STANDARD TERMS A THE SALE OF GOODS

1. **Application of Terms and**

1.1 The Seller shall se urchase the Goods in accordance with any quotation c h is accepted by the Buyer, or any order of the Buyer w Seller; and

1.2 These Terms and C e Contract to the exclusion of any other terms and co any such quotation is accepted or purported to be a or any such order is made or purported to be mad

2. **Interpretation**

2.1 In these Terms an e context otherwise requires, the following expressio anings:

"Business Day"	han a Saturday, Sunday or bank
"Buyer"	accepts a quotation or offer of the e Goods or whose order for the he Seller;
"Contract"	the purchase and sale of the rms and Conditions;
"Contract Price"	in the Contract payable for the
"Delivery Date"	ch the Goods are to be delivered er's order and accepted by the
"Goods"	ding any instalment of the goods which the Seller is to supply in Terms and Conditions;
"Month"	th; and
"Seller"	ny name>>, a company nder <<insert company address>> and includes all of <<insert company name>>.

2.2 Unless the context ch reference in these Terms and Conditions to:

2.2.1 "wri xpression, includes a reference to any ted by electronic or facsimile tran s;

2.2.2 a s a statute is a reference to that stat nded or re-enacted at the relevant time

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2.2.3 "the ns" is a reference to these Terms and y Schedules as amended or sup t time;

2.2.4 a S these Terms and Conditions; and

2.2.5 a C a reference to a Clause of these Ter ther than the Schedules) or a para hedule.

2.2.6 a "P fer to the parties to these Terms and

2.3 The headings used nditions are for convenience only and shall have n erpretation of these Terms and Conditions.

2.4 Words imparting the clude the plural and vice versa.

2.5 References to any g ther gender.

3. Basis of Sale

3.1 The Seller's emp not authorised to make any representations co less confirmed by the Seller in writing. In entering yer acknowledges that it does not rely on, and waives f, any such representations which are not so confirme

3.2 No variation to the binding unless agreed in writing between the author e Buyer and the Seller.

3.3 Sales literature, pric nts issued by the Seller in relation to the Goods are s hout notice and do not constitute offers to sell the Go f acceptance. No contract for the sale of the Goods s ller unless the Seller has issued a quotation which is e to sell the goods or has accepted an order placed by t s the earlier of:

3.3.1 the ce;

3.3.2 deli

3.3.3 the

3.4 Any typographical, al errors or omissions in any sales literature, quotation f offer, invoice or other document or information issue subject to correction without any liability on the part o

4. Orders and Specification

4.1 No order submitted emed to be accepted by the Seller unless and until con eller's authorised representative.

4.2 The specification f that set out in the Seller's sales documentation unl in the Buyer's order (if such variation(s) is/are a The Goods will only be supplied in the minimum units eller's price list or in multiples of those units. Order other than these will be adjusted

SAMPLE

accordingly.

4.3 Illustrations, photog whether in catalogues, brochures, price lists or other e Seller are intended as a guide only and shall not b

4.4 The Seller reserves changes in the specification of the Goods which are h any applicable safety or other statutory or regulato re the Goods are to be supplied to the Buyer's specif materially affect their quality or performance.

4.5 No order which ha Seller may be cancelled by the Buyer except with t of the Seller on the terms that the Buyer shall indemni st all loss (including loss of profit), costs (including the aterials used), damages, charges and expenses incur sult of such cancellation.

5. **Price**

5.1 The price of the G listed in the Supplier's <<insert document e.g. pric ate of acceptance of the Buyer's order or such other d in writing by the Seller and the Buyer.

5.2 Where the Seller ha Goods other than in accordance with the Seller's pul quoted shall be valid for <<insert period>> days only e Seller may specify.

5.3 The Seller reserves en notice to the Buyer at any time before delivery, to Goods to reflect any increase in the cost to the Sel factor beyond the control of the Seller (including, wi gn exchange fluctuation, currency regulation, alteratio increase in the costs of labour, materials or other , any change in delivery dates, quantities or specifi ich are requested by the Buyer, or any delay caused b e Buyer or failure of the Buyer to give the Seller adec uctions.

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

5.5 **[**Any settlement dis eller in the Contract will be allowed by the Seller to the ods for which payment is received by the Seller on or otherwise in accordance with the payment terms set Conditions and provided that no other amounts owin ler are overdue and unpaid.**]**

5.6 Except as otherwise of any quotation or in any price list of the Seller, and u in writing between the Buyer and the Seller, all price eller's charges for packaging and transport.

