

1. Application

1.1 These Terms and Conditions shall apply to the purchase of the Goods (the "Goods") by you ("Buyer") from <<insert business / trading name>> registered in <<insert country of registration>> under number <<insert registration number>> whose registered office is at] **OR** [of] <<insert address>> and to the payment of this invoice. No other terms and conditions shall apply to the Goods or to this invoice unless agreed upon in writing between the Buyer and the Seller.

1.2 The essence of these Terms and Conditions remains the same as the Seller's quotation. The tense has been altered to reflect the inclusion of these Terms and Conditions in an invoice.

2. Interpretation

2.1 A "business day" means any day other than a Saturday, Sunday or public holiday.

2.2 The headings in these Terms and Conditions are for convenience only and shall 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 of goods>> and confirmed in the quotation and this invoice. In accepting the quotation, the Buyer has acknowledged that it does not rely on any other representation or warranty of the Seller save for those made in writing by the Seller. No description set out in the Seller's <<insert document e.g. brochure>> shall be binding on the Buyer, but are intended as a guide only.

3.2 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory requirements.

4. Price

4.1 Subject to sub-Clause 4.2, the price ("Price") of the Goods shall be the Price quoted in the quotation, accepted by the Buyer and confirmed in this invoice.

4.2 Any increase in the cost of the Goods to the Seller due to any increase in the cost of the Goods to the Seller, including, but not limited to, material costs, labour costs, exchange rates or duties, or changes to delivery rates, shall be reflected in the Price. The Seller's right to increase the Price prior to delivery of the Goods shall be subject to the Seller's right to increase the Price prior to delivery of the Goods.

4.3 Any increase in the Price under sub-Clause 4.2 shall only take place if the Seller has notified the Buyer of the increase in writing.

4.4 The Price is [inclusive] **OR** [exclusive] of fees for packaging and delivery.

4.5 The Price is [inclusive] **OR** [exclusive] of any applicable VAT and other taxes, levies which are imposed or charged by any competent authority.

5. Basis of Sale

5.1 The quotation constitutes written acceptance and confirmation by the Seller of the Buyer's order for the Goods.

5.2 The quotation is a contractual offer to sell the Goods which the Buyer has accepted. The Seller and the Buyer have entered into a contract for the sale of the Goods.

6. Payment

6.1 The Buyer shall pay the Price stated in this invoice within <<insert period>> of the date of this invoice or otherwise in accordance with any credit terms agreed between the Seller and the Buyer.

6.2 Payment must be made by the Buyer notwithstanding that delivery of the Goods has not taken place and / or that the property in the Goods has not passed to the Buyer.

6.3 If the Buyer fails to make payment within the period in sub-Clause 6.1, the Seller may suspend any further deliveries to the Buyer, cancel any pending order and charge the Buyer interest at the rate of <<insert percentage>>% of the <<insert bank name>> base rate from time to time on the amount of the Goods not paid for until payment is received in full.

6.4 Time for payment is of the essence of the Contract between the Seller and the Buyer.

6.5 All payments must be made in <<insert currency>> unless otherwise agreed between the Seller and the Buyer.

7. Delivery

7.1 The Seller [has delivered the Goods to the Buyer, enclosing this invoice with the Goods] or [has notified the Buyer that the Goods are ready for collection by the Buyer] **OR** [has notified the Buyer that the Goods are ready for collection by the Buyer] **ON** <<insert date>>].

8. Inspection of Goods

8.1 The Buyer is under a duty to inspect the Goods on delivery or collection of the Goods. If the Goods cannot be examined, the carriers note or such other document must be marked "not examined".

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8.3 If the Buyer identifies any damage or shortages it must inform the Seller within <<insert period>> of delivery, providing details of the alleged damage or shortages. The Seller shall not be liable if the Buyer fails to provide such notice.

8.4 The Seller must be permitted to inspect the affected Goods before delivery. The Seller may alter or modify them in any way.

8.5 Subject to the Buyer's compliance with this Clause 8 and the Seller's obligation to inspect the affected Goods, the Seller shall make good any alleged damage or shortages, the Seller shall make good any alleged damage or shortages within a reasonable time.

8.6 The Seller shall be under no liability for and shall not indemnify the Buyer for any damage or shortages.

9. Returns

9.1 Goods may not be returned without the prior written agreement of the Seller.

9.2 Subject to sub-Clause 9.4, the Seller shall only accept returned Goods if the Buyer has notified the Seller that those Goods are defective and that such defects would not have been discovered by inspection.

