

STANDARD TERMS AND

GOODS AND SERVICES

1. Application of Terms and

- 1.1 The Supplier shall
- Services in accordance with the accepted order>> w
- 1.2 The Contract shall
- subject to which an
- or any such order is

er shall purchase the Goods and
ation / specification schedule /
Terms and Conditions; and
any other terms and conditions
pted or purported to be accepted,
e made, by the Customer.

2. Definitions and Interpretation

- 2.1 In these Terms and
- following expression

the context otherwise requires, the
meanings:

“Business Day”

than a Saturday, Sunday or bank

“Commencement Date”

ment date for the Contract as set
specification schedule / accepted

**“Confidential
Information”**

ther Party, information which is
by the other Party pursuant to or
Agreement (whether orally or in
edium, and whether or not the
y stated to be confidential or

“Contract”

the purchase and sale of the
e Services under these Terms

“Contract Price”

in the Contract payable for the

“Customer”

accepts a quotation or offer of the
the Goods and supply of the
er for the Goods and Services is
er;

“Delivery Date”

ch the Goods are to be delivered
stomer’s order and accepted by

“Goods”

ding any instalment of the goods
which the Supplier is to supply in
Terms and Conditions;

“Month”

th;

“Services”

be provided to the Customer as
on / specification schedule /

“Supplier”

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

2.1 Unless the context
Conditions to:

ch reference in these Terms and

2.1.1 “writing”, and
communicat
similar mean

on, includes a reference to any
onic or facsimile transmission or

2.1.2 a statute or
provision as

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

2.1.3 “these Term
Conditions a
relevant time

a reference to these Terms and
amended or supplemented at the

2.1.4 a Schedule i

rms and Conditions; and

2.1.5 a Clause or
Conditions (S
Schedule.

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

2.1.6 a “Party” or
Conditions.

the parties to these Terms and

2.2 The headings used
and shall have n
Conditions.

nditions are for convenience only
erpretation of these Terms and

2.3 Words imparting the

clude the plural and vice versa.

2.4 References to any g

other gender.

3. Basis of Sale and Service

3.1 The Supplier’s en
representations cor
Supplier in writing.
that it does not re
representations whi

e not authorised to make any
Services unless confirmed by the
contract the Customer acknowledges
y claim for breach of, any such

3.2 No variation to thes
writing between th
Supplier.

shall be binding unless agreed in
atives of the Customer and the

3.3 Sales literature, pr
relation to the Good
do not constitute o
No contract for the
Supplier unless the
an offer to sell the
the Customer by wh

ments issued by the Supplier in
ect to alteration without notice and
which are capable of acceptance.
Services shall be binding on the
quotation which is expressed to be
has accepted an order placed by

S

A

M

P

L

E

- 3.3.1 the Supplier
- 3.3.2 delivery of the
- 3.3.3 provision of
- 3.3.4 the Supplier

3.4 Any typographical, or other errors or omissions in any sales literature, quotation of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4. The Goods

- 4.1 No order submitted to the Supplier shall be deemed to be accepted by the Supplier unless and until it is accepted by the Supplier's authorised representative.
- 4.2 The specification for the Goods shall be as set out in the Supplier's sales documentation unless otherwise stated in the Customer's order (if such variation(s) is/are agreed in writing by the Supplier). The Goods will only be supplied in the minimum unit or units specified in the Supplier's price list or in multiples of those units. Orders for quantities other than these will be adjusted accordingly.
- 4.3 Illustrations, photographs, drawings, price lists or other documents supplied by the Supplier whether in catalogues, brochures, or otherwise, are intended as a guide only and shall not be relied upon for the specification of the Goods.
- 4.4 The Supplier reserves the right to make changes in the specification of the Goods which are necessary for compliance with any applicable safety or other statutory or regulatory requirements, provided that the Goods are to be supplied to the Customer's specification and that such changes do not materially affect their quality or performance.
- 4.5 No order which has been accepted by the Supplier may be cancelled by the Customer except with the written consent of the Supplier. The Customer shall be liable to pay to the Supplier in full against all loss (including loss of profit), cost of materials, labour and other charges incurred by the Supplier as a result of such cancellation.

5. The Services

- 5.1 With effect from the date of the price being published, the Supplier's Services expressly accepted order>>.
- 5.2 The Supplier will use its best endeavours and skill to perform the Services identified in the <<order>>.
- 5.3 The Supplier shall not be liable for any delay in the performance of such Services.

