

## STANDARD TERMS AND CONDITIONS

## THE SALE OF GOODS

### 1. Application of Terms and Conditions

- 1.1 The Seller shall sell the Goods to the Buyer with any quotation or order of the Buyer in writing, and the Seller [or the Contract attached hereto as Schedule 1] shall be deemed to have accepted the Buyer's order.
- 1.2 These Terms and Conditions shall apply to the Contract to the exclusion of any other terms and conditions, whether written or oral, purported to be a part of the Contract or purported to be made a part of the Contract.

purchase the Goods in accordance with any quotation or order of the Buyer, or any order of the Buyer in writing, and the Seller [or the Contract attached hereto as Schedule 1] shall be deemed to have accepted the Buyer's order.

the Contract to the exclusion of any other terms and conditions, whether written or oral, purported to be a part of the Contract or purported to be made a part of the Contract.

### 2. Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

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**“Business Day”**

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

**“Buyer”**

the person who accepts a quotation or offer of the Goods or whose order for the Goods is accepted by the Seller;

**“Contract”**

the contract for the purchase and sale of the Goods, whether written or oral, and be subject to, these Terms and Conditions, and is attached hereto as Schedule 1;

**“Contract Price”**

the price payable for the Goods in the Contract payable for the Goods;

**“Delivery Date”**

the date on which the Goods are to be delivered to the Buyer's order and accepted by the Seller in writing, and the Contract;

**“Goods”**

the goods, including any instalment of the goods, which the Seller is to supply in accordance with the Contract;

**“Month”**

any month; and

**“Seller”**

the person, by name>>, a company or an individual, under <<insert company name>> and includes all persons acting on behalf of <<insert company name>>.

- 2.2 Unless the context otherwise requires, the following expressions shall have the meanings:

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- 2.2.1 “writing”, and “in writing”, includes a reference to any written communication, whether by electronic or facsimile transmission or otherwise;

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2.2.2 a statute or regulation is a reference to that statute or regulation as amended or supplemented at the relevant time;

2.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

2.2.4 a Schedule is a reference to a Schedule of these Terms and Conditions; and

2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (or a paragraph of the relevant Schedule).

2.2.6 a "Party" or "parties" is a reference to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.

2.4 Words imparting the singular include the plural and vice versa.

2.5 References to any gender include the other gender.

### 3. Basis of Sale

3.1 The Seller's employees, agents, representatives or authorised representatives are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into a contract for the sale of the Goods, the Buyer acknowledges that it does not rely on, and waives, any such representations which are not so confirmed.

3.2 No variation to the terms of these Terms and Conditions, or to the Contract, shall be binding unless agreed in writing by the authorised representatives of the Buyer and the Seller.

3.3 Sales literature, price lists, quotations or other documents issued by the Seller in relation to the Goods are for information only and do not constitute an offer of acceptance. No contract for the sale of the Goods shall be entered into by the Seller unless the Seller has issued a quotation which is effective and the Buyer has accepted to sell the Goods or has accepted the quotation as the earlier of:

3.3.1 the Seller's quotation;

3.3.2 delivery of the Goods;

3.3.3 the Seller's invoice.

3.4 Any typographical, clerical or other errors or omissions in any sales literature, quotation or other document shall be corrected by the Seller, subject to correction without any liability on the part of the Seller.

### 4. Orders and Specification

4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

4.2 The specification for the Goods shall be that set out in the Seller's sales literature or in the Buyer's order (if such specification is set out in the Buyer's order).



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variation(s) is/are at least the minimum units or multiples of those units. Orders for quantities other than these will be adjusted accordingly.

4.3 Illustrations, photographs, price lists or other documents, whether in catalogues, brochures, or otherwise, are intended as a guide only and shall not be binding.

4.4 The Seller reserves the right to make changes in the specification of the Goods which are not in violation of any applicable safety or other regulatory requirements, provided that the Buyer's specific requirements are not materially affected and the performance is not materially affected.

4.5 No order which has been accepted by the Buyer except with the written approval of the Buyer shall indemnify the Seller for all loss (including loss of profit), damages, charges, and expenses incurred by the Seller as a result of such cancellation.

## 5. Price

5.1 The Contract Price shall be the price listed in the Seller's price list at the date of acceptance of the Buyer's order or such other date as may be agreed in writing by the Seller and the Buyer.

5.2 Where the Seller has published a price list, the price quoted shall be valid for <<insert number of days>> days only, unless otherwise specified by the Seller.

