys held on the Seller's

orovisions of the Companies Act Conditions.]

or in any way charge by way of ods which remain the property of y owing by the Buyer to the Seller or remedy of the Seller) forthwith

any Goods in which the Seller ably authorises the Seller to enter iness hours for the purpose of ler retains title or inspecting the ge and identification requirements

ds in which the Seller maintains

material breach of his obligations

angement under Parts I or VIII of ent Partnerships Order 1994 (as r arrangement is made with his

t of a bankruptcy order or takes ovision for the relief of insolvent

10.9.4 the Buyer co or compulso administrativ or any part appointment intention to a directors or paragraph 1 is passed of Buyer or for Buyer, or an possible inso

## 11. Assignment

- 11.1 The Seller may as company without th
- 11.2 The Buyer shall not the prior written con

## 12. Defective Goods

- 12.1 If on delivery any of the Buyer lawfully re for on delivery as " notice of such defe such delivery, the S
  - 12.1.1 replace the receiving the

12.1.2 refund to th appropriate)

but the Seller shall the Buyer may not the Buyer as set ou

12.2 No Goods may be r of the Seller. Subje were supplied subj apparent on inspe Seller's sole discret such defective Goo

12.3 If the Buyer purcha goods the Buyer sh order within <<inse Buyer exercising su

12.3.1 return such

- 12.3.2 indemnify th any deterior while in the l
- 12.4 The Seller shall be

b the Buy ery is not hout the turned wi or cond blaced fi d or cred ve no fur six mont urn the G



its creditors, enters into voluntary ceiver, manager, administrator or espect of its assets or undertaking are filed with the court for the respect of the Buyer, notice of is given by the Buyer or any of its og charge-holder (as defined in Insolvency Act 1986), a resolution ny court for the winding up of the inistration order in respect of the enced relating to the insolvency or

part of it to any person, firm or the Buyer.

e Contract or any part of it without

in any material respect and either ective Goods or, if they are signed unknown" the Buyer gives written insert period>> Business Days of

<insert period>> Business Days of

ose Goods (or parts thereof, as

b the Buyer in respect thereof and ry is not refused or notice give by

hout the prior agreement in writing turned which the Seller is satisfied or condition which would not be placed free of charge or, at the d or credit to the Buyer the price of ve no further liability to the Buyer.

six months of the launch of such irn the Goods or any part of such telivery, provided always that the

t; and

incurred by the Seller in rectifying used by incorrect storage or use

ect of any defect arising from fair

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

- 12.5 Subject as express where the Goods a other terms implied extent permitted by
- 12.6 Except in respect negligence, or as Seller shall not be I implied warranty, co statute, or under consequential loss limitation loss of pr claims for consequ the negligence of th out of or in connect the Buyer.
- 12.7 The Buyer shall be instructions as to th or labelling of the compliance with all sale of the Goods given by the Seller the Buyer will inder the Seller might su condition.

# 13. Buyer's Default

- 13.1 If the Buyer fails to to any other right or to:
  - 13.1.1 cancel the o
  - 13.1.2 appropriate the goods s the Seller) a appropriation
  - 13.1.3 charge the E amount unp above <<ins is made (a purpose of c
- 13.2 This condition appli
  - 13.2.1 the Buyer fa is otherwise
  - 13.2.2 the Buyer b voluntary ari

egligence, subjection to normal uctions (whether given orally or in without the Seller's prior approval, he Buyer, its employees or agents

rms and Conditions, and except r sale, all warranties, conditions or law are excluded to the fullest

injury caused by the Seller's nese Terms and Conditions, the ason of any representation, or any any duty at common law or under the Contract, for any direct or by the Buyer (including without al loss), costs, expenses or other atsoever (and whether caused by agents or otherwise) which arise e Goods or their use or resale by

