

**STANDARD TERMS AND COND**

**SALES**

**1. Application Of These Terms**

1.1 The Seller carries out the manufacturing and it shall sell and any quotation or order of the Buyer v

manufacturing and] selling the Goods use the Goods in accordance with s accepted by the Buyer, or any Seller.

1.2 The Conditions shall and conditions which be accepted by the Buyer on or s

to the exclusion of any other terms otation is accepted or purported to is made or purported to be made s or conditions.

**2. Interpretation**

2.1 In this document:  
“Business Day”

than a Saturday, Sunday or bank

“Buyer”

incorporated, established or resident er than England & Wales who f the Seller which states that it is ods to that person or whose order oted by the Seller;

“Conditions”

terms and conditions of sale set out d (unless the context otherwise s any special terms and conditions een the Buyer and the Seller;

“Contract”

for the purchase and sale of the onditions;

“Delivery Date”

which the Goods are to be delivered uyer’s order and accepted by the

“Goods”

including any instalment of the (for them) which the Seller is to ce with these Conditions [as pecified in the Seller’s sales

“Month”

month;

“Seller”

company registered in England under

“writing”

communication effected by telex, facsimile mparable means.

2.2 Any reference in the be construed as a enacted or extended

ite or a provision of a statute shall te or provision as amended, re-

2.3 Any reference in the incorporated or uninc

on” shall mean and include an

2.4 The headings in the their interpretation.

venience only and shall not affect

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3. Incoterms

In these Conditions "Incoterms" means the International rules for the interpretation of trade terms of the International Chamber of Commerce 2020 or any subsequently published set of those rules. Unless the context otherwise requires, given a particular meaning in these Conditions, Incoterms shall have the same meaning in these Conditions as in the Incoterms and these Conditions.

International rules for the interpretation of trade terms of the International Chamber of Commerce 2020 or any subsequently published set of those rules. Unless the context otherwise requires, given a particular meaning in these Conditions, Incoterms shall have the same meaning in these Conditions as in the Incoterms and these Conditions.

4. Basis Of Sale

4.1 No contract for the sale of Goods shall arise unless and until:

no contract for the sale of Goods shall arise unless and until:

4.1.1 the Seller has issued a quotation to the Buyer which is expressed to be subject to these Conditions and the Buyer has accepted those terms;

a quotation to the Buyer which is expressed to be subject to these Conditions and the Buyer has accepted those terms;

4.1.2 the Seller has received an order from the Buyer which is unconditionally accepted by the Seller.

an order from the Buyer which is unconditionally accepted by the Seller for this purpose, acceptance by the Seller shall be deemed to include, either the:

4.1.2.1 Seller's acceptance of the order; or

the order; or

4.1.2.2 Seller's issue of an invoice; or

or

4.1.2.3 Issue of a bill of lading.

4.2 A quotation issued by the Seller to the Buyer until the date specified in the quotation may be accepted.

may be capable of acceptance by the Buyer until the date specified in the quotation is the last date on which it may be accepted.

4.3 An order placed by the Buyer to the Seller to acceptance by the Seller at any time prior to acceptance by the Seller.

may be withdrawn cancelled or altered prior to acceptance by the Seller. The Seller may agree in writing at any time prior to acceptance by the Seller.

4.4 A quotation by the Seller to the Buyer and a written acceptance by the Buyer in writing and signed by the Buyer.

of order by the Seller consisting of a quotation by the Seller to the Buyer and a written acceptance by the Buyer of an invoice, shall only be valid if signed by a representative of the Seller.

4.5 No order which has been accepted by the Seller shall be cancelled by the Buyer except with the prior written consent of the Seller. The Buyer shall indemnify the Seller for all costs (including the cost of materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

may be cancelled by the Buyer except with the prior written consent of the Seller and on 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 cancellation.

