

STANDARD TERMS

PHASE OF GOODS

- 1. **Application**
The Seller, by accepting the Order, agrees that shall govern the Contract to the exclusion of any other terms to the Seller's quotation, specification, price list and no terms and conditions endorsed upon, de
- 2. **Interpretation**
In these Conditions:-
 - "Business Day" means any day other than a
 - "the Buyer" means << Company Name >> whose registered office is a
 - "these Conditions" means the terms and cond
 - "the Contract" means the contract for the accordance with these Con
 - "the Delivery Address" means the address stated o
 - "the Goods" means the goods (including
 - "the Order" means the Buyer's purchas
 - "the Price" means the price of the Good
 - "the Seller" means the person so descri
 - "Specification" includes any plans, drawing
 - "Writing" includes electronic mail and

Any reference in these Conditions to a statute as amended, re-enacted or extended at the rele affect their interpretation.
- 3. **Basis of Purchase**
 - 3.1 The Order constitutes an offer by the Buyer
 - 3.2 The Seller shall accept the Order place Conditions shall exist by whichever is the
 - a) the Seller's acceptance of the Order,
 - b) Delivery of Goods
 - 3.3 Any typographical clerical or other acc specifications, instructions, tools or other part of the Buyer.
 - 3.4 No variation to the Contract shall be bind the Seller.
- 4. **Specification**
 - 4.1 The quantity, quality and description of th and/or in any applicable Specification suppl
 - 4.2 Any Specification supplied by the Buyer to Contract, together with the copyright, des exclusive property of the Buyer. The Seller that it is or becomes public knowledge thro
 - 4.3 The Goods shall be marked in accordanc carrier, and properly packed and secured s
 - 4.4 The Seller shall not unreasonably refuse to Goods during manufacture, processing or s the Buyer with any facilities reasonably req
 - 4.5 If as a result of inspection or testing the Buyer so informs the Seller within seven da compliance.
 - 4.6 The Seller shall comply with all applicable r and delivery of the Goods.
- 5. **Price**
 - 5.1 The Price of the Goods shall be as stated in
 - a) exclusive of any applicable value add
 - b) inclusive of all charges for packagin Address and any duties, imposts or le
 - 5.2 No increase in the Price may be made (wh exchange or otherwise) without the prior co
 - 5.3 The Buyer shall be entitled to any discount Seller, whether or not shown on its own terr
- 6. **Payment**
 - 6.1 The Seller shall be entitled to invoice the Buyer shall quote the number of the Order.
 - 6.2 Unless otherwise stated in the Order, the B of the month of receipt by the Buyer of a pro for payment shall not be of the essence of t
 - 6.3 The Buyer shall be entitled to set off agains
- 7. **Delivery**
 - 7.1 The Goods shall be delivered to the Deliver Buyer's usual business hours.
 - 7.2 Where it is agreed in writing that the date o Seller shall give the Buyer reasonable notic
 - 7.3 The time of delivery of the Goods is of the e
 - 7.4 A packing note clearly quoting the number o
 - 7.5 If the Goods are to be delivered by instalme
 - 7.6 The Buyer shall be entitled to reject any Go to have accepted any Goods until the Buye

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subject to these Conditions and that these Conditions or provided by either party. Any reference in the Order for the purpose of describing the Goods to be supplied, such document shall apply to the Contract.

Country >> under number << Company Number >>

document and (unless the context otherwise requires) between the Buyer and the Seller; constituted by the Seller's acceptance of the Order in

ods;

any part of them) specified/described in the Order; are attached;

g to the Goods; and ation.

onstrued as a reference to that statute or provision these Conditions are for convenience only and shall not

the Seller subject to these Conditions.

contract for the supply of the Goods subject to these

e Conditions; or

e Order placed by the Buyer or in any drawings shall be subject to correction without any liability on the

een the authorised representatives of the Buyer and

ed in these Conditions, be as specified in the Order agreed in writing by the Buyer.

ed by the Seller for the Buyer, in connection with the al property rights in the Specification, shall be the ty or use any such Specification except to the extent uired for the purpose of the Contract.

and any applicable regulations or requirements of the n undamaged condition in the ordinary course.

oly with any request by the Buyer to inspect or test the er or any third party prior to despatch, and to provide r testing.

will comply in all respects with the Contract, and the nder shall take such steps as are necessary to ensure

ents concerning the manufacture, packaging, packing

so stated, shall be:-

the Buyer subject to receipt of a VAT invoice); and nsurance and delivery of the Goods to the Delivery

aterial, labour or transport costs, fluctuation in rates of

se or volume of purchase customarily granted by the

y of the Goods, as the case may be, and each invoice

ods within <<insert, e.g. 14, 28 >> days after the end tance of the Goods in question by the Buyer, but time

Buyer by the Seller.

e period stated in the Order, in either case during the

ecified by the Seller after the placing of the Order, the

n delivery or consignment of the Goods.

s a single contract and not severable.

cordance with the Contract, and shall not be deemed pect them following delivery.

