

1. Application

1.1 These Terms and Conditions shall apply to the supply of the Goods to the Company under the Call Off Contract.

1.2 The Call Off Contract shall be deemed to incorporate these Terms and Conditions and the provisions of the Agreement.

2. Interpretation

2.1 The "Agreement" means the Framework Agreement entered into by the Company and the Supplier pursuant to which the Call Off Contract is issued.

2.2 The "Call Off Contract" means the agreement issued by the Company and the Supplier pursuant to the Agreement to which these Terms and Conditions apply to the goods which are the subject of these Terms and Conditions.

2.3 A "business day" means any day other than a Saturday or bank holiday.

2.4 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

3. Goods

3.1 The description of the Goods is as set out in the Call Off Contract. The description shall not be binding on the Supplier and is intended as a guide only.

3.2 The Supplier reserves the right to supply Goods which do not conform to any applicable safety or regulatory requirements.

4. Price

4.1 The price ("Price") of the Goods shall be the Supplier's price list current at the date of the Company's order, unless otherwise agreed in writing by the Supplier and the Company.

4.2 If the cost of the Goods to the Supplier increases, including, but not limited to, material costs, transport costs, delivery rates, the Supplier reserves the right to increase the Price prior to delivery.

4.3 Any increase in the Price under sub-Clause 4.2 shall take place upon the Supplier informing the Company of the increase in writing.

4.4 The Company may be entitled to discount in accordance with any details set out in the Supplier's price list. Any and all discounts shall be agreed in writing by the Supplier and the Company. Any discount shall not necessarily be entitled to a discount.

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

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5. Quotation and Basis of Sale

5.1 Details of the Goods in sub-Clause 3.1 shall be set out in the Call Off Contract.

5.2 If at any time the Supplier is not satisfied with the business of the Company it may give written notice to the Company that no further goods will be delivered to the Company other than those already ordered.

5.3 Any quotation (including any non-standard quotation) issued by the Supplier in accordance with sub-Clause 4.1) is valid for a period of <<insert period e.g. 30 days>> from the date of the quotation unless expressly withdrawn by the Supplier at an earlier time.

6. Payment

6.1 Following the Supplier's acceptance of the Company's order, the Supplier shall invoice the Company for the Price of the Goods either:

(a) on or at any time after delivery of the Goods to the Company;

(b) where the Goods are to be collected by the Company, at any time after the delivery of the Goods, at any time after the Company has taken delivery of the Goods or the Supplier has tendered delivery of the Goods.

6.2 The Company shall pay the Price of the Goods to the Supplier and the Company otherwise in accordance with any credit terms set out in the Supplier's price list.

6.3 Payment must be made by the Company to the Supplier by the date of delivery or that the title in the Goods has not passed to the Supplier.

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6.4 If the Company fails to make payment by the due date, the Supplier shall suspend any further deliveries to the Company [and suspend orders from the Company] and charge the Company interest at the rate of <<insert percentage>> per annum above the <<insert bank name>> base rate from time to time on the amount outstanding until payment is received in full.

6.5 Time for payment shall be of the essence.

6.6 All payments must be made in <<insert currency>> between the Supplier and the Company.

7. Delivery

7.1 The Supplier shall arrange for the delivery of the Goods to the Company at the delivery date detailed in the acceptance order or at another location as agreed in writing between the Supplier and the Company.

7.2 If no delivery address is specified by the Company, the Supplier shall collect the Goods from the Company's premises at any time after the Supplier has notified the Company that the Goods are ready for delivery.

7.3 Subject to the specific terms of any special order, the Goods may take place at any time of the day and must be accepted at any time of the day.

7.4 If the Company fails to take delivery of the Goods, the Supplier may, at its discretion and without prejudice to any other rights:

(a) store or arrange for the storage of the Goods and charge the Company for all associated costs and expenses including, but not limited to, transport and insurance; and / or

(b) make arrangements for the redelivery of the Goods and charge the Company for the costs of such redelivery.

7.5 If redelivery is not possible under special order, the Supplier shall be required to collect the Goods from the Supplier's premises and charge the Company for all associated costs and expenses including, but not limited to, transport, storage and insurance.

7.6 If the Supplier fails to deliver the Goods by the delivery date, the Supplier shall give written notice to the Company requiring the Supplier to deliver the Goods by a later date <<insert period>> after the delivery date <> of that notice ("Notice Period").

7.7 If the Supplier receives no notice from the Company in respect of late delivery provided that it delivers the Goods within <<insert period>> ("Late Delivery Period") after the delivery date, the Supplier shall have no liability in respect of late delivery.