5.7 The price is exclusi ue added tax, excise, sales taxes or levies of a simila sed or charged by any competent fiscal authority in re ch the Buyer shall be additionally liable to pay to the S

SAMPLE

6. **Payment**

6.1 Subject to any spe iting between the Buyer and the Seller, the Seller sh he price of the Goods on or at any time after delivery c Goods are to be collected by the Buyer or the Buye delivery of the Goods, in which event the Seller sha he Buyer for the price at any time after the Seller has he Goods are ready for collection or (as the case may red delivery of the Goods.

6.2 The Buyer shall p ods (less any discount or credit allowed by the Selle deduction, credit or set off) within <<insert period>> date of the Seller's invoice or otherwise in accord rms as may have been agreed in writing between the respect of the Contract. Payment shall be made on nding that delivery may not have taken place and/or oods has not passed to the Buyer. The time for the pa be of the essence of the Contract. Receipts for payme n request.

6.3 All payments shal er as indicated on the form of acceptance or invoi

6.4 The Seller is not ob m any customer or buyer who has not supplied the Se actory to the Seller. If at any time the Seller is not sa rthiness of the Buyer it may give notice in writing to t credit will be allowed to the Buyer in which event no elivered to the Buyer other than against cash pay ding sub-Clause 6.2 of these conditions, all amou to the Seller shall be immediately payable in cash.

7. **Delivery**

7.1 Delivery of the Goo Seller delivering the Goods to the place in the United e Buyer's order and/or the Seller's acceptance as the oods are to be delivered by the Seller or, if no plac cified, by the Buyer collecting the Goods at the Selle e after the Seller has notified the Buyer that the Good n.

7.2 The Delivery Date i ime for delivery shall not be of the essence unless pre ller in writing. The Goods may be delivered by the Se ivery Date upon giving reasonable notice to the Buyer.

7.3 Where the Goods instalments, each delivery shall constitute a separa y the Seller to deliver any one or more of the instaln n these Terms and Conditions or any claim by the B one or more instalments shall not entitle the Buyer to hole as repudiated.

7.4 If the Buyer fails t oods or any part of them on the Delivery Date and/ nstructions, documents, licences, consents or author ble the Goods to be delivered on that date, the Seller iving written notice to the Buyer to store or arrange fo ods and then notwithstanding the provisions of sub-C Goods shall pass to the Buyer,

SAMPLE

delivery shall be de ce and the Buyer shall pay to the Seller all costs and age and insurance charges arising from such failure.

8. **Non-Delivery**

8.1 If the Seller fails to part thereof on the Delivery Date other than for reaso asonable control or the Buyer's or its carrier's fault:

8.1.1 if th oods **[**at any time thereafter**] OR [**wit ereafter**]** the Seller shall have no liab e delivery; or

8.1.2 if th otice to the Seller within <<insert peri er the Delivery Date and the Seller fails within <<insert period>> Business Day notice the Buyer may cancel the ord y shall be limited to the excess (if any uyer (in the cheapest available mar those not delivered over the price of th

9. **Inspection/Shortage**

9.1 The Buyer is under e to inspect the Goods on delivery or on collection as t

9.2 Where the Goods c arrier's note or such other note as appropriate shall be

9.3 The Seller shall be damage or shortages that would be apparent on rea n if the provisions of this Clause 9 are not complied w ll be under no liability if a written complaint is not del <<insert period>> Business Days of delivery detailing hortage.

9.4 In all cases where complained of the Seller shall be under no liability in n opportunity to inspect the Goods is supplied to the S made thereof or any alteration or modification is mad

9.5 Subject to sub-Clau ler shall make good any shortage in the Goods and w any Goods damaged in transit as soon as it is reaso erwise shall be under no liability whatsoever arising mage.

10. **Risk and Retention of Tit**

10.1 Risk of damage to c pass to the Buyer at:

10.1.1 in th delivered at the Seller's premises, the ifies the Buyer that the Goods are ava

SAMPLE

10.1.2 in t e delivered otherwise than at the Sell e of delivery or, if the Buyer wro very of the Goods, the time when the very of the Goods.

10.2 Notwithstanding de f risk in the Goods, or any other provision of these legal and beneficial title of the Goods shall not pa e Seller has received in cash or cleared funds paym he Goods.

10.3 **[**Sub-Clause 10.2 n l beneficial title of the Goods shall not pass to the Bu received in cash or cleared funds payment in full of th d any other goods supplied by the Seller and the Buye owed to the Seller, regardless of how such indebtedn

10.4 Until payment has Seller in accordance with these Conditions and title d to the Buyer, the Buyer shall be in possession of th e Seller and the Buyer shall store the Goods separat te environment, shall ensure that they are identifiable e Seller and shall insure the Goods against all reasonab

10.5 In the event that the the Goods to a third party before legal and beneficial nder these Terms and Conditions, the proceeds of suc r such proportion as is due to the Seller) shall be hel alf of the Seller. The Buyer shall ensure that such m ly from, and are in no way mixed with, any other mo all moneys held on the Seller's behalf are identified

10.6 If the Goods are ma form or are used in the process of manufacturing othe ll acquire legal and beneficial title to the resulting g f the title thereto equal to the contribution made t he Goods.