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- 7.7 The Seller shall supply the Buyer in good time and in accordance with the Goods.
- 7.8 The Buyer shall not be obliged to return to the Seller any Goods which are accepted by the Buyer.
- 7.9 The Seller acknowledges that the Buyer has accepted the Goods on delivery and that the Buyer should have a remedy in respect of the Goods delivered on the due date for delivery then the Buyer shall be entitled to claim from the Seller (by way of liquidated damages for delay <<e.g. 5 >> per cent of the Price or (if the Buyer has agreed to pay any other amount) a maximum of <<e.g. 15 >> per cent of the Price, provided that maximum amount of liquidated damages has not been reached.
- 7.10 The Buyer shall not be deemed to have accepted the Goods on collection as the case may be. The Buyer shall be entitled to claim from the Seller <<e.g. 7 >> days after any latent defect in the Goods has been discovered.

8. Quality

- 8.1 Where the Seller is not the manufacturer of the Goods, the Seller warrants that the Seller has obtained a warranty or guarantee given to the Seller.
- 8.2 The Seller warrants that (subject to the conditions set out in the Contract) the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and shall be reasonably fit for purpose; and shall be reasonably fit for any particular purpose made known to the Seller in writing and the Seller's judgment of the Seller.
- 8.3 The Seller shall not be liable for a breach of condition 8.2 unless:
 - a) the Buyer gives written notice of the breach to the Seller; and the notice must be within <<e.g. 7 >> days of the date of delivery;
 - b) the Seller is given a reasonable opportunity to inspect the Goods (or a sample so by the Seller) returns such Goods to the Seller.
- 8.4 The Seller shall not be liable for a breach of condition 8.2 if:
 - a) the Buyer gives written notice of the breach to the Seller; and the notice must be within <<e.g. 7 >> days of the date of delivery;
 - b) the defect arises because the Buyer has used the Goods in a way not intended by the Seller for the purpose for which they were commissioned, use or maintenance of the Goods.
- 8.5 Subject to condition 8.3 and condition 8.4, the Seller shall, at its option repair or replace such Goods at the Seller's expense provided that, if the Seller so requests, the Buyer shall return the Goods which is defective to the Seller.

9. Risk and Property

- 9.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery.
- 9.2 The property in the Goods shall pass to the Buyer on delivery, when it shall pass to the Buyer or when the Goods have been appropriated to the Contract.

10. Assignment

- 10.1 The Buyer may assign the Contract or any part of it to any person.
- 10.2 The Seller shall not be entitled to assign the Contract or any part of it to any person.
- 10.3 [The Buyer is a member of the group of companies of which the Seller is a member and accordingly the Buyer may perform any of its obligations under the Contract as a member of its group, provided that any assignment shall be made by a member of the Buyer.]

11. Warranty

- The Seller warrants to the Buyer that the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and shall be reasonably fit for purpose; and shall be reasonably fit for any particular purpose made known to the Seller in writing and the Seller's judgment of the Seller.
- 11.1 The Goods shall, both at the time of delivery and for a period of <<e.g. 6 >> months after delivery, conform to the Specification and workmanship and conform in all respects to the Specification.
- 11.2 The Goods shall be free from defects in design, material or workmanship.
- 11.3 The Goods shall correspond with any relevant Specifications.
- 11.4 The Goods shall comply with all statutory requirements.

12. Indemnity

- The Seller shall indemnify the Buyer in full against all claims, damages, costs and expenses (including legal expenses) awarded to or incurred or paid by the Buyer as a result of the Seller's breach of any warranty given by the Seller.
- 12.1 The Seller shall indemnify the Buyer against any claim that the Goods infringe, or that the Seller infringes, the patent, copyright, trade mark or other intellectual property rights of any other person.
- 12.2 The Seller shall indemnify the Buyer against any claim arising from compliance with any Specification supplied by the Buyer;
- 12.3 The Seller shall indemnify the Buyer against any act or omission of the Seller or its employees or agents in supplying, delivering or installing the Goods.
- 12.4 The Seller shall indemnify the Buyer against all claims by any customer of the Buyer (as a result of the Seller's breach of any warranty given by the Seller).

13. Remedies

- Without prejudice to any other right or remedy available to the Buyer, if the Seller fails to comply with, any of the terms of the Contract, the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods has been delivered by the Seller:
- 13.1 to rescind the Order;
- 13.2 to reject the Goods (in whole or in part) and to require the Seller to refund for the Goods so returned shall be the Price paid by the Buyer for the Goods; and
- 13.3 at the Buyer's option to give the Seller the opportunity to supply replacement Goods and carry out any repairs to the Goods; and
- 13.4 to refuse to accept any further deliveries of the Goods;
- 13.5 to carry out at the Seller's expense any work necessary to bring the Goods into compliance with the Contract; and
- 13.6 to claim such damages as may have been suffered by the Buyer as a result of the Seller's breach or breaches of the Contract.