S

- # A

M

- P

7.4 The Supplier is not has not supplied the any time the Sup Customer it may gi will be allowed to t will be delivered or and notwithstanding the Customer to the

from any customer or buyer who is not satisfactory to the Supplier. If at any time it is to the creditworthiness of the Supplier that no further credit will be extended, no further goods or services will be delivered other than against cash payment. On the conditions, all amounts owing by the Customer are immediately payable in cash.

8. Delivery and Performance

8.1 Delivery of the Goods to the place in the Unilateral schedule / accepted by the Customer collecting the Goods. Supplier has notified

Supplier delivering the Goods to the Buyer in the <<quotation / specification of delivery is so specified, by the Buyer's premises at any time after the Goods are ready for collection.

8.2 The Delivery Date is, in essence, unless previously agreed in writing, to be delivered by the Supplier on a reasonable notice to the Buyer.

Time for delivery shall not be of the
Supplier in writing. The Goods may
of the Delivery Date upon giving

8.3 If the Customer fails to deliver the Goods by the Delivery Date and/or the Customer does not consent or authorize the Supplier to deliver the Goods by that date, the Supplier shall deliver the Goods to the Customer to store at the Customer's expense, notwithstanding the fact that the Goods are not delivered to the Customer, and the Customer shall pay the Supplier the cost of storage and insurance charges.

Goods or any part of them on the instructions, documents, licences, enable the Goods to be delivered on upon giving written notice to the storage of the Goods and then the 10.1 risk in the Goods shall pass to have taken place and the costs and expenses including storage charge.

8.4 With effect from the date of the price being published, the <<quotation / order>> for Services expressly accepted order>>.

he Supplier shall, in consideration
these Terms and Conditions and
/ accepted order>> provide the
otation / specification schedule /

9. Non-Delivery of Goods and

9.1 If the Supplier fails to deliver the Goods on the Delivery Date for reasons outside the carrier's fault:

provide the Services or any of them
(ate, as appropriate) other than for
control or the Customer's or its

9.1.1 if the Supplier fails to deliver the Goods within the time thereof, the Supplier shall have no right to claim the price of the Goods.

d/or provides the Services [at any period>> thereafter] the Supplier shall be liable for late delivery; or

9.1.2 if the Customer terminates the Agreement during the initial term period, the Customer shall be limited to the lowest available rate for the same services at the time of termination.

to the Supplier within <<insert Delivery Date (or Commencement Date) or the Supplier fails to deliver the Goods and/or Services within <<insert number of Business Days after receiving such order and the Supplier's liability shall be limited to the cost of the Customer (in the event of goods or services to those not

delivered or not delivered or the Goods or Services not delivered or not delivered

10. Risk and Retention of Title

- 10.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
- 10.1.1 in the case of Goods delivered at the Supplier's premises, the time when the Customer takes possession of the Goods are made available for collection;
- 10.1.2 in the case of Goods delivered otherwise than at the Supplier's premises, the time when the Customer wrongfully fails to take delivery of the Goods or when the Supplier has tendered delivery of the Goods;
- 10.1.3 in the case of Goods delivered by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.
- 10.2 Notwithstanding the provisions of these Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full for the Goods.
- 10.3 Sub-Clause 10.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full for the Goods and any other goods supplied by the Supplier and all moneys owed to the Supplier, regardless of how such payment is made.
- 10.4 Until payment has been received by the Supplier in accordance with these Conditions and title to the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods in an appropriate environment, and in an appropriate environment, and shall ensure that the Goods are being supplied by the Supplier and shall insure the Goods against all risks.
- 10.5 In the event that the Customer transfers the Goods to a third party before legal and beneficial title has passed to him under these Conditions, the Customer shall be liable to the Supplier in such proportion as is due to the Customer on behalf of the Supplier. The Customer shall ensure that the Goods are held separately from, and are in no way mixed with, the Goods of other customers, and that all moneys held on behalf of the Supplier are held in separate accounts.
- 10.6 [The Supplier may, in accordance with the provisions of the Companies Act 2006, register any charge created by these Conditions.]
- 10.7 The Customer shall not create or in any way charge by way of security for any indebtedness to the Supplier, but if the Customer does so, the Supplier shall be entitled to exercise any other right or remedy of the Supplier forthwith by way of legal proceedings.
- 10.8 The Supplier reserves the right to inspect any Goods in which the Supplier retains title without the Customer's revocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods with the storage and identification