4.6 Sales literature, price lists, quotations, invoices and other documents issued or published (whether in hard copy or electronic form) by the Seller in relation to the Goods are not to constitute offers to sell the Goods which are capable of acceptance.

documents issued or published (whether in hard copy or electronic form) by the Seller in relation to the Goods are not to constitute offers to sell the Goods which are capable of acceptance.

4.7 Any typographical, clerical or other errors or omissions in any sales literature, quotation, invoice or other document issued or published by the Seller shall be subject to correction without any liability to the Seller.

Any typographical, clerical or other errors or omissions in any sales literature, quotation, invoice or other document issued or published by the Seller shall be subject to correction without any liability to the Seller.

4.8 The Seller's employees, agents, representatives or other persons acting on behalf of the Seller in writing. In no event shall the Seller be liable for any such representation or omission unless the Buyer acknowledges that it has relied on, and the Seller has not so confirmed.

The Seller's employees, agents, representatives or other persons acting on behalf of the Seller in writing. In no event shall the Seller be liable for any such representation or omission unless the Buyer acknowledges that it has relied on, and the Seller has not so confirmed.

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**5. Specifications**

- 5.1 The specifications of the Goods shall be those set out in the Seller's sales documentation unless otherwise stated in the Buyer's order and the variations are expressly accepted by the Buyer.
- 5.2 The Seller reserves the right to make changes in the specifications of the Goods which are necessary to comply with any applicable safety or other statutory or regulatory requirements, provided that such changes do not materially affect the quality or performance of the Goods.
- 5.3 Illustrations, photographs, price lists or other documents published by the Seller whether in catalogues, brochures, or otherwise are intended as a guide only and the contents do not constitute an offer by the Seller.
- 5.4 The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list or in multiples of that specified number. Orders received in quantities other than these will be adjusted to the nearest multiple acceptable to the Seller.

those set out in the Seller's sales documentation unless otherwise stated in the Buyer's order and the variations are expressly accepted by the Buyer.

changes in the specifications of the Goods which are necessary to comply with any applicable safety or other statutory or regulatory requirements, provided that such changes do not materially affect the quality or performance of the Goods.

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minimum units (or multiples) stated in the Seller's price list or in multiples of that specified number. Orders received in quantities other than these will be adjusted to the nearest multiple acceptable to the Seller.

**6. Price**

- 6.1 The price of the Goods shall be as stated in the Seller's price list or other price as may be agreed in writing by the Seller.
- 6.2 Where the Seller has a published price list, the price of the Goods other than in accordance with the Seller's published price list shall be valid for 90 days unless otherwise specified in the quotation.
- 6.3 The Seller reserves the right to increase the price of the Goods to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost of the Goods beyond the control of the Seller (including, without limitation, increases in the cost of raw materials, exchange fluctuation, currency fluctuations, changes in delivery dates, quantities or specifications for the Goods caused by the Buyer, or any delay or failure of the Buyer to give the Seller adequate information for the Seller to make such adjustments.)
- 6.4 The price is exclusive of the cost of the Goods and the cost of the necessary export documents (including any export or customs clearances, taxes, duties, levies, excise, sales taxes, export charges, duties or levies which are imposed or payable to the relevant fiscal authority in respect of the Goods into the country in which the Buyer is to take delivery of the Goods, and any other charges which may be effected or necessary to enable delivery of the Goods to the Buyer) and shall be reimbursed by the Buyer and shall be reimbursed by the Buyer and shall be reimbursed by the Buyer and shall be reimbursed by the Buyer.
- 6.5 Port surcharges and other charges are not included in the freight rate and will be for the account of the Buyer.
- 6.6 The cost of pallets and other handling or insurance charges will be charged to the Buyer in addition to the price of the Goods and credit will be given to the Buyer.

ed in << >> current at the date of acceptance of the Goods by the Buyer or other price as may be agreed in writing by the Seller.

Where the Seller has a published price list, the price of the Goods other than in accordance with the Seller's published price list shall be valid for 90 days unless otherwise specified in the quotation.

