

S

1. Application of Terms and

1.1 The Supplier shall
Services in accordance with
accepted order>> w

er shall purchase the Goods and
ation / specification schedule /
these Terms and Conditions; and

1.2 The Contract shall
subject to which an
or any such order is

any other terms and conditions
pted or purported to be accepted,
e made, by the Customer.

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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
medium, and whether or not the
y stated to be confidential or

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“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

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“Goods”

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

“Month”

th;

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“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>>.

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2.2 Unless the context
Conditions to:

ch reference in these Terms and

2.2.1 “writing”, and
communicat
similar mean

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

2.2.2 a statute or
provision as

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

2.2.3 “these Term
Conditions a
relevant time

a reference to these Terms and
amended or supplemented at the

2.2.4 a Schedule i

rms and Conditions; and

2.2.5 a Clause or
Conditions (S
Schedule.

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

2.2.6 a “Party” of
Conditions.

the parties to these Terms and

2.3 The headings used
and shall have n
Conditions.

nditions are for convenience only
erpretation of these Terms and

2.4 Words imparting the

clude the plural and vice versa.

2.5 References to any g

other gender.

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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 the
writing between the
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
otation which is expressed to be
has accepted an order placed by

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- 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 or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

any typographical, or other errors or omissions in any sales literature, quotation 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 unless and until it is accepted in writing by the Supplier's authorised representative.
- 4.2 The specification for the Goods set out in the Supplier's sales literature, quotation or information issued to the Customer's order (if such specification varies from 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, price lists or other documents issued by the Supplier are intended as a guide only and shall not be taken as a guarantee of performance.
- 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 in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Supplier as a result of such cancellation.

No order submitted to the Supplier unless and until it is accepted in writing by the Supplier's authorised representative.

The specification for the Goods set out in the Supplier's sales literature, quotation or information issued to the Customer's order (if such specification varies from the Supplier's price list or in multiples of those units. Orders for quantities other than these will be adjusted accordingly.

Illustrations, photographs, price lists or other documents issued by the Supplier are intended as a guide only and shall not be taken as a guarantee of performance.

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5. The Services

- 5.1 With effect from the date of the price being paid by the Customer, the Supplier shall, in consideration of the price being paid by the Customer, provide the Services expressly identified in the quotation / specification schedule / accepted order>>.
- 5.2 The Supplier will use all reasonable care, skill and skill to perform the Services identified in the quotation / specification schedule / accepted order>>.
- 5.3 The Supplier shall use all reasonable endeavours to complete its obligations under the Services identified in the quotation / specification schedule / accepted order>>. The Supplier shall not be of the essence in the performance of such obligations.

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6. Price

- 6.1 The price of the Goods shall be the price listed in the Supplier's <<insert document>> at the date of acceptance of the Customer's order or the price which may be agreed in writing by the Supplier and the Customer.
- 6.2 Where the Supplier supplies Goods other than in accordance with the Supplier's price list, the price quoted shall be valid for the period of time as the Supplier may specify.
- 6.3 The Supplier reserves the right to give written notice to the Customer at any time before delivery of the Goods and/or Services to reflect a change in price to the Supplier which is due to any factor beyond the Supplier's control (including, without limitation, any change in the cost of raw materials, foreign exchange, regulation, alteration of duties, taxes, or other costs of manufacture), any change in the quantities or specifications for the Goods and services ordered by the Customer, or any delay or failure of the Customer to give instructions to the Supplier adequate to enable it to procure the Goods.
- 6.4 Except as otherwise specified in the schedule / accepted quotation, all prices are inclusive of the cost of packaging and transport.
- 6.5 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 the country of origin of the Goods and Services, which the Customer shall be additionally responsible for.