S

A

M

P

L

E

requirements of sub

10.9 The Customer's right to return the Goods in which the Supplier maintains legal and

10.9.1 the Customer may return the Goods only in the event of a material breach of his obligations under these

10.9.2 the Customer may return the Goods in the event of an arrangement under Parts I or VIII of the Insolvency Act 1986 (as amended), or if the Customer is a member of a partnership or other arrangement is made with his

10.9.3 the Customer may return the Goods in the event of a bankruptcy order or takes advantage of any provision for the relief of insolvent debtors;

10.9.4 the Customer may return the Goods in the event of a winding up order in respect of the Customer, or if the Customer is a member of a partnership or other arrangement is made with his

the Goods in which the Supplier maintains legal and

only in the event of a material breach of his obligations

arrangement under Parts I or VIII of the Insolvency Act 1986 (as amended), or if the Customer is a member of a partnership or other arrangement is made with his

of a bankruptcy order or takes advantage of any provision for the relief of insolvent debtors;

of its creditors, enters into a voluntary arrangement, has a receiver, manager, or other person appointed in respect of its assets or undertaking, or if any documents are filed with the court for the appointment of an administrator in respect of the Customer, or if an administrator is given by the court in respect of the Customer by a qualifying floating charge of Schedule B1 of the Insolvency Act 1986, or if a petition is presented to any court for the granting of an administration order in respect of the Customer, or if any proceedings are commenced in respect of the insolvency of the Customer.

11. Assignment

11.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior written agreement of the Customer.

11.2 The Customer shall not assign the Contract or any part of it to any person, firm or company without the prior written agreement of the Supplier.

any part of it to any person, firm or company without the prior written agreement of the Customer.

the Customer shall not assign the Contract or any part of it to any person, firm or company without the prior written agreement of the Supplier.

12. Defective Goods

12.1 If on delivery any of the Goods are found to be defective in any material respect and either the Customer lawfully rejects the Goods or, if they are found to be "contents unknown" the Customer gives written notice to the Supplier within <<insert period>> Business Days of delivery, the Supplier shall at its option:

12.1.1 replace the defective Goods with new Goods of the same description within <<insert period>> Business Days of receiving the defective Goods;

12.1.2 refund to the Customer the full purchase price of those Goods (or parts thereof, as appropriate);

but the Supplier shall not be obliged to replace or refund the purchase price of those Goods if delivery is not refused or if the Customer gives written notice given by the Supplier.

12.2 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier.

in any material respect and either the Customer lawfully rejects the defective Goods or, if they are found to be "contents unknown" the Customer gives written notice to the Supplier within <<insert period>> Business Days of delivery, the Supplier shall at its option:

<<insert period>> Business Days of receiving the defective Goods;

those Goods (or parts thereof, as appropriate);

to the Customer in respect of those Goods if delivery is not refused or if the Customer gives written notice given by the Supplier.

er without the prior agreement in writing of the Supplier.

S

is satisfied were supplied, the Supplier shall not be apparent on the face of the Goods. The Supplier's sole discretion shall determine the price of such defect and the Supplier shall have no further liability to the Customer.

of quality or condition which would be replaced free of charge or, at the Supplier's discretion, by a refund or credit to the Customer. The Supplier shall have no further liability

12.3 The Supplier shall be responsible for any defect arising from fair wear and tear, or from the Goods being subjected to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse of the Goods without the Supplier's prior approval, or any damage caused on the part of the Customer, its employees or agents.

respect of any defect arising from fair wear and tear, or from the Goods being subjected to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse of the Goods without the Supplier's prior approval, or any damage caused on the part of the Customer, its employees or agents.

12.4 Goods, other than those returned by the Customer, shall be returned to the Customer at the Supplier's expense and without any obligation on the part of the Supplier.

Goods returned under sub-Clauses 12.1 or 12.2, shall be returned to the Supplier at the Supplier's expense and without any obligation on the part of the Customer.

12.5 Subject as expressly provided in the Terms and Conditions, and except where the Goods are sold on a "as is" basis, all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.

Terms and Conditions, and except where the Goods are sold on a "as is" basis, all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.