The Seller reserves the right to increase the price of the Goods to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost of the Goods beyond the control of the Seller (including, without limitation, increases in the cost of raw materials, exchange fluctuation, currency fluctuations, changes in delivery dates, quantities or specifications for the Goods caused by the Buyer, or any delay or failure of the Buyer to give the Seller adequate information for the Seller to make such adjustments.)

The price is exclusive of the cost of the Goods and the cost of the necessary export documents (including any export or customs clearances, taxes, duties, levies, excise, sales taxes, export charges, duties or levies which are imposed or payable to the relevant fiscal authority in respect of the Goods into the country in which the Buyer is to take delivery of the Goods, and any other charges which may be effected or necessary to enable delivery of the Goods to the Buyer) and shall be reimbursed by the Buyer and shall be reimbursed by the Buyer and shall be reimbursed by the Buyer and shall be reimbursed by the Buyer.

Port surcharges and other charges are not included in the freight rate and will be for the account of the Buyer.

The cost of pallets and other handling or insurance charges will be charged to the Buyer in addition to the price of the Goods and credit will be given to the Buyer.

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provided they are released in full and the Seller's liability is not in any way diminished or its liability is not otherwise undamaged to the Seller.

7. **Payment**

- 7.1 Subject to any special conditions of sale or any other agreement in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the price of the Goods due in respect of the sale and delivery of the Goods within 10 days of the date of delivery of the Goods.
- 7.2 Invoices are based on the condition of Goods and at weights established by the Seller when the Goods leave the Seller's factory or warehouse.
- 7.3 The Buyer shall pay the price of the Goods and other amounts due on the invoice by the date stated on the invoice. No express provision for the time of payment is contained in the Contract unless it is in << >> days after the date of invoice notwithstanding that the Goods have not yet been delivered or that the property in the Goods has not yet passed to the Buyer. The time of payment by the Buyer shall be deemed to have taken place and/or that the Seller has issued the invoice notwithstanding that the Seller has not issued the invoice upon request.
- 7.4 All payments of the price of the Goods shall be made to the Seller [by telegraphic transfer to the account specified in the Contract at its office as indicated on the form of invoice] or by cheque issued by the Seller without any deduction credit or set-off.
- 7.5 The Seller is not obliged to deliver the Goods to the Buyer if it has not supplied the Seller with a security deposit. If at any time the Seller is not satisfied as to the Buyer's financial position, the Seller may give notice in writing to the Buyer that it requires a security deposit. The Buyer shall be allowed to the Buyer in which event the Buyer shall pay the price of the Goods and security deposits in respect of Goods already shipped and not yet delivered to the Buyer other than against cash payment. The Seller shall be entitled to any payment terms contained in the Contract all amounts due to the Seller shall be immediately payable in cash.
- 7.6 If the Buyer is required to pay the price of the Goods by law to withhold or deduct any amount from the payment, the Buyer shall increase the sum it pays to the Seller by the amount necessary to leave the Seller with an amount equal to the sum which would have been received if no such withholdings or deductions had been made.

8. **Delivery**

- 8.1 Delivery of the Goods shall be made in accordance with Incoterms 2010. The risk in the Goods will pass in accordance with Incoterms 2010, otherwise delivery of the Goods shall be made:
  - 8.1.1 by the Seller or by the Buyer, as specified in the Contract, or
  - 8.1.2 by delivering to the Buyer, as specified in the Buyer's orders, or
  - 8.1.3 by the Buyer, as specified in the Contract, or
  - 8.1.4 by the Buyer, as specified in the Contract, or by the Buyer collecting the Goods at the Seller's factory or warehouse after the Seller has notified the Buyer that the Goods are ready for collection.
- 8.2 On delivery, the Seller shall provide the Buyer with such necessary export documents as may be required (including any necessary customs documents).

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declarations or export documents, the Seller shall provide.