5.3 The Seller reserves the right, before delivery, to increase the cost to the Seller of the Goods (including, without limitation, changes in regulation, alteration of materials or other components, or other factors) which are requested by the Buyer, or which are requested by the Buyer or failure of the Buyer to accept the Goods.

5.4 [The Seller [will] Offer quantity discounts subject to and in accordance with the Seller's published price list for the Goods current at the time of the Buyer's order.]

5.5 [Any settlement discount offered by the Seller to the Buyer shall be allowed by the Seller on or before the payment terms set forth in the Conditions and provided that no other amounts owing to the Seller are overdue and unpaid.]

5.6 Except as otherwise specified in any quotation or in any price list published by the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices shall include the Seller's charges for packaging and transport.

5.7 The Contract Price shall include any applicable value added tax, excise, or other taxes or levies which are imposed or charged by any

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The Seller may be cancelled by the Buyer except with the written approval of the Seller on the terms that the Buyer shall indemnify the Seller for all loss (including loss of profit), damages, charges, and expenses incurred by the Seller as a result of such cancellation.

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competent fiscal authorities and may be additionally liable to

Goods, which the Buyer shall be

## 6. Payment

6.1 Subject to any special conditions between the Buyer and the Seller, the Seller shall deliver the Goods to the Buyer or at any time after the Goods are ready for delivery collected by the Buyer or at any time after the Goods are ready for delivery collected by the Buyer, in which event the Seller shall be entitled to invoice the Buyer for the Contract Price at a time when the Goods are ready for delivery of the Goods.

6.2 The Buyer shall pay the Contract Price of the Goods (less any discount or other deduction, credit or set off) within <<insert period>> of the date of the Seller's invoice or otherwise in accordance with the terms as may have been agreed in writing between the Buyer and the Seller. Payment shall be made on the date of delivery of the Goods or at the place and/or time specified in the Contract. Receipts shall be issued by the Seller only upon request.

6.3 All payments shall be made by the Buyer as indicated on the form of invoice or order as indicated on the form of invoice or order.

6.4 The Seller is not obliged to supply the Goods to any customer or buyer who has not supplied the Seller with a valid order. If at any time the Seller is not satisfied with the creditworthiness of the Buyer it may give notice in writing to the Buyer that it reserves the right in which event no further delivery shall be made against cash payment and Conditions, all payments shall be immediately payable by the Buyer to the Seller.

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## 7. Delivery

7.1 Delivery of the Goods shall be made by the Seller to the place in the United Kingdom specified in the Buyer's order and/or the Seller's invoice or at the place to which the Goods are to be delivered by the Seller or at any time after the Seller has notified the Buyer that the Goods are ready for collection.

7.2 The Delivery Date is the date of delivery of the Goods to the Buyer in writing. The Goods may be delivered by the Seller at any time after the Seller has notified the Buyer that the Goods are ready for collection.

7.3 Where the Goods are delivered to the Buyer in instalments, each delivery shall constitute a separate contract and the Seller shall be entitled to deliver any one or more of the instalments at any time after the Seller has notified the Buyer that the Goods are ready for collection.

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7.4 If the Buyer fails to take delivery of the Goods on the Delivery Date and/or does not give its consents or authorizations by that date, the Seller shall store or arrange for storage of the Goods in accordance with the provisions of sub-Clause 7.3 and delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and charges arising from such failure.

## 8. Non-Delivery

8.1 If the Seller fails to deliver any part thereof on the Delivery Date other than for reasons beyond its reasonable control or the Buyer's or its carrier's fault:

8.1.1 if the Seller fails to deliver any part thereof at any time thereafter] **OR** [within <<insert period>> days after the Delivery Date] the Seller shall have no liability in respect of such late delivery.

8.1.2 if the Buyer does not take delivery of the Goods within <<insert period>> Business Days after receiving written notice from the Seller, the Buyer's liability shall be limited to the cost to the Buyer (in the cheapest available mode of transport) of those not delivered over the price of the Goods.

## 9. Inspection/Shortage

9.1 The Buyer is under no liability to inspect the Goods on delivery or on collection as the case may be.

9.2 Where the Goods are delivered by carrier, the carrier's note or such other note as may be appropriate shall be taken as evidence of the quantity and condition of the Goods at the time of delivery.

9.3 The Seller shall be liable for any damage or shortages that would not be apparent on reasonable inspection if the provisions of this Clause 9 are not complied with. The Seller will be under no liability if a written complaint is not delivered to the Seller within <<insert period>> Business Days of delivery detailing the nature and extent of the shortage.