10.7 **[**The Seller may, i provisions of the Companies Act 2006, register any c Conditions.**]**

10.8 The Buyer shall n or in any way charge by way of security for any ind ods which remain the property of the Seller, but if the y owing by the Buyer to the Seller shall (without preju r remedy of the Seller) forthwith become due and pa

10.9 The Seller reserve s any Goods in which the Seller retains title without cably authorises the Seller to enter the Buyer's premi iness hours for the purpose of repossessing the G ler retains title or inspecting the Goods to ensure c ge and identification requirements of sub-Clause 10.4.

10.10 The Buyer's right t ods in which the Seller maintains legal and beneficial

10.10.1 permits any material breach of his obli ns and Conditions;

10.10.2 a voluntary arrangement under Par olvency Act 1986, the Insolvent

SAMPLE

Par s amended), or any other scheme or a his creditors;

10.10.3 mes the subject of a bankruptcy ord f any other statutory provision for the s;

10.10.4 ny meeting of its creditors, enters into ory liquidation, has a receiver, mar dministrative receiver appointed in resp dertaking or any part thereof, any doc e court for the appointment of an adm the Buyer, notice of intention to app given by the Buyer or any of its dire floating charge-holder (as defined in p B1 of the Insolvency Act 1986), a resc ion presented to any court for the win r the granting of an administration ord Buyer, or any proceedings are com insolvency or possible insolvency of t

11. **Assignment**

11.1 The Seller may ass y part of it to any person, firm or company without th the Buyer.

11.2 The Buyer shall not e Contract or any part of it without the prior written con

12. **Defective Goods**

12.1 If on delivery any of in any material respect and either the Buyer lawfully re ective Goods or, if they are signed for on delivery as " unknown" the Buyer gives written notice of such defe insert period>> Business Days of such delivery, the S

12.1.1 repl oods within <<insert period>> Bus he Buyer's notice; or

12.1.2 refu for those Goods (or parts thereof, as a fective;

but the Seller shall o the Buyer in respect thereof and the Buyer may not r y is not refused or notice given by the Buyer as set ou

12.2 No Goods may be r hout the prior agreement in writing of the Seller. Subje turned which the Seller is satisfied were supplied subj or condition which would not be apparent on inspe placed free of charge or, at the Seller's sole discret d or credit to the Buyer the price of such defective Goo ve no further liability to the Buyer.

12.3 If the Buyer purcha six months of the launch of such goods the Buyer sh rn the Goods or any part of such

SAMPLE

order within <<inse delivery, provided always that the Buyer exercising su

12.3.1 return such t; and

12.3.2 indemnify th incurred by the Seller in rectifying any deterior used by incorrect storage or use while in the

12.4 The Seller shall be ect of any defect arising from fair wear and tear, or negligence, subjection to normal conditions, failure to uctions (whether given orally or in writing), misuse or without the Seller's prior approval, or any other act or the Buyer, its employees or agents or any third party.

12.5 Subject as express erms and Conditions, and except where the Goods a r sale, all warranties, conditions or other terms implied law are excluded to the fullest extent permitted by

12.6 Except in respect injury caused by the Seller's negligence, or as hese Terms and Conditions, the Seller shall not be l ason of any representation, or any implied warranty, co any duty at common law or under statute, or under the Contract, for any direct or consequential loss by the Buyer (including without limitation loss of pr l loss), costs, expenses or other claims for consequ atsoever (and whether caused by the negligence of t agents or otherwise) which arise out of or in connect e Goods or their use or resale by the Buyer.

12.7 The Buyer shall be g that, except to the extent that instructions as to th ds are contained in the packaging or labelling of the of the Goods by the Buyer is in compliance with all quirements and that handling and sale of the Goods out in accordance with directions given by the Seller mental or regulatory authority and the Buyer will inder any liability loss or damage which the Seller might su Buyer's failure to comply with this condition.