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7. Payment

- 7.1 Subject to any special conditions of sale between the Customer and the Supplier, the Supplier shall invoice the Customer for the price of the Goods and Services on or before the date of delivery of the Goods (as the case may be) and the Customer shall be entitled to invoice the Supplier if the Supplier wrongfully fails to take delivery of the Goods, in which case the Supplier shall be entitled to invoice the Customer for the price of the Goods and Services (as the case may be) that the Goods are to be delivered to the Customer if the Supplier has tendered delivery of the Goods.
- 7.2 The Customer shall pay the price of the Goods (less any discount or credit allowed by the Supplier) within <<insert period>> of the date of the Supplier's invoice or within <<insert period>> of the date of delivery of the Goods, or such other terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made in full and in advance notwithstanding that delivery or that the property in the Goods has not passed to the Customer. The Supplier's invoice shall be of the essence of the contract and the Supplier's payment will be issued only upon request.
- 7.3 All payments shall be made to the Supplier as indicated on the form of invoice.

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The Customer shall pay the price of the Goods (less any discount or credit allowed by the Supplier) within <<insert period>> of the date of the Supplier's invoice or within <<insert period>> of the date of delivery of the Goods, or such other terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made in full and in advance notwithstanding that delivery or that the property in the Goods has not passed to the Customer. The Supplier's invoice shall be of the essence of the contract and the Supplier's payment will be issued only upon request.

All payments shall be made to the Supplier as indicated on the form of invoice.

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7.4 The Supplier is not responsible for any loss or damage to the Goods from any customer or buyer who has not supplied the Goods. The Supplier shall not be responsible for any loss or damage to the Goods which is not satisfactory to the Supplier. If at any time the Supplier is satisfied with the creditworthiness of the Customer, it may give credit to the Customer that no further credit will be allowed to the Customer. The Supplier shall not be required to prevent no further goods or services will be delivered or provided to the Customer for other than against cash payment and notwithstanding the above, all amounts owing by the Customer to the Supplier shall be immediately payable in cash.

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8. Delivery and Performance

8.1 Delivery of the Goods shall be by the Supplier delivering the Goods to the place in the United Kingdom specified in the quotation / specification schedule / accepted order. If the mode of delivery is so specified, by the Customer collecting the Goods from the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection.

8.2 The Delivery Date is the date by which the Supplier shall deliver the Goods in essence unless previously agreed in writing. The Goods may be delivered by the Supplier at any time before the Delivery Date upon giving reasonable notice to the Customer.

8.3 If the Customer fails to collect the Goods or any part of them on the Delivery Date and/or does not give the necessary instructions, documents, licences, consents or authorisations, the Supplier shall be entitled to store the Goods. If the Customer fails to collect the Goods on that date, the Supplier shall be entitled to store the Goods upon giving written notice to the Customer. The risk of loss or damage to the Goods and then the 10.1 risk in the Goods shall pass to the Customer. The Customer shall be deemed to have taken place and the Customer shall pay the costs and expenses including storage and insurance charges.

8.4 With effect from the date of the price being paid, the Supplier shall, in consideration of the Customer's payment of the price, provide the Services expressly mentioned in the quotation / specification schedule / accepted order>>.

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9. Non-Delivery of Goods and Services

9.1 If the Supplier fails to deliver the Goods and/or provide the Services or any of them on the Delivery Date (or Commencement Date, as appropriate) other than for reasons outside the Supplier's control or the Customer's or its carrier's fault:

9.1.1 if the Supplier fails to deliver the Goods and/or provides the Services [at any time thereafter] the Supplier shall have no liability for late delivery; or

9.1.2 if the Customer fails to collect the Goods and/or does not provide the Services to the Supplier within <<insert period>> Business Days after the Delivery Date (or Commencement Date, as appropriate) and the Supplier fails to deliver the Goods and/or provide the Services within <<insert period>> Business Days after receiving such notice the Customer's liability for the cost of the order and the Supplier's liability for the cost to the Customer (in the event of the Customer's failure to collect the Goods or services to those not

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delivered or
delivered or

of the Goods or Services not

10. Risk and Retention of Title

10.1 Risk of damage to

pass to the Customer at:

10.1.1 in the case
time when
available for

at the Supplier's premises, the
Customer that the Goods are

10.1.2 in the case
premises, the
take delivery
delivery of the

otherwise than at the Supplier's
the Customer wrongfully fails to
when the Supplier has tendered

10.1.3 in the case
Supplier not

by the Supplier, the time that the
installation is complete.

