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1. Application

These Terms and Conditions shall apply to the purchase of the goods detail by you ("Buyer") from <insert business / trading name>> [a company r country of registration>> under number <insert company registration registered office is at] OR [of] <insert address>> ("Seller"). No other terms apply to the sale of the Goods unless agreed upon in writing between the B

2. Interpretation

2.1 A "business day" means any day other than a Saturday, Sunday or bank holiday.
2.2 The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Goods

3.1 The description of the Goods are as set out in the Seller's <insert description>> and confirmed in this quotation. In accepting this quotation the Buyer agrees that it does not rely on any other representations regarding the Goods save as set out in writing by the Seller. No descriptions of the Goods set out in the Seller's <insert description>> shall be binding on the Seller and are intended as a guide only.
3.2 The Seller reserves the right to make any changes in the specifications of the Goods are required to conform to any applicable safety or other statutory or regulatory requirements.

4. Price

4.1 The price ("Price") of the Goods shall be that set out in the Seller's <insert price list>> current at the date of the Buyer's order or such other price agreed in writing between the Seller and the Buyer. The Price shall be confirmed in writing by the Seller and the Buyer. The Buyer shall not be entitled to a discount. Any and all discounts shall be at the discretion of the Seller.
4.2 If the cost of the Goods to the Seller increases due to any factor beyond the Seller's control, including, but not limited to, material costs, labour costs, alteration of exchange rates, the Seller reserves the right to increase the Price.
4.3 Any increase in the Price under sub-Clause 4.2 shall only take place if the Seller informs the Buyer of the increase in writing.
4.4 The Buyer may be entitled to discounts subject to and in accordance with the Seller's <insert document e.g. price list>> current at the date of the Buyer's order. The Buyer shall not be entitled to a discount. Any and all discounts shall be at the discretion of the Seller.
4.5 The Price is [inclusive] OR [exclusive] of fees for packaging and transport.
4.6 The Price is [inclusive] OR [exclusive] of any applicable VAT and other taxes and duties imposed or charged by any competent authority.

5. Quotation and Basis of Sale

5.1 Details of the Goods in sub-Clause 3.1 are subject to alteration without notice. The Seller may constitute contractual offers to sell the Goods which are capable of acceptance.
5.2 The Seller is not obliged to accept an order from the Buyer if the Buyer's order does not comply with the references which are requested by, and satisfactory to, the Seller. If at any time the Seller is satisfied as to the creditworthiness of the Buyer it may give written notice to the Buyer that further credit will be allowed to the buyer in which case no further goods will be supplied to the Buyer other than against cash payment.
5.3 This quotation constitutes written acceptance and confirmation by the Seller of the order for the Goods.
5.4 Having issued this quotation which is a contractual offer to sell the Goods, the Seller shall not be entitled to enter into a contract for the sale of Goods upon the Buyer's written acceptance of this quotation and of these Terms and Conditions.
5.5 This quotation (including any non-standard price negotiated in accordance with sub-Clause 4.1) is valid for a period of <insert period e.g. 30 days>> only from the date of issue unless expressly withdrawn by the Seller at an earlier time.
5.6 Either the Seller or the Buyer may cancel the order for any reason without liability to the other party. Acceptance (or rejection) of this quotation.

6. Payment

6.1 Following the Buyer's acceptance of this quotation, the Seller shall invoice the Buyer for the Price either:
(a) on or at any time after delivery of the Goods; or
(b) where the Goods are to be collected by the Buyer or where the Buyer waives delivery of the Goods, at any time after the Seller has notified the Buyer that the Goods are ready for collection or the Seller has tendered delivery of the Goods.
6.2 The Buyer shall pay the Price within <insert period>> of the date of the Seller's invoice or otherwise in accordance with any credit terms agreed between the Seller and the Buyer.
6.3 Payment must be made by the Buyer notwithstanding that delivery may not have taken place and / or that the title in the Goods has not passed to the Buyer.
6.4 If the Buyer fails to make payment within the period in sub-Clause 6.2, the Seller may suspend any further deliveries to the Buyer [, cancel any pending orders and charge the Buyer interest at the rate of <insert percentage>>% per annum (or the current bank name>> base rate from time to time on the amount outstanding until payment in full).
6.5 Time for payment shall be of the essence of the Contract between the Seller and the Buyer.
6.6 All payments must be made in <insert currency>> unless otherwise agreed in writing between the Seller and the Buyer.