Buyer is unable to prepare or

8.3 Goods despatched by the Seller shall be sent by the post office in the United Kingdom.

when the Goods are accepted by

8.4 Unless otherwise agreed, the Seller shall arrange and pay for the insurance of all Goods sold C.I.F. on behalf of the Buyer.

Buyer and the Seller, shipment and insurance C.I.F. will be arranged by the Seller and shall be paid by the Buyer.

8.5 The Seller shall enclose with the Goods the shipping instructions given by the Buyer with its or their name and address. The Seller reserves the right to make any amendments at the Seller's choice from any port in the United Kingdom.

the shipping instructions given by the Buyer with its or their name and address. The Seller reserves the right to make any amendments at the Seller's choice from any port in the United Kingdom.

8.6 Where the Buyer is responsible for any delay in giving notice of the vessel to the Seller, the Seller shall not be liable for any failure by the Buyer to give due notice of the vessel.

shipment the Seller shall not be liable for any failure by the Buyer to give due notice of the vessel.

8.7 The Delivery Date is the date of delivery in essence unless previously agreed in writing. The Goods may be delivered by the Seller at any time after the Delivery Date upon giving reasonable notice to the Buyer. The Seller shall not be liable in respect of such late delivery.

time for delivery shall not be of the essence unless previously agreed in writing. The Goods may be delivered by the Seller at any time after the Delivery Date upon giving reasonable notice to the Buyer. The Seller shall not be liable in respect of such late delivery.

8.8 Where the Goods are delivered in instalments, each delivery shall constitute a separate contract. The Seller shall not be liable for any claim by the Buyer in respect of any instalment. The Seller shall not be liable for any claim by the Buyer in respect of any instalment.

instalments, each delivery shall constitute a separate contract. The Seller shall not be liable for any claim by the Buyer in respect of any instalment. The Seller shall not be liable for any claim by the Buyer in respect of any instalment.

8.9 If the Buyer fails to take delivery of the Goods on the Delivery Date and/or does not give the Seller its consent or authorisation to deliver the Goods on that date, the Seller shall store or arrange for the storage of the Goods at its own expense and then notwithstanding the provision of Condition 8.7, delivery of the Goods shall pass to the Buyer, delivery of the Goods shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses incurred by the Seller in connection with such failure.

Goods or any part of them on the Delivery Date and/or does not give the Seller its consent or authorisation to deliver the Goods on that date, the Seller shall store or arrange for the storage of the Goods at its own expense and then notwithstanding the provision of Condition 8.7, delivery of the Goods shall pass to the Buyer, delivery of the Goods shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses incurred by the Seller in connection with such failure.

8.10 The Seller shall not be liable for any loss or damage to the Goods occurring for whatever reason after delivery of the Goods to the Buyer. Where the Goods are sold inclusive of any handling, port or insurance charges, any increases in, or any charges arising after the date of the Contract and before the date of delivery, or arising through deviation to a new port or airport or through any delay however caused shall be for the account of the Buyer at the discretion of the Seller.

occurring for whatever reason after delivery of the Goods to the Buyer. Where the Goods are sold inclusive of any handling, port or insurance charges, any increases in, or any charges arising after the date of the Contract and before the date of delivery, or arising through deviation to a new port or airport or through any delay however caused shall be for the account of the Buyer at the discretion of the Seller.

9. Insurance

9.1 Unless otherwise agreed, the Seller shall arrange and pay for the insurance of all Goods sold C.I.F. from the warehouse or place of storage at the time the Goods leave the warehouse or place of storage at the ordinary course of transit, throughout the

insurance of all Goods sold C.I.F. from the warehouse or place of storage at the time the Goods leave the warehouse or place of storage at the ordinary course of transit, throughout the

9.1.1 delivery to the destination or to the warehouse or place of storage at the order;

warehouse or place of storage at the order;

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9.1.2 delivery to a  
delivery at  
acknowledg

place of storage whether prior to  
ed in the Buyer's order or  
Buyer may elect to use either:

9.1.2.1 for sto

dinary course of transit, or;

9.1.2.2 for allo

9.1.3 the expiry of  
Goods from  
expiry of <<  
final place of

etion of discharge over side of the  
he final port of discharge or on the  
g the Goods from an aircraft at the  
hall first occur.

