

TERMS AND CONDITIONS

TERMS AND CONDITIONS (B2B - PURCHASER'S TERMS)

1. Interpretation, application of the

- 1.1. "Buyer" and "Seller" are the res
- 1.2. "Order" means the order form o
- 1.3. "Conditions" means these term
- 1.4. "Goods" means any and all of t
- 1.5. "Specification" includes any p
- 1.6. An Order is an offer by Buyer t

A binding contract for the supply o
upon the earlier of either Seller's v
delivery of Goods.

- 1.7. The Conditions shall govern th
 - 1.7.1. any previous oral or writ
 - 1.7.2. any other terms and
 - 1.7.3. any implied by trade cus
- 1.8. No variation to the Contract sh

2. Specification

- 2.1. The quantity, quality and desc
- 2.2. Without prejudice to 2.1 above
- 2.3. Any Specification and all int
- 2.4. Goods shall be marked as req

3. Price

The total price of Goods ("Price")
exclusive of any applicable value
Buyer subject to receipt of a VAT
packing, shipping, carriage, insura
duties, imposts or levies other than

4. Payment

Seller shall be entitled to invoice B
of Goods, and Buyer shall pay the
of the month of receipt by Buyer
question by Buyer, but time for pay

5. Delivery

- 5.1. 'Delivery' means completion of
- 5.2. Goods shall be delivered (wit

Terms, and basis of contract

named as such in the Order.
es and is subject to the Conditions.
y further terms or requirements set out
e Order.
r other information relating to Goods
Seller. Seller shall accept the Order.

Conditions shall exist ("the Contract")
Order subject to the Conditions or the

on of:

y that Seller purports to impose or
o in any quotation, Specification, price
voice or similar document; and
of dealing.

reed in writing between the authorised

object as provided in the Conditions, be
supplied by Buyer to Seller or agreed in

ery and [for a reasonable period of time
ns thereafter] be free from defects in
Sale of Goods Act 1979 requirements
ry quality, and as to fitness for purpose
being bought if Buyer has made known
o issuing the Order, and in this respect

s therein shall be Buyer's exclusive

erly packed and secured so as to reach
ary course.

shall be as stated in the Order, shall be
pe stated in the Order and payable by
inclusive of all charges for packaging,
Goods to the delivery address and any

number) on or at any time after delivery
e VAT within << >> days after the end
if later, after acceptance of Goods in
essence of the Contract.

Seller at the delivery address.

ng the Order number) to the delivery

S

A

M

P

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E

address stated on the Order or during Buyer's usual business

5.3. The time of delivery of Goods is

5.4. Risk of damage to or loss of Goods shall pass to Buyer.

5.5. Buyer shall be entitled to reject the Goods if they do not conform to the Contract, and shall not be deemed to have accepted them until a reasonable time to inspect them has elapsed.

5.6. Buyer shall not be deemed to have accepted the Goods until they have had a reasonable time to inspect them following delivery.

5.7. Buyer shall also have the right to reject the Goods up to << >> days after any latent defect has been discovered.

6. Indemnity

Seller shall indemnify Buyer in full for all losses, damages, costs and expenses (including legal expenses) awarded to Buyer in connection with Seller's performance of the Contract.

7. General

7.1. Buyer may assign the Contract to any person, firm or company. Seller shall not be entitled to assign the Contract without the prior written consent of Buyer.

7.2. No waiver by Buyer of any breach of the Contract shall constitute a waiver of any subsequent breach of the Contract.

7.3. Any provision of the Conditions of Sale which is held to be invalid or unenforceable in whole or in part shall not affect the validity of the remaining provisions of the Conditions.

7.4. A person who is not a party to the Contract shall not be bound by the Conditions (Rights of Third Parties).

7.5. The Contract shall be governed by the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

7.6. Buyer's rights/ remedies under the Contract shall be in addition to those implied by statute and common law.

period stated in the Order, in either case

contract.

Goods shall pass to Buyer upon delivery

which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until Buyer has had a reasonable time to inspect them.

until it has had << >> days to inspect

though they had not been accepted for << >> days after any latent defect has been discovered.

losses, damages, costs and expenses awarded to Buyer as a result of or in connection with Seller's performance of the Contract.

any person, firm or company. Seller shall not be entitled to assign the Contract without the prior written consent of Buyer.

Seller shall be considered as a waiver of any subsequent breach of the Contract.

authority to be invalid or unenforceable in whole or in part shall not affect the validity of the remaining provisions of the Conditions.

no rights under the Contract pursuant to the Conditions (Rights of Third Parties).

England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

in addition to those implied by statute and common law.

<p align="center"><<Name of Buyer >></p> <p align="center">Purchase Order for Goods</p>

Seller		
Details		
<<Company Name>>		
<<Address1>		
>		
<<Address2>		
>		
<<Town/City>		
>		
<<Post Code>>		
Contact <<Name>>		
:		
<<Tel>>		<<Fax>>
<<E-mail>>		

Invoice to:
<<Address1>
>
<<Address2>
>
<<Town/City>
>
<<Post Code>>

[illegible]

Further terms or requirements are [attach
<<insert details >>]:

The Buyer's standard Terms and Conditions for the sale of Goods overleaf apply to this Order. By placing this Order to the Buyer, the Seller accepts the Buyer's Terms and Conditions.

No:			

Date:	
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nt No:		
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<ul style="list-style-type: none"> ■ ■ 			
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ress1>>
ress2>>
n/City>>
t Code>>
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Primary Method:		
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Expiry Date:	
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[illegible]

Total	0.00
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Price

Total VAT @ 20%	0.00
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TOTAL	0.00
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Requested by:	
Authorised by:	

***Seller: Please sign below on
and return that copy to the B
above or attach it to an e-ma
address>>***

<i>Signed by Seller (as acceptance of Order):</i>
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S
A
M
P
L
E

		Date:	
		Date:	

***is Order
ress
/***

		Date:	
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