7. Delivery

7.1 The Seller shall arrange for the delivery of the Goods on [or as near as possible to] the delivery date detailed in this quotation to the address specified in the quotation or to another location as agreed in writing between the Seller and the Buyer.
7.2 If no delivery address is specified by the Buyer or if it is so agreed between the Seller and the Buyer, the Buyer shall collect the Goods from the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.
7.3 Subject to the specific terms of any special delivery service, delivery must be made at the time of the day and must be accepted at any time of the day.
7.4 If the Buyer fails to take delivery of the Goods the Seller may, at its discretion, make arrangements for the redelivery of the Goods, at its discretion, to the Buyer or to another location, at the Buyer's expense, without prejudice to any other rights:
(a) store or arrange for the storage of the Goods and shall charge the Buyer the costs and expenses including, but not limited to, transportation, storage and handling charges;
(b) make arrangements for the redelivery of the Goods and shall charge the Buyer the costs and expenses of such redelivery.
7.5 If redelivery is not possible under sub-Clause 7.4(b), the Buyer shall be deemed to have accepted the Goods from the Seller's premises and shall be notified of the same. The Seller shall not be liable to charge the Buyer for all associated costs including, but not limited to, storage and handling charges.
7.6 If the Seller fails to deliver the Goods on the delivery date other than for reasons beyond the Seller's control, the Buyer may give written notice to the Seller within <insert period>> of the delivery date requiring the Seller to deliver the Goods within <insert period>> of the delivery date.
7.7 If the Seller receives no notice from the Buyer under sub-Clause 7.6, it shall be deemed to have delivered the Goods [at any time after the Seller's delivery date] OR [within <insert period>> ("Late Delivery Period") of the delivery date.]
7.8 If the Seller fails to deliver within either the Notice Period [or the Late Delivery Period (if applicable)], the Buyer shall have the right to cancel the order and the Seller shall be liable for the excess (if any) of the cost to the Buyer of finding suitable substitute goods available in the market.

8. Inspection of Goods

8.1 The Buyer shall be under a duty to inspect the Goods on delivery or collection.

not be examined, the carriers note or such other note as appropriate may be required.
The Seller shall not be liable for any damage or shortages it must inform the Seller in writing within 14 days of delivery, providing details of the alleged damage or shortage. The Seller shall not be liable if the Buyer fails to provide such notice.
The Buyer shall not be permitted to inspect the affected Goods before the Buyer uses, alters or disposes of the Goods.
The Buyer's compliance with this Clause 8 and the Seller's agreement with any other provisions, the Seller shall make good any and all damage and shortages arising from the Buyer's failure to inspect the Goods.
The Seller shall be under no liability for and shall not indemnify the Buyer against any matters arising from damage or shortages.

The Seller shall not be returned without the prior written agreement of the Seller.
Under Clause 9.4, the Seller shall only accept returned Goods if it is satisfied that the Goods are defective and that such defects would not be apparent on inspection.
The Buyer shall have the option of either replacing defective Goods within <insert period>> of the date of the Seller's notification or shall refund to the Buyer the Price for those Goods which are defective.
The Buyer shall return any Goods within six months of those Goods coming to market (that is, the date of the Seller's notification) within <insert period>> of delivery provided that the Buyer bears the risk and cost of returning the Goods;
The Seller shall not be liable for any costs incurred in rectifying any deterioration of the Goods arising from the Buyer's incorrect handling or storage of the Goods.
The Seller shall not be liable for defects arising out of normal wear and tear, the Buyer's failure to comply with the Seller's instructions given by the Seller, misuse or alteration of the goods, or any other act of the Buyer, its employees, agents or any other third party.

The risk of loss of the Goods shall pass to the Buyer either when the Goods are delivered to the Buyer or when the Seller notifies the Buyer that the Goods are ready for collection.