9.2 Insurance of Goods  
in the name of the B  
>> per cent against  
air war or other air  
carriage of the Go  
abroad and are to b  
insurers.

ected by the Seller on behalf of and  
e C.I.F. value of the Goods plus <<  
war and other marine risks (or air,  
). All special risks involved in the  
er's account. Claims are payable  
the overseas agent of the Seller's

9.3 All costs arising fro  
Goods sold other th

affected at the Buyer's request on  
Buyer's account.

10. **Inspection/Shortages**

10.1 The Buyer is under  
or on collection as t

e to inspect the Goods on delivery

10.2 Where the Goods d  
appropriate shall be

carrier's note or such other note as

10.3 The Seller shall be  
be apparent on reas  
complied with and,  
is not delivered to  
alleged damage or s

y damage or shortages that would  
n if the terms of this clause are not  
er no liability if a written complaint  
>> days of delivery detailing the

10.4 In all cases where  
under no liability in  
is given to the Se  
modification is mad

complained of the Seller shall be  
n opportunity to inspect the Goods  
made thereof or any alteration or

10.5 Subject to condition  
the Goods and whe  
soon as it is reaso  
whatsoever arising

r shall make good any shortage in  
any Goods damaged in transit as  
erwise shall be under no liability  
amage.

11. **Risk And Property**

11.1 Risk of damage to c  
with the relevant p  
reason apply:

l pass to the Buyer in accordance  
where Incoterms do not for any

11.1.1 In the case o  
when the S  
collection; or

at the Seller's premises, the time  
that the Goods are available for

11.1.2 In the case  
premises; th  
delivery of t  
of the Goods

ed otherwise than at the Seller's  
the Buyer wrongfully fails to take  
n the Seller has tendered delivery

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11.2 Notwithstanding the provision of these Conditions, the Buyer until the Seller has received the price of the Goods from the Buyer [and all other amounts then due.

of risk in the Goods, or any other in the Goods shall not pass to the Buyer until cleared funds payment in full of the price of the Goods agreed to be sold by the Seller to the Buyer's account] for which payment is

11.3 Until such time as the risk passes to the Buyer:

passes to the Buyer:

11.3.1 the Buyer shall be the Seller's bailee, and shall hold the Goods for the Buyer, and shall store, [protect and insure,] the Goods in a satisfactory condition and [for an amount at least equal to their price];

the Seller's fiduciary agent and separately from other goods held by the Seller's property, and properly stored in a satisfactory condition and [for an amount at least equal to their price];

11.3.2 the Buyer shall not resell or otherwise dispose of the Goods and pass goods in the ordinary course of the Buyer's business to a third party without the Seller in writing. The Seller and the Buyer and the Seller shall keep all moneys or property of the Buyer arising from the resale of the Goods

or resell to a third party the Goods in the ordinary course of the Buyer's business, the proceeds of any resale on trust for the Seller and the Buyer in the joint names of the Seller and the Buyer of the proceeds of the Goods and the Seller shall keep all moneys or property of the Buyer arising from the resale of the Goods

11.3.3 the Buyer shall hold the proceeds on trust for the Seller in a separate account in the joint names of the Seller and Buyer and shall keep all moneys of the Buyer and third parties; and

proceeds on trust for the Seller in a separate account in the joint names of the Seller and Buyer and shall keep all moneys of the Buyer and third parties; and

11.3.4 provided the Goods have not been resold, the Seller shall be entitled to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises where the Goods are stored and remove the Goods

once and have not been resold, the Seller shall be entitled to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any third party where the Goods are stored and remove the Goods