12.6 The Customer shall be responsible for ensuring that, except to the extent that the Goods are contained in the packaging or labelling of the Goods by the Customer is in compliance with all requirements and that handling and storage of the Goods is carried out in accordance with directions given by the Supplier or any governmental or regulatory authority. The Supplier shall not be liable for any liability loss or damage which the Customer may suffer as a result of the Customer's failure to comply with this condition.

ensuring that, except to the extent that the Goods are contained in the packaging or labelling of the Goods by the Customer is in compliance with all requirements and that handling and storage of the Goods is carried out in accordance with directions given by the Supplier or any governmental or regulatory authority. The Supplier shall not be liable for any liability loss or damage which the Customer may suffer as a result of the Customer's failure to comply with this condition.

13. Customer's Default

13.1 If the Customer fails to pay the amount due on the due date then, without prejudice to any other rights or remedies available to the Supplier, the Supplier shall be entitled to:

the amount due on the due date then, without prejudice to any other rights or remedies available to the Supplier, the Supplier shall be entitled to:

13.1.1 cancel the Contract and return the Goods and Services to the Supplier;

cancel the Contract and return the Goods and Services to the Supplier;

13.1.2 appropriate compensation for the loss of the Goods and/or Services supplied under any other contract between the Customer and the Supplier (the Supplier) as the Supplier may think fit (notwithstanding that the Goods and/or Services have been appropriated by the Customer);

appropriate compensation for the loss of the Goods and/or Services supplied under any other contract between the Customer and the Supplier (the Supplier) as the Supplier may think fit (notwithstanding that the Goods and/or Services have been appropriated by the Customer);

13.1.3 charge the Customer with interest on the amount due at the rate of <<insert percentage>>% per annum from time to time, until payment in full is made (and such interest shall be treated as a full month for the purpose of calculation).

charge the Customer with interest on the amount due at the rate of <<insert percentage>>% per annum from time to time, until payment in full is made (and such interest shall be treated as a full month for the purpose of calculation).

13.2 This condition applies to the Customer's obligations hereunder only.

This condition applies to the Customer's obligations hereunder only. The Supplier shall not be liable for any liability loss or damage which the Customer may suffer as a result of the Customer's failure to observe any of its obligations under the Contract;

A

M

P

L

E

E

S

A

Customer for any pure economic depletion of goodwill or otherwise, or consequential, or any claims for sever (howsoever caused) which Contract.

M

provided by sub-Clause 15.2 or as it shall, at all times during the term of the Agreement, or any period>>] after its termination:

Information;

tion to any other person;

for any purpose other than as
se Terms and Conditions and the

any way or part with possession of

officers, employees, agents or by that Party, would be a breach 1 to 15.1.4 above.

P

to:

liar of that Party;

authority or regulatory body; or

of that Party or of any of the parties or bodies;

for the purposes contemplated by the Contract, or as required by law, by first informing the person, party or body to whom Confidential Information is disclosed that such Confidential Information is confidential and that any such body as is mentioned in the Contract shall be required to employ or officer of any such body or other Party a written undertaking to keep Confidential Information confidential and to prevent the disclosure of Confidential Information as practicable in the terms of the Contract; and

any purpose, or disclose it to any person to whom it is at the date of the Contract, or to any person into whose public knowledge through no fault of that Party does not disclose any information which is not public knowledge.

continue in force in accordance with

E

their terms, notwithstanding the termination of the Contract for any reason.

16. Communications

- 16.1 All notices under the Contract shall be in writing and be delivered by a duly authorised officer of the Party.
- 16.2 Notices shall be delivered by the following methods:
- 16.2.1 when delivered by hand, by a courier or other messenger (including during non-business hours of the recipient; or
 - 16.2.2 when sent by post, by registered mail or e-mail and a successful transmission is generated; or
 - 16.2.3 on the fifth business day following mailing, if mailed by national ordinary mail; or
 - 16.2.4 on the tenth business day following mailing, if mailed by airmail, provided that postage is 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 to perform its obligations where such failure or delay is caused by an event beyond the control of that Party. Such events include, but are not limited to: power failure, natural disasters, civil unrest, fire, flood, storms, war, terrorism, governmental action or any other event that is beyond the control of the Party.

18. Waiver

The Parties agree that no failure to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce the performance of any provision or any other provision. Such failure shall not be construed as a waiver of any preceding or subsequent breach and shall not constitute an admission of liability.

19. Severance

The Parties agree that, in the event 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). The remainder of these and 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 Promoters) Act 1999.

21. **Law and Jurisdiction**

- 21.1 These Terms and Conditions shall govern all matters and obligations arising out of or associated with, the laws of England and Wales.
- 21.2 Any dispute, controversy or claim between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

S

A

M

P

L

E