The Seller shall not be liable if the Buyer negligently fails to take delivery of the Goods, risk shall pass to the Buyer at the time of the Seller's tendered delivery of the Goods.
The Seller shall retain beneficial title in the Goods shall not pass to the Buyer until the Seller has received the full payment of the Price.

The Seller reserves the right to repossess any Goods in which the Seller retains legal and beneficial title if payment is not received in accordance with Clause 6. In the event of such repossession, the Seller shall deliver the Goods in which legal and beneficial title has not passed to the Buyer at the time of repossession at no cost.

The Seller shall not be liable for loss of possession of the Goods in which the Seller retains legal and beneficial title.

The Seller shall not be liable for a material breach of its obligations under these Terms and Conditions; provided that the Seller becomes the subject of a bankruptcy order or takes advantage of any other insolvency procedure for the relief of insolvent debtors; or the Seller enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other insolvency procedure, or an arrangement is made with its creditors; or the Seller enters any meeting of its creditors, enters into voluntary or compulsory liquidation, or the Seller, its manager, administrator or administrative receiver appointed in respect of the Seller, or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Seller, notice of intention to appoint an administrator in respect of the Seller, or by the Buyer or any of its directors or by a qualifying floating charge holder under paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or an order is made by any court for the winding up of the Buyer or for the granting of an order for the liquidation of the Buyer in respect of the Buyer, or any proceedings are commenced relating to the insolvency of the Buyer.

9. Warranties and Liability

The Seller warrants that the Goods conform to the Terms and Conditions and except where the Buyer is purchasing the Goods for resale, all warranties, conditions or other terms implied by statute or common law (including, but not limited to, the implied warranties under Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent possible.
The Seller shall not be liable for any loss or damages of any nature, direct or indirect, arising from the use of the Goods, including profits or consequential damages suffered or incurred by the Buyer for the use of the Goods.
The Seller's liability contained within this Clause 11 shall not exclude or limit the Seller's liability for personal injury caused by the Seller's negligence; or for the Seller's liability which it would be illegal for the Seller to exclude or limit its liability; and for the Seller's liability for negligent misrepresentation.

These Terms and Conditions shall be in writing and signed by, or on behalf of, the Seller and the Buyer (or a duly authorised officer of that party).
The Seller shall be deemed to have been duly given:
(a) if the Seller is a company, delivered by courier or other messenger (including registered mail) during normal business hours of the recipient;
(b) if the Seller is an individual, delivered by fax or email and a successful transmission report or return receipt is received by the Seller the day following mailing, if mailed by national ordinary mail; or
(c) if the Seller is an individual, the day following mailing, if mailed by airmail.
All notices under these Terms and Conditions shall be addressed to the most recent address or fax number notified to the other party.

The Seller shall not be liable for any failure or delay in performing their obligations where such failure or delay is caused by any cause that is beyond the reasonable control of that party. Such causes shall include, but not be limited to: power failure, Internet Service Provider failure, industrial action, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

The Seller shall not be liable for any breach of these Terms and Conditions by the Buyer shall be deemed to have been duly given:
(a) if the Buyer is a company, delivered by courier or other messenger (including registered mail) during normal business hours of the recipient;
(b) if the Buyer is an individual, delivered by fax or email and a successful transmission report or return receipt is received by the Buyer the day following mailing, if mailed by national ordinary mail; or
(c) if the Buyer is an individual, the day following mailing, if mailed by airmail.
All notices under these Terms and Conditions shall be addressed to the most recent address or fax number notified to the other party.

If any provision of these Terms and Conditions is found to be unlawful, invalid or unenforceable, that / those provisions shall be deemed severed from the remainder of the Terms and Conditions (which shall remain valid and enforceable).

10. Governing Law

These Terms and Conditions (including any non-contractual matters and obligations arising from the Terms and Conditions therewith) shall be governed by, and construed in accordance with, the law of the United Kingdom.
In the event of any controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising from the Terms and Conditions therewith) shall fall within the jurisdiction of the courts of England and Wales.