10.2 Notwithstanding de
provision of these
Goods shall not pas
or cleared funds pay

of risk in the Goods, or any other
legal and beneficial title to the
the Supplier has received in cash
of the Goods.

10.3 [Sub-Clause 10.2 n
not pass to the Cu
funds payment in fu
by the Supplier and
regardless of how s

beneficial title of the Goods shall
has received in cash or cleared
ods and any other goods supplied
all moneys owed to the Supplier,
]

10.4 Until payment has
Conditions and title
shall be in posses
Customer shall stor
shall ensure that th
shall insure the God

Supplier in accordance with these
ed to the Customer, the Customer
bailee for the Supplier and the
and in an appropriate environment,
being supplied by the Supplier and
the risks.

10.5 The Customer shall
security for any ind
the Supplier, but if t
the Supplier shall
Supplier) forthwith b

or in any way charge by way of
ods which remain the property of
money owing by the Customer to
any other right or remedy of the

10.6 The Supplier reserv
retains title without
to enter the Cust
purpose of reposse
inspecting the Good
requirements of sub

any Goods in which the Supplier
revocably authorises the Supplier
normal business hours for the
which the Supplier retains title and
with the storage and identification

10.7 The Customer's ri
maintains legal and

the Goods in which the Supplier
inate if:

10.7.1 the Custome
under these

material breach of his obligations

10.7.2 the Custome
of the Insolv

arrangement under Parts I or VIII
vent Partnerships Order 1994 (as

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amended),
creditors;

r arrangement is made with his

10.7.3 the Customer
advantage of
debtors;

ect of a bankruptcy order or takes
provision for the relief of insolvent

10.7.4 the Customer
voluntary or
administrator
assets or un
the court fo
Customer, n
Customer o
holder (as d
Act 1986), a
the winding
order in resp
relating to th

ing of its creditors, enters into
on, has a receiver, manager,
eiver appointed in respect of its
reof, any documents are filed with
n administrator in respect of the
int an administrator is given by the
t by a qualifying floating charge-
of Schedule B1 of the Insolvency
petition presented to any court for
r the granting of an administration
any proceedings are commenced
insolvency of the Customer.

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11. Assignment

11.1 The Supplier may a
company without th

ny part of it to any person, firm or
stomer.

11.2 The Customer sha
without the prior wri

gn the Contract or any part of it
ier.

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12. Defective Goods

12.1 If on delivery any of
the Customer lawfu
signed for on deliv
gives written notice
Business Days of st

in any material respect and either
the defective Goods or, if they are
contents unknown" the Customer
Supplier within <<insert period>>
t shall at its option:

12.1.1 replace the d
receiving the

<<insert period>> Business Days of

12.1.2 refund to the
appropriate)

those Goods (or parts thereof, as

but the Supplier s
thereof and the Cus
notice given by the

ility to the Customer in respect
Goods if delivery is not refused or
ve.

12.2 No Goods may be
writing of the Suppl
is satisfied were sup
not be apparent on
Supplier's sole disc
the price of such de
to the Customer.

er without the prior agreement in
Goods returned which the Supplier
of quality or condition which would
e replaced free of charge or, at the
refund or credit to the Customer
pplier shall have no further liability

12.3 The Supplier shall b
wear and tear, or
conditions, failure to

pect of any defect arising from fair
negligence, subjection to normal
structions (whether given orally or

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in writing), misuse of the Goods without the Supplier's prior approval, or any other breach of the Contract 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.

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

12.6 The Customer shall comply with any instructions as to the handling or labelling of the Goods and shall ensure compliance with all applicable requirements and that handling and sale of the Goods be carried out in accordance with directions given by the Supplier or any governmental or regulatory authority and the Customer shall indemnify the Supplier against any liability loss or damage which the Supplier may incur as a result of the Customer's failure to comply with this condition.

Goods without the Supplier's prior approval, or any other breach of the Contract on the part of the Customer, its employees or agents;

and under sub-Clauses 12.1 or 12.2, the Supplier may be credited to the Customer's account and without any obligation on the part of the Supplier.