9.4 In all cases where the Buyer has complained of the Seller shall be under no liability in respect of any Goods damaged in transit as long as the Buyer has had an opportunity to inspect the Goods and no alteration or modification is made thereof or any alteration or modification is made.

9.5 Subject to sub-Clause 9.4, the Seller shall make good any shortage in the Goods and will be under no liability for any Goods damaged in transit as long as the Buyer has had an opportunity to inspect the Goods and no alteration or modification is made thereof or any alteration or modification is made.

## 10. Risk and Retention of Title

10.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:

the time of delivery of the Goods or any part of them on the Delivery Date and/or when the Seller gives written notice to the Buyer to take delivery of the Goods and then notwithstanding the provisions of sub-Clause 7.3 the Goods shall pass to the Buyer, the Seller shall have no liability in respect of any damage and insurance charges arising from such failure.

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- 10.1.1 in the case of delivery of the Goods at the Seller's premises, the time when the Seller makes the Goods available for collection; or
- 10.1.2 in the case of delivery of the Goods at any other premises, the time when the Buyer wrongfully fails to take delivery of the Goods after the Seller has tendered delivery of the Goods.
- 10.2 Notwithstanding delivery of the Goods, the legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment of the price of the Goods.
- 10.3 [Sub-Clause 10.2 notwithstanding delivery of the Goods, the legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment of the price of the Goods and any other goods supplied by the Seller in connection with the Goods, and the Buyer has paid all moneys owed to the Seller, in full.]
- 10.4 Until payment has been received in full in accordance with these Terms and Conditions and the Buyer's obligations under the Goods has passed to the Buyer, the Buyer shall remain in possession of the Goods as bailee for the Seller and the Buyer shall be responsible for the Goods separately and in an appropriate manner, and the Buyer shall be deemed to be identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.
- 10.5 The Buyer shall not be entitled to set off or in any way charge by way of set-off or counterclaim any claim against the Seller in respect of goods which remain the property of the Seller or in respect of any claim owing by the Buyer to the Seller or in respect of any claim owing by the Seller to the Buyer (or remedy of the Seller) forthwith.
- 10.6 The Seller reserves the right to enter the premises of the Buyer at any time for the purpose of inspecting the Goods to ensure compliance with the requirements of sub-Clause 10.4. The Seller may also enter the premises of the Buyer at any time for the purpose of inspecting the Goods to ensure compliance with the requirements of sub-Clause 10.4.
- 10.7 The Buyer's right to the legal and beneficial title of the Goods in which the Seller maintains title shall be subject to the following conditions:
- 10.7.1 the Buyer commits a material breach of his obligations under these Terms and Conditions;
- 10.7.2 the Buyer enters into a liquidation arrangement under Parts I or VIII of the Insolvency Act 1986 (as amended), or a similar arrangement is made with his creditors;
- 10.7.3 the Buyer is subject to a bankruptcy order or takes advantage of any provision for the relief of insolvent debtors;
- 10.7.4 the Buyer commences proceedings with its creditors, enters into voluntary liquidation, or enters into a receivership, or enters into a compulsory liquidation, or enters into an administrative receivership, or any part of any of the above, or any appointment is made in respect of the Buyer, notice of which is given by the Buyer or any of its



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ing charge-holder (as defined in  
Insolvency Act 1986), a resolution  
ny court for the winding up of the  
administration order in respect of the  
enced relating to the insolvency or

## 11. Assignment

- 11.1 The Seller may assign any part of it to any person, firm or company without the consent of the Buyer.
- 11.2 The Buyer shall not assign the Contract or any part of it without the prior written consent of the Seller.

## 12. Defective Goods

- 12.1 If on delivery any of the Goods are found to be defective in any material respect and either the Buyer lawfully rejects the Goods or the Seller is notified in writing for on delivery as "defective" or "not as described", the Buyer gives written notice of such defect to the Seller within <insert period>> Business Days of delivery, the Seller shall:
- 12.1.1 replace the defective Goods with new Goods of the same description within <insert period>> Business Days of receiving the notice of defect;
- 12.1.2 refund to the Buyer the full purchase price of those Goods (or parts thereof, as appropriate) and bear the cost of return of the Goods to the Buyer in respect thereof and the Buyer may not return the Goods if the return is not refused or notice given by the Seller within <insert period>> Business Days of delivery;
- 12.2 No Goods may be returned to the Seller. Subject to the above, if the Goods were supplied subject to a trial period, the Seller may, at its sole discretion, accept such defective Goods for return and, if so, the Seller shall, without the prior agreement in writing, return the Goods to the Buyer free of charge or, at the Buyer's option, replace free of charge or, at the Buyer's option, refund or credit to the Buyer the price of the Goods. The Seller shall have no further liability to the Buyer.
- 12.3 If the Buyer purchases Goods for return, the Buyer shall return the Goods or any part of such Goods to the Seller within <insert period>> Business Days of delivery, provided always that the Buyer exercising such right shall:
- 12.3.1 return such Goods in the same condition as received; and
- 12.3.2 indemnify the Seller for any loss or damage incurred by the Seller in rectifying the Goods, including any loss or damage caused by incorrect storage or use of the Goods.
- 12.4 The Seller shall be liable for any defect arising from fair wear and tear, or from any defect arising from negligence, subjection to normal conditions, failure to comply with instructions (whether given orally or in writing), misuse or from any defect arising from any other act or omission of the Buyer, its employees or agents or any third party.