7.8 If the Supplier fails to deliver within the Notice Period [or the Late Delivery Period (as applicable)], the Company shall have the right to reject the Goods and the Supplier shall be liable for the excess (if any) of the cost to the Company of the substitute goods in the cheapest available market.

8. Inspection of Goods

8.1 The Company shall be under a duty to examine the Goods as soon as they are delivered or collection.

8.2 If the Goods cannot be examined, the Company shall mark the Goods "not examined".

8.3 If the Company identifies any damage or shortage, the Company shall inform the Supplier in writing within <<insert period>> of delivery, providing details of the damage or shortage. The Supplier shall be under no liability if the Company fails to provide such details.

8.4 The Supplier must be permitted to examine the Goods before the Company uses, alters or modifies them in any way.

8.5 Subject to the Company's compliance with the Supplier's agreement with any alleged damage and shortages within a reasonable time.

8.6 The Supplier shall be under no liability for damage or shortages arising from damage or shortages.

9. Returns

9.1 Goods may not be returned without the written consent of the Supplier.

9.2 Subject to sub-Clause 9.4, the Supplier shall accept returned Goods if it is satisfied that those Goods are defective and that such defect was not caused by the Supplier on inspection.

9.3 The Supplier shall have the option to accept returned Goods within <<insert period>> of receipt of them or shall refund to the Company the cost of the Goods which are defective.

AND CONDITIONS (GOODS)

Sub-Clause 6.2, the Supplier shall suspend orders from the Company] and charge the Company interest at the rate of <<insert percentage>> per annum above the <<insert bank name>> base rate from time to time on the amount outstanding until payment is received in full.

Time for payment shall be of the essence between the Supplier and the Company.

All payments must be made in <<insert currency>> otherwise agreed in writing between the Supplier and the Company.

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(b) make arrangements for the redelivery of the Goods and charge the Company for the costs of such redelivery.

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The Supplier must be permitted to examine the Goods before the Company uses, alters or modifies them in any way.

Subject to the Company's compliance with the Supplier's agreement with any alleged damage and shortages within a reasonable time.

The Supplier shall be under no liability for damage or shortages arising from damage or shortages.

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SCHEDULE 2 - CALL OFF

TERMS AND CONDITIONS (GOODS)

9.4 The Company may return any Goods (including those Goods coming to market (that is, the launch of such goods) within <<insert period>> after the date of purchase of the Goods. (a) the Company bears the risk and cost of such return; (b) the Company indemnifies the Supplier for any loss or damage to the Goods resulting from the Company's incorporation of the Goods. 9.5 The Supplier shall not be liable for damage to the Goods resulting from the Company's failure to follow any instructions given by the Supplier or any other act of the Company, its employees or agents.

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10. Risk and Title

10.1 Risk of damage to or loss of the Goods shall pass to the Company either when the Goods are delivered to the Company or when the Supplier has received payment in full for the Goods, whichever is the earlier.

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10.2 If the Company wrongfully fails to take any steps which are necessary to protect the Goods, risk shall pass to the Company at the time when the Supplier has tendered delivery of the Goods.

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10.3 Legal and beneficial title in the Goods shall pass to the Company in cash or cleared funds, payment in full of the price of the Goods.

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10.4 The Supplier reserves the right to repossess the Goods in which the Supplier retains legal and beneficial title if full payment is not received by the Company. In the event of such repossession the Company shall deliver the Goods to the Supplier at its own cost.

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10.5 The Company's right to possession of the Goods shall terminate if:

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(a) the Company commits a material breach of these Terms and Conditions or under any other provisions of the Call Off Contract;

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(b) the Company is or becomes the subject of a winding up order or takes advantage of any other statutory provision for the relief of insolvent debtors;

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(c) the Company enters into a voluntary arrangement or a scheme or arrangement is made with its creditors;

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(d) the Company convenes any meeting of its creditors or a receiver, manager, administrator or liquidator is appointed in respect of the Company or any part thereof, any administrator in respect of the Company or any of its directors or by a court order under Part 1 of the Insolvency Act 1986, a resolution of the Company or for the granting of a winding up order or proceedings are commenced relating to the insolvency of the Company.

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11. Rights, Warranties and Liability

11.1 Subject to these Terms and Conditions, the Company is purchasing the Goods as a consumer, all warranties, conditions or obligations implied by Section 12 of the Sale of Goods Act 1979 shall apply to the fullest extent permitted by law.

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11.2 The Supplier shall not be liable for any loss of profits or consequential damages suffered by the Company for whatever reason.

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11.3 The exclusions of liability contained in this clause shall not exclude or limit the liability of the Supplier:

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(a) for death or personal injury caused by negligence;

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(b) for any matter for which it would be illegal to exclude or limit its liability; and

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(c) for fraud or fraudulent misrepresentation.

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