

1. Application of Terms and Conditions

- 1.1 The Supplier shall supply the Goods and Services in accordance with the accepted order>> within the time specified in the accepted order>>.
- 1.2 The Contract shall be subject to which and any such order is made, by the Customer.

er shall purchase the Goods and Services in accordance with the quotation / specification schedule / accepted order>> within the time specified in the accepted order>>. These Terms and Conditions; and any other terms and conditions accepted or purported to be accepted, made, by the Customer.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, the following expressions shall have the meanings:

the context otherwise requires, the meanings:

“Business Day”

any day other than a Saturday, Sunday or bank holiday.

“Commencement Date”

the date of the Commencement Date for the Contract as set out in the quotation / specification schedule / accepted order>>.

“Confidential Information”

information which is disclosed by the other Party pursuant to or in connection with the Agreement (whether orally or in writing), and whether or not the information is stated to be confidential or otherwise.

“Contract”

the purchase and sale of the Goods and Services under these Terms and Conditions.

“Contract Price”

the price payable in the Contract payable for the Goods and Services.

“Customer”

the party who accepts a quotation or offer of the Goods and supply of the Goods and Services is the Customer.

“Delivery Date”

the date on which the Goods are to be delivered to the Customer's order and accepted by the Customer.

“Goods”

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

“Month”

the month;

“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:
- 2.1.1 “writing”, and
communicat
similar mean
- 2.1.2 a statute or
provision as
- 2.1.3 “these Term
Conditions a
relevant time
- 2.1.4 a Schedule i
- 2.1.5 a Clause or
Conditions (S
Schedule.
- 2.1.6 a “Party” or
Conditions.
- 2.2 The headings used
and shall have n
Conditions.
- 2.3 Words imparting the
- 2.4 References to any g
- ch reference in these Terms and
- on, includes a reference to any
onic or facsimile transmission or
- e is a reference to that statute or
at the relevant time;
- a reference to these Terms and
amended or supplemented at the
- rms and Conditions; and
- e to a Clause of these Terms and
) or a paragraph of the relevant
- the parties to these Terms and
- nditions are for convenience only
erpretation of these Terms and
- clude the plural and vice versa.
- other gender.

3. Basis of Sale and Service

- 3.1 The Supplier’s en
representations cor
the Supplier in v
acknowledges that
such representation
- 3.2 No variation to thes
writing between the
Supplier.
- 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
- e not authorised to make any
/or Services unless confirmed by
into the Contract the Customer
waives any claim for breach of, any
med.
- shall be binding unless agreed in
atives of the Customer and the
- 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

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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.

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4. The Goods

- 4.1 No order submitted to the Supplier unless and until it has been 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 variations is/are accepted by the Supplier). The Goods will only be supplied in the minimum 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, price lists or other documents supplied by the Supplier are intended as a guide only and shall not be taken as a guarantee of accuracy.
- 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 for the Supplier's loss of profit, cost of materials, damages, charges and expenses incurred by the Supplier as a result of such cancellation.

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5. The Services

- 5.1 With effect from the date of the price being published, the Supplier shall, in consideration of the price being paid by the Customer, provide the Services expressly identified in the <<order>> / quotation / specification schedule / accepted order>>.
- 5.2 The Supplier will use its best endeavours and skill to perform the Services identified in the <<order>> / quotation / specification schedule / accepted order>>.
- 5.3 The Supplier shall not be liable for any delay in the performance of such Services, provided that such delay is due to circumstances beyond its control and it has taken all reasonable endeavours to complete its obligations under the <<order>> / quotation / specification schedule / accepted order>>.

With effect from the date of the price being published, the Supplier shall, in consideration of the price being paid by the Customer, provide the Services expressly identified in the <<order>> / quotation / specification schedule / accepted order>>.

The Supplier will use its best endeavours and skill to perform the Services identified in the <<order>> / quotation / specification schedule / accepted order>>.

The Supplier shall not be liable for any delay in the performance of such Services, provided that such delay is due to circumstances beyond its control and it has taken all reasonable endeavours to complete its obligations under the <<order>> / quotation / specification schedule / accepted order>>.

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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

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 the Customer of the date of delivery of the Goods.

8.2 The Delivery Date is in essence unless prevented by force majeure, to be delivered by the Supplier within a reasonable notice to the Buyer.

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 storage and insurance charges.

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

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:

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.

9.1.2 if the Customer terminates the Contract during the period>> But the Customer shall be liable for the full amount of the Date, as applicable, for the Services with notice the Customer shall be limited to the cheapest available alternative service.

from any customer or buyer who is satisfactory to the Supplier. If at any time to the creditworthiness of the Customer 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.

The 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..

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

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.

The Supplier shall, in consideration of these Terms and Conditions and / accepted order>> provide the quotation / specification schedule /

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

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

to the Supplier within <<insert
Delivery Date (or Commencement
er fails to deliver the Goods and/or
usiness Days after receiving such
e order and the Supplier's liability
of the cost to the Customer (in the
r goods or services to those not

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10.9 The Supplier reserves the right to retain title without notice 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 in accordance with the storage and identification requirements of sub-clause 10.10.1.