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12.5 Subject as express terms and Conditions, and except where the Goods are sold by the Seller, all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.

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12.6 Except in respect of injury caused by the Seller's negligence, or as otherwise provided in these Terms and Conditions, the Seller shall not be liable in respect of any representation, or any implied warranty, condition or duty at common law or under statute, or under the Contract, for any direct or consequential loss or damage (including without limitation loss of profit) suffered by the Buyer (including without limitation loss of profit) (and whether caused by the negligence of the Seller or otherwise) which arise out of or in connection with the Goods or their use or resale by the Buyer.

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12.7 The Buyer 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 Buyer is in compliance with all requirements and that handling and sale of the Goods is in accordance with directions given by the Seller or any governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition.

### 13. Buyer's Default

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13.1 If the Buyer fails to pay the amount due by the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

13.1.1 cancel the order and refuse to make further deliveries to the Buyer;

13.1.2 appropriate use of the Goods (or the proceeds of sale of the Goods) under the contract between the Buyer and the Seller (notwithstanding any purported appropriation by the Buyer);

13.1.3 charge the Buyer with interest (to be determined after any judgement) on the amount unpaid 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:

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13.2.1 the Buyer failing to perform any of its obligations hereunder or otherwise in breach of the contract;

13.2.2 the Buyer becoming insolvent or entering into an administration order or enters into a voluntary arrangement or is subject to the Insolvency Act 1986 or VIII of the Insolvency Act 1986 or (being an individual or partnership) goes into liquidation or (being a company) goes into liquidation;

13.2.3 an encumbrance being placed on the property of the Buyer or a receiver is appointed, of any of the assets of the Buyer;

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13.2.4 the Buyer ceases to carry on business; or

13.2.5 the Seller rescinds the Contract if it determines that any of the events mentioned above is attributable to the Buyer and notifies the Buyer accordingly.

13.3 If sub-Clause 13.2 applies, the Seller shall be entitled to any other right or remedy available to the Seller and is not entitled to cancel the Contract or suspend any further performance of the Contract without any liability to the Buyer, and if the Goods are delivered but not paid for the price shall nevertheless be payable notwithstanding any previous agreement or arrangement.

#### 14. Limitation of Liability

14.1 Subject to the provisions of sub-Clause 12 and 12 the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its sub-contractors) to the Buyer in respect of:

14.1.1 any breach of the Seller's obligations under the Conditions or the Contract;

14.1.2 any use made of the Goods (including modifications) or resale by the Buyer or any other person of any product incorporating any of the Goods; and

14.1.3 any representation made by the Seller or its sub-contractors, including negligent or tortious act or omission including in connection with the Contract.

14.2 All warranties, conditions and obligations implied by statute or common law (including section 2 of the Sale of Goods Act 1979) shall be excluded from the Contract.

14.3 Nothing in these Terms and Conditions excludes or limits the liability of the Seller:

14.3.1 for death or personal injury caused wholly or partly by the Seller's negligence;

14.3.2 for any matter which is held to be illegal for the Seller to exclude or limit liability for;

14.3.3 for fraud or fraudulent misrepresentation.

14.4 Subject to sub-Clause 14.3:

14.4.1 the Seller's total liability shall be limited to the amount of statutory compensation payable in connection with the Contract shall be limited to the Contract Price; and

14.4.2 the Seller shall not be liable for any pure economic loss, loss of profit, loss of goodwill or otherwise, in connection with the Contract, or consequential, or any claims for damages (howsoever caused) which arise out of or in connection with the Contract.