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

Providing that, except to the extent that instructions are contained in the packaging of the Goods by the Customer is in compliance with all applicable requirements and that handling and sale of the Goods be carried out in accordance with directions given by the Supplier or any governmental or regulatory authority the Supplier shall indemnify the Supplier against any liability loss or damage which the Supplier may incur 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 remedy 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;

13.1.2 appropriate steps to mitigate its loss and/or Service the Customer to such of the Goods and Services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any limitation on the amount of appropriation by the Customer);

13.1.3 charge the Customer with interest on the amount due (to be calculated before and after any judgement) 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 if the Customer:

13.2.1 fails to observe any of its obligations under the Contract;

13.2.2 makes a voluntary arrangement with its creditors under Parts I or VIII of the Insolvency Act 1986 or the Insolvency Act 1986 or the Insolvency Act 1986 or the Insolvency Act 1986 or (being an individual) goes into liquidation;

13.2.3 an encumbrance is placed on the property of the Customer;

13.2.4 the Customer ceases, to carry on business; or

without prejudice to any other remedy available to the Supplier, the Supplier shall be entitled to:

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

appropriate steps to mitigate its loss and/or Service the Customer to such of the Goods and Services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any limitation on the amount of appropriation by the Customer);

charge the Customer with interest on the amount due (to be calculated before and after any judgement) 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).

fails to observe any of its obligations under the Contract;

makes a voluntary arrangement with its creditors under Parts I or VIII of the Insolvency Act 1986 or the Insolvency Act 1986 or the Insolvency Act 1986 or the Insolvency Act 1986 or (being an individual) goes into liquidation;

an encumbrance is placed on the property of the Customer;

the Customer ceases, to carry on business; or

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13.2.5 the Supplier above is ab Customer ac

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

13.3 If sub-Clause 13.2 a available to the Sup or suspend any furt Customer, and if th shall become imm agreement or arran

udice to any other right or remedy be entitled to cancel the Contract Contract without any liability to the delivered but not paid for the price ble notwithstanding any previous

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14. **Liability**

14.1 The Supplier will condition or other te the Contract (or the any indirect, special claims (whether ca which arise out of o

representation, implied warranty, non law or under express terms of s), be liable for any loss of profit or damage, costs, expenses or other servants or agents or otherwise) supply of the Goods and Services.

14.2 All warranties, conc (save for the condit are, to the fullest ex

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

14.3 The Customer shall and expenses suffe (including that of employees.

against all damages, costs, claims ss or damage to any equipment by the Customer, its agents or

14.4 Where the Custom throughout shall me of them. All obliga several obligations

more persons such expression or more persons and each or any ch a Customer shall be joint and

14.5 The Supplier shall r of these terms and failure to perform, a due to any cause be

mer or be deemed to be in breach of any delay in performing, or any gations if the delay or failure was onable control.

14.6 Nothing in these T Supplier:

cludes or limits the liability of the

14.6.1 for death or

y the Supplier's negligence;

14.6.2 for any matt attempt to ex

gal for the Supplier to exclude or

14.6.3 for fraud or f

tion.

14.7 Subject to the rema

ause 14:

14.7.1 the Supplier breach of s arising in performance

act, tort (including negligence or entation, restitution or otherwise, performance or contemplated limited to the Contract Price; and

14.7.2 the Supplier loss, loss of in each case

e Customer for any pure economic depletion of goodwill or otherwise, or consequential, or any claims for

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16.2 Notices shall be de

given:

16.2.1 when delive
registered m

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

16.2.2 when sent,
transmission

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

16.2.3 on the fifth
ordinary ma

g mailing, if mailed by national

16.2.4 on the tent
postage pre

ng mailing, if mailed by airmail,

16.3 All notices under
address, e-mail add

e 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,
nmental 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

o 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 t
and Conditions or the C
unenforceable, that / those
these Terms and Conditio
these and the Contract sha

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

20. **Third Party Rights**

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

have no rights under the Contract
act 1999.

21. **Law and Jurisdiction**

21.1 These Terms and C
matters and obliga
governed by, and
Wales.

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

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21.2 Any dispute, contro
these Terms and C
matters and obliga
within the jurisdic

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

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