11.4 The Buyer shall not be required to provide security for any indebtedness of the Buyer to the Seller, but if the Buyer becomes insolvent or liquidated, the Seller shall (without prejudice to any other remedy) be entitled to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises where the Goods are stored and remove the Goods

or in any way charge by way of security for any indebtedness of the Buyer to the Seller, but if the Buyer becomes insolvent or liquidated, the Seller shall (without prejudice to any other remedy) be entitled to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any third party where the Goods are stored and remove the Goods

12. **Assignment**

12.1 The Seller may assign the whole or any part of it to any person.  
12.2 The Buyer shall not assign, transfer, mortgage, charge, subcontract, delegate or otherwise dispose of any of its rights or obligations under this contract or any part of it without the prior written consent of the Seller.

part of it to any person.  
assign, transfer, mortgage, charge, subcontract, delegate or otherwise dispose of any of its rights or obligations under this contract or any part of it without the prior written consent of the Seller.

13. **Warranties And Liability**

13.1 Subject to the conditions set out in these Conditions, the Seller warrants that the Goods will comply in all material respects with the specifications at the time of delivery and will be of satisfactory quality and will be fit for the purpose referred to in these Conditions.

Seller warrants that the Goods will comply in all material respects with the specifications at the time of delivery and will be fit for the purpose referred to in these Conditions.

13.2 The Buyer shall be responsible for proper testing and inspection of the Goods at the time of delivery and the Seller shall have no liability in respect of the Goods which would be apparent on

ing for proper testing and inspection of the Goods at the time of delivery and the Seller shall have no liability in respect of the Goods which would be apparent on

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the shipment both carry out that  
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13.3 The Seller shall be  
wear and tear to the  
its agents or empl  
the Seller's instruct  
misuse or alteration  
any other act or om  
any third party.

ect of the Goods arising from fair  
ce of or wilful damage by Buyer or  
ormal conditions, failure to follow  
oods (whether oral or in writing),  
s without the Seller's approval, or  
Buyer, its employees or agents or

13.4 Subject as expressl  
other terms wheth  
quality, condition, d  
are excluded to the

itions, all warranties, conditions or  
r common law or express as to  
ith sample, or fitness for purpose,  
y law.

13.5 Subject as express  
containing any defe  
prior agreement in v

ditions, no Goods, whether or not  
returned to the Seller without the

13.6 Any Goods returne  
defect within [7] da  
order and which the  
defect would not b  
charge or, at the S  
credit to the Buyer  
no further liability to

Buyer gives written notice of any  
the place specified in the Buyer's  
supplied with a defect where such  
n shall either be replaced free of  
the Seller shall instead refund or  
e Goods but the Seller shall have

13.7 Except as expressly  
to the Buyer by re  
warranty, condition  
or under the expre  
loss or damage su  
profit or indirect o  
consequential com  
negligence of the S  
or in connection w  
Buyer.

itions, the Seller shall not be liable  
ation, or any express or implied  
y at common law or under statute,  
t, for any direct or consequential  
cluding, without limitation, loss of  
expenses or other claims for  
(and whether caused by the  
nts or otherwise) which arise out of  
ods or their use or resale by the

13.8 The Buyer shall en  
use or sale of the  
Goods, any use or  
applicable statutory  
and handling of the  
directions given by  
authority and the B  
damage which the  
comply with this cor

extent that instructions as to the  
the packaging or labelling of the  
the Buyer is in compliance with all  
requirements and that the storage  
is carried out in accordance with  
petent governmental or regulatory  
Seller against any liability loss or  
a result of the Buyer's failure to

13.9 No provision of the  
shall affect the inte  
such provisions sha

or limiting any liability of the Seller  
y other such provision(s), and all  
lulatively.

14. **[Limitation of Liability**

14.1 The following prov  
(including any liabil  
sub-contractors) to

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ons of its employees, agents and

14.1.1 any breach o

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14.1.2 any use made of any of the Goods, or of any product incorporated in any of the Goods; and

14.1.3 any representation or omission including negligent act or omission including contribution with the Contract.