10.10 The Customer's right to return the Goods in which the Supplier retains title shall terminate if:

10.10.1 the Customer commits any material breach of his obligations under the Contract;

10.10.2 The Customer is involved in any arrangement under Parts I or VIII of the Insolvency Act 1986 (as amended), or any arrangement is made with his creditors;

10.10.3 the Customer is the subject of a bankruptcy order or takes advantage of any provision for the relief of insolvent debtors;

10.10.4 the Customer is, or becomes, a voluntary or compulsory liquidator, administrator, receiver or manager of its assets or undertakes any arrangement with the court for the winding up of the Customer, or an administrator is appointed in respect of the Customer or an administrator is given by the court in respect of the Customer or a qualifying floating charge-holder (as defined in the Insolvency Act 1986), or a petition is presented to any court for the granting of an administration order in respect of the Customer or any proceedings are commenced in respect of the insolvency of the Customer.

11. Assignment

11.1 The Supplier may assign any part of it to any person, firm or company without the consent of the Customer.

11.2 The Customer shall not assign the Contract or any part of it without the prior written consent 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 defective Goods or, if they are "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 within <<insert period>> Business Days of receiving notice;

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

but the Supplier shall not be liable to the Customer in respect of any consequential loss or damage.

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thereof and the Customer shall be liable for the cost of the Goods if delivery is not refused or notice given by the Supplier within the period of 14 days after the date of delivery of the Goods.

12.2 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Goods returned which the Supplier is satisfied were supplied in good condition and of quality or condition which would not be apparent on inspection shall be replaced free of charge or, at the Supplier's sole discretion, be refunded. No refund or credit to the Customer shall be made if the Supplier shall have no further liability.

12.3 The Supplier shall be liable for any defect arising from fair wear and tear, or from the use of the Goods under normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse, alteration, damage, or any other cause not on the part of the Customer, its employees or agents.

12.4 Goods, other than those returned under sub-Clauses 12.1 or 12.2, returned by the Customer to the Supplier may be credited to the Customer at the Supplier's discretion and without any obligation on the part of the Supplier.

12.5 Subject as expressly stated in the Supplier's Terms and Conditions, and except where the Goods are sold as "final sale", 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 instructions as to the handling, storage, or labelling of the Goods are contained in the packaging of the Goods by the Customer is in compliance with all applicable 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 clause.

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 action to recover the cost of the Goods and/or Services supplied under any other contract between the Supplier and the Customer (including the appropriation by the Customer); and

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

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nt on the due date then, without prejudice to any other remedy available to the Supplier, the Supplier shall be entitled to:

further deliveries or provision of Services to the Customer;

he Customer to such of the Goods and/or Services supplied under any other contract between the Supplier and the Customer (including the appropriation by the Customer); and

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

- 13.2 This condition applies to the Customer if:
- 13.2.1 the Customer fails to observe any of its obligations hereunder or
 - 13.2.2 the Customer is subject to an administration order or enters into its I or VIII of the Insolvency Act 1986 or the Insolvency Order 1994 (as amended) or (being an individual) is declared bankrupt or (being a company) goes into liquidation;
 - 13.2.3 an encumbrance is placed on or a receiver is appointed, of any of the property of the Customer; or
 - 13.2.4 the Customer ceases, to carry on business; or
 - 13.2.5 the Supplier determines that any of the events mentioned above is about to occur and notifies the Customer accordingly.
- 13.3 If sub-Clause 13.2 applies, the Supplier shall be entitled to cancel the Contract or suspend any further supply of the Goods and Services to the Customer, and if the Supplier does so, the Customer shall become immediately liable to pay the Supplier the amount of any agreement or arrangement for the supply of the Goods and Services notwithstanding any previous

14. Liability

- 14.1 The Supplier will not be liable for any loss of profit or other consequential loss (whether direct or indirect, special or otherwise) which arise out of or in connection with the supply of the Goods and Services, except in so far as it may be so liable by statute or common law or under express terms of the Contract (or the terms of any agreement or arrangement for the supply of the Goods and Services), be liable for any loss of profit or other consequential loss (whether direct or indirect, special or otherwise) which arise out of or in connection with the supply of the Goods and Services.
- 14.2 All warranties, conditions and other terms implied by statute or common law (including section 2 of the Sale of Goods Act 1979) shall be excluded from the Contract.
- 14.3 The Customer shall be liable to the Supplier against all damages, costs, claims and expenses suffered by the Supplier (including that of loss or damage to any equipment or property owned or used by the Customer, its agents or employees).
- 14.4 Where the Customer is represented by more than one person, the expression "the Customer" shall mean each or more persons and each or any of them. All obligations of the Customer shall be joint and several obligations of all of them.
- 14.5 The Supplier shall not be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of its obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 14.6 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier:
- 14.6.1 for death or personal injury caused by the Supplier's negligence;

legal for the Supplier to exclude or

tion.

ause 14:

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

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

15. Confidentiality

provided by sub-Clause 15.2 or as it shall, at all times during the term of the Agreement, or any extension or renewal thereof, 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.

15.2 Either Party may:

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 that Confidential Information is confidential and by any such body as is mentioned in clause 10.2 to require any employee or officer of any such body to give to the other Party a written undertaking that the Confidential Information is confidential and to require that the Confidential Information is not to be disclosed or the disclosure is made; and

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continue in force in accordance with
of the Contract for any reason.

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his and under the Contract shall be signed by, or on behalf of, a duly authorized officer.

Given:

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

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

g mailing, if mailed by national

ing mailing, if mailed by airmail.

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

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may 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

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

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

these and the Contract shall be null and void.

20. Third Party Rights

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

21. Law and Jurisdiction

21.1 These Terms and Conditions shall govern the Contract (including any non-contractual matters and obligations associated therewith) shall be governed by, and interpreted in accordance with, the laws of England and Wales.

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