13. **Buyer's Default**

13.1 If the Buyer fails to e due date then, without prejudice to any other right o Seller, the Seller shall be entitled to:

13.1.1 cancel the o er deliveries to the Buyer;

13.1.2 appropriate e Buyer to such of the Goods (or the goods s contract between the Buyer and the Seller) a fit (notwithstanding any purported appropriatio

13.1.3 charge the E e and after any judgement) on the amount unp nsert percentage>>% per annum above <<ins m time to time, until payment in full

SAMPLE

is made (a treated as a full month for the purpose of c

13.2 This condition appli

13.2.1 the Buyer fa any of its obligations hereunder or is otherwise ;

13.2.2 the Buyer b ministration order or enters into a voluntary ar or VIII of the Insolvency Act 1986 or the Insol 1994 (as amended) or (being an individual or t or (being a company) goes into liquidation;

13.2.3 an encumbr or a receiver is appointed, of any of the prope ;

13.2.4 the Buyer ce ase, to carry on business; or

13.2.5 the Seller r hat any of the events mentioned above is ab the Buyer and notifies the Buyer accordingly.

13.3 If sub-Clause 13.2 udice to any other right or remedy available to the Se entitled to cancel the Contract or suspend any furthe ontract without any liability to the Buyer, and if the G ed but not paid for the price shall become immediat notwithstanding any previous agreement or arran

14. **Limitation of Liability**

14.1 Subject to the prov nd 12, the following provisions set out the entire finan (including any liability for the acts or omissions of its sub-contractors) to the Buyer in respect of:

14.1.1 any breach nditions;

14.1.2 any use m nited to modifications) or resale by the Buyer f any product incorporating any of the Goods;

14.1.3 any repres ortious act or omission including negligence ection with the Contract.

14.2 All warranties, cond mplied by statute or common law (save for the condit 12 of the Sale of Goods Act 1979) are, to the fullest ex cluded from the Contract.

14.3 Nothing in these T cludes or limits the liability of the Seller:

14.3.1 for death o by the Seller's negligence;

14.3.2 for any ma legal for the Seller to exclude or attempt to

14.3.3 for fraud o ation.

14.4 Subject to sub-Clau

SAMPLE

14.4.1 the Seller' act, tort (including negligence or breach of s sentation, restitution or otherwise, arising in performance or contemplated performanc be limited to the Contract Price; and

14.4.2 the Seller s Buyer for any pure economic loss, loss of pro letion of goodwill or otherwise, in each case r consequential, or any claims for consequen oever (howsoever caused) which arise out of e Contract.

15. **Confidentiality, Publicati**

15.1 The Buyer will rega ntract and all information obtained by the Buyer relatin products of the Seller and will not use or disclose to rmation without the Seller's prior written consent pro ing shall not apply to information which is in the publi eason of the Buyer's default;

15.2 The Buyer will not u ny other person to use any name, trademark, house m which the Seller is licensed to use or which is owned b emises, note paper, visiting cards, advertisement or o n any other manner whatsoever unless such use sh authorised in writing by the Seller and (where appropr

15.3 The Buyer will use endeavours to ensure compliance with this Clause 15 ts and agents.

15.4 The provisions of th e the termination of the Contract.

16. **Communications**

16.1 All notices under th s and under the Contract shall be in writing and be c gned by, or on behalf of, a duly authorised officer of ce.

16.2 Notices shall be dee given:

16.2.1 when delive ier or other messenger (including registered m siness hours of the recipient; or

16.2.2 when sent, mile or e-mail and a successful transmission s generated; or

16.2.3 on the fifth g mailing, if mailed by national ordinary mai

16.2.4 on the tent ng mailing, if mailed by airmail, postage pre

16.3 All notices under e addressed to the most recent address, e-mail add r notified to the other Party.

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17. **Force Majeure**

Neither Party shall be liab ay in performing their obligations where such failure or dela se that is beyond the reasonable control of that Party. Su are not limited to: power failure, Internet Service Provider , civil unrest, fire, flood, storms, earthquakes, acts of terror mental action or any other event that is beyond the control o

18. **Waiver**

The Parties agree that no o enforce the performance of any provision in these Terms r the Contract shall constitute a waiver of the right to sub provision or any other provision. Such failure shall not be of any preceding or subsequent breach and shall not consti

19. **Severance**

The Parties agree that, in t e of the provisions of these Terms and Conditions or the C e unlawful, invalid or otherwise unenforceable, that / those ned severed from the remainder of these Terms and Conditio the Contract). The remainder of these and the Contract sha le.

20. **Third Party Rights**

A person who is not a par have no rights under the Contract pursuant to the Contracts (ct 1999.

21. **Law and Jurisdiction**

21.1 These Terms and C act (including any non-contractual matters and obliga or associated therewith) shall be governed by, and e with, the laws of England and Wales.

21.2 Any dispute, contro im between the Parties relating to these Terms and C act (including any non-contractual matters and obliga or associated therewith) shall fall within the jurisdictio d and Wales.

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