14.2 Nothing in these Conditions shall exclude or limit the liability of the Seller:

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

14.2.2 for any matter in respect of which it is not legal for the Seller to exclude or limit liability; or

14.2.3 for fraud or fraudulent misrepresentation.

14.3 Subject to condition 14.3.1, the Seller shall be liable for any loss or damage suffered by the Buyer which is caused wholly or partly by the Seller's negligence or breach of contract (including negligence or breach of contract) in connection with the contemplated performance of the Contract; and

14.3.1 the Seller's liability shall be limited to the amount of statutory compensation or otherwise, arising in connection with the contemplated performance of the Contract shall be limited to the amount of statutory compensation or otherwise, arising in connection with the contemplated performance of the Contract; and

14.3.2 the Seller shall not be liable for any economic loss or damage, actual or otherwise, in each case whether direct, indirect or consequential (howsoever caused) which arise out of or in consequence of the Contract even if the Seller is advised in advance of any such losses or damages.]

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**15. Buyer's Default**

15.1 If the Buyer fails to make payment in full on the due date then, without prejudice to any other right or remedy which the Seller may have, the Seller shall be entitled to:

15.1.1 cancel the order and refuse to deliver to the Buyer;

15.1.2 appropriate to the Buyer to such of the Goods (or part of the Goods) specified in the contract between the Buyer and the Seller as the Seller may determine (notwithstanding any purported title in the Goods); and

15.1.3 charge the Buyer with interest on the amount due on a daily basis from the due date until actual payment in full (including any judgment) or until the amount is paid in full (whichever is the earliest) at the rate of four per cent per annum above << the rate of four per cent per annum (which rate may vary from time to time) as the Seller may determine from time to time (and until payment in full is made (a part month for the purpose of calculating interest together with the overdue amount); and

15.1.4 where the payment is made in a currency other than Sterling, charge the Buyer with interest on the amount of pounds sterling receivable until payment in full is made (a part month for the purpose of calculating interest together with the overdue amount); and

15.2 This Condition 15.2 shall apply to any payment made by the Buyer to the Seller by the Seller or a third party (including a bank or financial institution) in connection with the Contract; and

15.2.1 the Buyer shall not be liable for any of its obligations hereunder or for any loss or damage suffered by the Seller or any third party (including a bank or financial institution) in connection with the Contract; and

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17. **Data Protection**

The Seller will only collect the Seller's <<insert document location(s)>>.

Buyer's personal data as set out in <<insert Notice>> available from <<insert

18. **Communications**

18.1 All communications and delivered by hand in case of communication

about the Contract shall be in writing by first class post or by e-mail and in

18.1.1 the Seller, the Seller's postal address or the Seller; or

the Seller's email address or such changed address shall be notified to the Buyer by the

18.1.2 to the Buyer (if it is a company) or the Buyer set out in the other postal address of the Buyer.

the Seller shall be notified to the Seller by the Seller of the addressee (if it is a company) of any postal or email address of the Buyer forms part of the Contract or such other postal address shall be notified to the Seller by the

18.2 Communications shall

not be received:

18.2.1 if sent by post (exclusive of

two Business Days after posting

18.2.2 if delivered by

left at the proper address; or

18.2.3 if sent by e-mail sending and

any time prior to 4.00 pm, at the time of the next Business Day.

18.3 Communications addressed << >>.

shall be marked for the attention of

19. **Force Majeure**

19.1 In the event that a party is prevented from fulfilling its obligations under the Contract by a circumstance or cause beyond its control including but not limited to war, national emergency, prohibitions or restrictions, regulations, bye-laws, parliamentary or local government, flood, fire, tempest, earthquake, strike or lockout (subject to Sub-clause 19.2) or any other event, circumstance or cause, the party shall not be deemed to be in breach of its obligations under the Contract. The party shall immediately take all reasonable steps to

be prevented from or delayed in fulfilling its obligations under the Contract by a circumstance or cause beyond its control including but not limited to war, national emergency, prohibitions, regulations, bye-laws, the part of any governmental. flood, fire, tempest, earthquake, strike or lockout (subject to Sub-clause 19.2) or any other event, circumstance or cause, the party shall not be deemed to be in breach of its obligations under the Contract. The party shall immediately take all reasonable steps to

19.2 Sub-clause 19.1 shall not apply to strikes and lockouts where the party is not incapacitated.

subject to strikes and lockouts where the party is not incapacitated.