ng that, except to the extent that ds are contained in the packaging of the Goods by the Buyer is in uirements and that handling and out in accordance with directions mental or regulatory authority and any liability loss or damage which Buyer's failure to comply with this

e due date then, without prejudice Seller, the Seller shall be entitled

er deliveries to the Buyer;

e Buyer to such of the Goods (or contract between the Buyer and fit (notwithstanding any purported

e and after any judgement) on the sert percentage>>% per annum n time to time, until payment in full treated as a full month for the

any of its obligations hereunder or

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

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or the Insolv becomes ba

- 13.2.3 an encumbr of the prope
- 13.2.4 the Buyer ce
- 13.2.5 the Seller re above is abo accordingly.
- 13.3 If sub-Clause 13.2 available to the Se suspend any furthe Buyer, and if the G become immediat agreement or arrangement or arrangement

# 14. Limitation of Liability

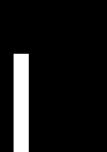
- 14.1 Subject to condition set out the entire fi acts or omissions o in respect of:
  - 14.1.1 any breach (
  - 14.1.2 any use ma the Buyer of the Goods; a
  - 14.1.3 any represe negligence a
- 14.2 All warranties, cond (save for the condit are, to the fullest ex
- 14.3 Nothing in these T Seller:
  - 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-Clau
  - 14.4.1 the Seller's t of statutory connection Contract sha
  - 14.4.2 the Seller st loss of profi each case v consequenti arise out of o









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

or a receiver is appointed, of any

ase, to carry on business; or

hat any of the events mentioned the Buyer and notifies the Buyer

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

dition 13, the following provisions eller (including any liability for the and sub-contractors) to the Buyer

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

ortious act or omission including tion with the Contract.

mplied by statute or common law 2 of the Sale of Goods Act 1979) cluded from the Contract.

cludes or limits the liability of the

the Seller's negligence;

egal for the Seller to exclude or

ion.

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

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

# 15. Confidentiality, Publication

- 15.1 The Buyer will rega by the Buyer relatin use or disclose to written consent pro which is in the publi
- 15.2 The Buyer will not u trademark, house m or which is owned b advertisement or c unless such use sh and (where appropr
- 15.3 The Buyer will use with this Clause 15
- 15.4 The provisions of th

# 16. **Communications**

- 16.1 All notices under th in writing and be authorised officer of
- 16.2 Notices shall be dee
  - 16.2.1 when delive registered m
  - 16.2.2 when sent, transmission
  - 16.2.3 on the fifth ordinary mai

16.2.4 on the tent postage pre

16.3 All notices under address, e-mail add

# 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

# 18. Waiver

The Parties agree that no

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ntract and all information obtained products of the Seller and will not prmation without the Seller's prior ing shall not apply to information eason of the Buyer's default;

ny other person to use any name, which the Seller is licensed to use emises, note paper, visiting cards, n any other manner whatsoever authorised in writing by the Seller

endeavours to ensure compliance ts and agents.

e the termination of the Contract.

is and under the Contract shall be gned by, or on behalf of, a duly ce.

given:

ier or other messenger (including siness hours of the recipient; or

nile or e-mail and a successful s generated; or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

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

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

b enforce the performance of any

provision in these Terms waiver of the right to sub Such failure shall not be breach and shall not consti

### 19. Severance

The Parties agree that, in t and Conditions or the C unenforceable, that / those these Terms and Conditio these and the Contract sha

# 20. Third Party Rights

A person who is not a par pursuant to the Contracts (

# 21. Law and Jurisdiction

- 21.1 These Terms and 0 matters and obliga governed by, and Wales.
- 21.2 Any dispute, contro these Terms and C matters and obliga within the jurisdictio



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

e of the provisions of these Terms e unlawful, invalid or otherwise ned severed from the remainder of the Contract). The remainder of le.

have no rights under the Contract of 1999.

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

im between the Parties relating to act (including any non-contractual or associated therewith) shall fall d and Wales.