9.3 The Seller shall have the option of either replacing defective Goods or refunding the Price for the defective Goods.

9.4 The Buyer may return any Goods within six months of those Goods being delivered (that is, the launch of such goods) within <<insert period>> of delivery of the Goods. The Buyer bears the risk and cost of returning the Goods;

(a) the Buyer indemnifies the Seller against any costs incurred by the Seller in connection with the return of the Goods; and

(b) the Buyer indemnifies the Seller against any costs incurred by the Seller in connection with the return of the Goods resulting from the Buyer's incorrect handling of the Goods.

9.5 The Seller shall not be liable for defects arising out of normal wear and tear or the Buyer's failure to follow any instructions given by the Seller, misuse of the Goods, negligence, wilful damage or any other act of the Buyer, its employees or any other third party.

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the risk of loss of the Goods shall pass to the Buyer either when the Seller has delivered the Goods to the Buyer or when the Seller notifies the Buyer that the Goods are delivered.

If the Seller wrongfully fails to take delivery of the Goods, risk shall pass to the Buyer when the Seller has tendered delivery of the Goods.

The Seller's legal title in the Goods shall not pass to the Buyer until the Seller has cleared funds, payment in full of the Price.

The Seller reserves the right to repossess any Goods in which the Seller retains legal title if full payment is not received in accordance with Clause 6. In the event of repossession the Buyer shall deliver the Goods in which legal title has not passed to the Seller at its own cost.

The Seller's right to possession of the Goods in which the Seller retains legal title shall terminate if:

(a) the Seller commits a material breach of its obligations under these Terms and Conditions;

(b) the Seller becomes the subject of a bankruptcy order or takes advantage of any insolvency provision for the relief of insolvent debtors;

(c) the Seller enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986 or a scheme of arrangement is made with its creditors; or

(d) the Seller appoints any meeting of its creditors, enters into voluntary or compulsory liquidation, receiver, manager, administrator or administrative receiver appointed in connection with or undertakings or any part thereof, any documents are filed with the court in connection with the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying person (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), or a petition presented to any court for the winding up of the Buyer or an administration order in respect of the Buyer, or any proceedings are brought in connection with the insolvency or possible insolvency of the Buyer.

Notwithstanding the above, the Seller's obligations under these Terms and Conditions shall not be terminated by the occurrence of any of the events mentioned above.

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10. Warranties and Liability

10.1 These Terms and Conditions and except where the Buyer is purchasing the Goods as a consumer, all warranties, conditions or other terms implied by statute or common law (including those for those implied by Section 12 of the Sale of Goods Act 1979) are hereby excluded to the extent permitted by law.

10.2 The Seller shall not be liable for any loss or damages of any nature, direct or indirect, or any loss of profits or consequential damages suffered or incurred by the Buyer, in connection with the Goods, except as expressly stated herein.

10.3 The limitations of liability contained within this Clause 11 shall not exclude or limit the Seller's liability for:

(a) death or personal injury caused by the Seller's negligence; or

(b) for which it would be illegal for the Seller to exclude or limit its liability;

(c) fraudulent misrepresentation.

11. Notices

11.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

11.2 Notices shall be deemed to have been duly given:

(a) if delivered by courier or other messenger (including registered mail) during the Seller's business hours of the recipient;

(b) if transmitted by fax or email and a successful transmission report or return receipt is received;

(c) on the next business day following mailing, if mailed by national ordinary mail; or

(d) on the next business day following mailing, if mailed by airmail.

11.3 These Terms and Conditions shall be addressed to the most recent address or fax number notified to the other party.

11.4 The Seller shall not be liable for any failure or delay in performing their obligations where the failure or delay results from any cause that is beyond the reasonable control of the Seller, including, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of God, war, governmental action or any other event that is beyond the control of the Seller.

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11.7 If one or more of these Terms and Conditions is found to be unlawful, void or unenforceable, that / those provisions shall be deemed severed from these Terms and Conditions (which shall remain valid and enforceable).

12. Disputes and Arbitration

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

12.2 Any controversy, proceedings or claim between the Seller and the Buyer arising out of or in connection with these Terms and Conditions (including any non-contractual matters and obligations associated therewith) shall fall within the jurisdiction of the courts of England and Wales.