19.3 Each party shall be liable for its own damages for any breach of the Contract and all expenses incurred by that party in enforcing its rights under the Contract.

each party shall be liable for its own damages for any breach of the Contract and all expenses incurred by that party in enforcing its

19.4 If and when the period of the Contract shall automatically terminate in writing.

if the period of the Contract exceeds << 6 >> months then the Contract shall automatically terminate as the parties first agree otherwise

20. **Buyer's Duty To Advise**

When placing the order the Buyer shall advise the Seller in writing of any special, legal, administrative or regulatory requirements applying in the territory in which the

Buyer shall advise the Seller in writing of any special, legal, administrative or regulatory requirements applying in the territory in which the

Buyer is to import, use or sale of the Goods and the made in such requirements

21. **Buyer's Duty To Comply**

21.1 The Buyer shall be legislation or regula country of destination

21.2 The Buyer is respon and other consents and, if required by t consents available t

21.3 [The Seller shall ass necessary.]

22. **Waiver**

No failure or delay by the Contract or by law shall be and no waiver by the Seller to be a waiver of any subse

23. **Severance**

23.1 If any provision or p other competent au deemed to be delet enforceable as to its provision.

23.2 If any provision or p Clause 23.1 the par provision that, to the commercial result o

24. **ULISG 1980**

The Uniform Laws on the I Convention on Contracts f and shall be excluded from the parties in writing.

25. **Third Party Rights**

A person who is not a party the Contract under the Cor

26. **No Partnership or Agency**

Nothing in this agreemen partnership or joint venture of another party, or authori on behalf of any other party

27. **Entire Agreement**

27.1 Except as may be e constitute the entire extinguish all previo representations and relating to its subject

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composition labelling distributors or Seller immediately of any change

**And Regulations**

st for complying with any rtation of the Goods into the f any duties thereon.

own cost, such import licences as are required from time to time make those licences and relevant shipment.

uch customs declarations as are

of its rights or remedies under the of that or any other right or remedy, on of the Contract shall be deemed or any other provision.

Contract is held by any court or al or unenforceable, it shall be l continue to be valid and e remainder of the affected

ract is deemed deleted under od faith to agree a replacement e, achieves the intended

ds laid down in the United Nations of Goods 1980 shall not apply to, expressly otherwise agreed between

ve no rights to enforce any term of (parties) Act 1999.

all be deemed to, establish any ies, constitute any party the agent enter into any commitments for or

ontract, these Conditions parties and supersede and s, assurances, warranties, n them, whether written or oral,

- 27.2 No variation to these terms shall be made unless agreed in writing by the Buyer or an authorised representative of the Buyer.
28. **Governing Law and Jurisdiction**
- 28.1 The Contract and all disputes arising out of or in connection with it or its subject matter or claims (including non-contractual disputes or claims) shall in all respects be governed by the law of England and Wales.
- 28.2 The parties irrevocably and exclusively agree that the courts of England and Wales shall have jurisdiction (including non-contractual disputes or claims) over any dispute or claim that may arise out of or in connection with the Contract or its subject matter or for any purpose connected with the Contract or its subject matter.

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Contract shall be binding or effective against the Buyer and the Seller or their

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g out of or in connection with it or its subject matter or claims (including non-contractual disputes or claims) shall in all respects be governed by the laws of England and Wales.

of England and Wales shall have jurisdiction (including non-contractual disputes or claims) over any dispute or claim that may arise out of or in connection with the Contract or its subject matter.

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