#### 15. Confidentiality, Publication

15.1 The Buyer will regard the Contract and all information obtained by the Buyer relating to the Seller's products of the Seller and will not



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use or disclose to any other person without the Seller's prior written consent provided that such use or disclosure shall not apply to information which is in the public domain or is required by law.

information without the Seller's prior written consent provided that such use or disclosure shall not apply to information which is in the public domain or is required by law.

15.2 The Buyer will not use any name, trademark, house mark or other mark or which is owned by the Seller for any advertisement or other promotional purpose unless such use shall be specifically authorised in writing by the Seller and (where appropriate) the relevant authorities.

any other person to use any name, trademark, house mark or other mark which the Seller is licensed to use for any advertisement or other promotional purposes, note paper, visiting cards, or in any other manner whatsoever unless specifically authorised in writing by the Seller.

15.3 The Buyer will use its best endeavours to ensure compliance with this Clause 15.

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15.4 The provisions of this Clause 15 shall survive the termination of the Contract.

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## 16. Communications

16.1 All notices under the Contract shall be in writing and be signed by, or on behalf of, a duly authorised officer of the Party.

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16.2 Notices shall be deemed to have been given:

given:

16.2.1 when delivered to the recipient by registered mail;

by registered mail or other messenger (including a courier) during the business hours of the recipient; or

16.2.2 when sent, by e-mail or other electronic transmission;

by e-mail or other electronic transmission; or

16.2.3 on the fifth business day after the date of posting by ordinary mail;

by registered mail, if mailed by national or international registered mail;

16.2.4 on the tenth business day after the date of posting by airmail, postage prepaid.

by airmail, if mailed by airmail, postage prepaid.

16.3 All notices under the Contract shall be addressed to the most recent address, e-mail address or facsimile address notified to the other Party.

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## 17. Force Majeure

Neither Party shall be liable for failure or delay in performing their obligations where such failure or delay is caused by an event beyond the control of that Party. Such events shall include, but are not limited to: power failure, Internet Service Provider failure, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, or any other event that is beyond the control of that Party.

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## 18. Waiver

The Parties agree that no failure or delay in performing their obligations under the Contract shall constitute a breach of any provision or any other provision. Such failure shall not be a breach and shall not constitute a breach and shall not constitute a breach.

to enforce the performance of any provision or any other provision. Such failure shall not be a breach of any preceding or subsequent provision or any other provision.



19. **Severance**

The Parties agree that, in the event that any provision of these Terms and Conditions or the Contract is held to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be severed from the remainder of these Terms and Conditions and the Contract shall remain in full force and effect.

Any provision of the provisions of these Terms and Conditions which is held to be unlawful, invalid or otherwise unenforceable shall be severed from the remainder of the Contract). The remainder of 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 Third Parties) Act 1999.

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 be governed by, and the jurisdiction shall lie with, the laws of England and Wales.

The Contract (including any non-contractual obligations or associated therewith) shall be governed by, and the jurisdiction shall lie with, the laws of England and Wales.

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

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



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**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN:**

(1) <<Name of Seller>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>>] (“the Seller”)

(2) <<Name of Buyer>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>>] (“the Buyer”)

**WHEREAS:**

(1) The Seller is in the business of selling <<insert description of goods>> goods and hereby agrees to sell those goods (the “Goods”) in accordance with, and subject to, the Terms and Conditions of the Contract.

(2) The Buyer wishes to purchase <<insert description of goods>> goods in accordance with, and subject to, the Terms and Conditions of the Contract.

**IT IS AGREED** as follows:

1. **The Contract**

1.1 Any and all references to “the Contract”, “the Terms and Conditions” and “the Contract or the attached conditions”, all of which shall constitute a contract for the sale of the Goods between the Seller and the Buyer.

1.2 By executing this Contract, the Parties hereby agree to be bound by, and subject to, the Terms and Conditions and the provisions of this Contract.

2. **The Goods, Contract Price and Delivery**

2.1 The Seller shall sell the Goods in accordance with the Terms and Conditions and shall deliver the Goods to the Buyer’s nominated delivery address at <<insert address>>.

2.2 The Buyer shall pay the price of the Goods in accordance with the Seller’s invoice for the same.

2.3 [The following settlement details shall apply to the Goods: <<insert details of settlement discount>>]



Description of Goods	Contract Price	Delivery Date

**IN WITNESS WHEREOF** this Agreement was executed the day and year first before written

SIGNED by  
<<Name and Title of person signing  
for and on behalf of <<Seller's Name

In the presence of  
<<Name & Address of Witness>>

SIGNED by  
<<Name and Title of person signing  
for and on behalf of <<Buyer's Name

In the presence of  
<<Name & Address of Witness>>