14. Termination

- 14.1 The Buyer shall be entitled to cancel the Contract and to require the Seller to return the Price paid by the Buyer at any time prior to delivery or performance of the Contract.

information to enable the Buyer to accept delivery of the Goods. The Seller shall supply the Buyer in good time and in accordance with the Goods.

The Buyer shall not be obliged to return to the Seller any Goods which are accepted by the Buyer.

The Seller acknowledges that the Buyer has accepted the Goods on delivery and that the Buyer should have a remedy in respect of the Goods delivered on the due date for delivery then the Buyer shall be entitled to claim from the Seller (by way of liquidated damages for delay <<e.g. 5 >> per cent of the Price or (if the Buyer has agreed to pay any other amount) a maximum of <<e.g. 15 >> per cent of the Price, provided that maximum amount of liquidated damages has not been reached.

The Buyer shall not be deemed to have accepted the Goods on collection as the case may be. The Buyer shall be entitled to claim from the Seller <<e.g. 7 >> days after any latent defect in the Goods has been discovered.

8. Quality

Where the Seller is not the manufacturer of the Goods, the Seller warrants that the Seller has obtained a warranty or guarantee given to the Seller.

The Seller warrants that (subject to the conditions set out in the Contract) the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and shall be reasonably fit for purpose; and shall be reasonably fit for any particular purpose made known to the Seller in writing and the Seller's judgment of the Seller.

The Seller shall not be liable for a breach of condition 8.2 unless:

- a) the Buyer gives written notice of the breach to the Seller; and the notice must be within <<e.g. 7 >> days of the date of delivery;
- b) the Seller is given a reasonable opportunity to inspect the Goods (or a sample so by the Seller) returns such Goods to the Seller.

The Seller shall not be liable for a breach of condition 8.2 if:

- a) the Buyer gives written notice of the breach to the Seller; and the notice must be within <<e.g. 7 >> days of the date of delivery;
- b) the defect arises because the Buyer has used the Goods in a way not intended by the Seller for the purpose for which they were commissioned, use or maintenance of the Goods.

Subject to condition 8.3 and condition 8.4, the Seller shall, at its option repair or replace such Goods at the Seller's expense provided that, if the Seller so requests, the Buyer shall return the Goods which is defective to the Seller.

9. Risk and Property

Risk of damage to or loss of the Goods shall pass to the Buyer on delivery.

The property in the Goods shall pass to the Buyer on delivery, when it shall pass to the Buyer or when the Goods have been appropriated to the Contract.

10. Assignment

The Buyer may assign the Contract or any part of it to any person.

The Seller shall not be entitled to assign the Contract or any part of it to any person.

[The Buyer is a member of the group of companies of which the Seller is a member and accordingly the Buyer may perform any of its obligations under the Contract as a member of its group, provided that any assignment shall be made by a member of the Buyer.]

11. Warranty

The Seller warrants to the Buyer that the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and shall be reasonably fit for purpose; and shall be reasonably fit for any particular purpose made known to the Seller in writing and the Seller's judgment of the Seller.

The Goods shall, both at the time of delivery and for a period of <<e.g. 6 >> months after delivery, conform to the Specification and workmanship and conform in all respects to the Specification.

The Goods shall be free from defects in design, material or workmanship.

The Goods shall correspond with any relevant Specifications.

The Goods shall comply with all statutory requirements.

12. Indemnity

The Seller shall indemnify the Buyer in full against all claims, damages, costs and expenses (including legal expenses) awarded to or incurred or paid by the Buyer as a result of the Seller's breach of any warranty given by the Seller.

The Seller shall indemnify the Buyer against any claim that the Goods infringe, or that the Seller infringes, the patent, copyright, trade mark or other intellectual property rights of any other person.

The Seller shall indemnify the Buyer against any claim arising from compliance with any Specification supplied by the Buyer;

The Seller shall indemnify the Buyer against any act or omission of the Seller or its employees or agents in supplying, delivering or installing the Goods.

The Seller shall indemnify the Buyer against all claims by any customer of the Buyer (as a result of the Seller's breach of any warranty given by the Seller).

13. Remedies

Without prejudice to any other right or remedy available to the Buyer, if the Seller fails to comply with, any of the terms of the Contract, the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods has been delivered by the Seller:

- to rescind the Order;
- to reject the Goods (in whole or in part) and to require the Seller to refund for the Goods so returned shall be the Price paid by the Buyer for the Goods; and
- at the Buyer's option to give the Seller the opportunity to supply replacement Goods and carry out any repairs to the Goods; and
- to refuse to accept any further deliveries of the Goods;
- to carry out at the Seller's expense any work necessary to bring the Goods into compliance with the Contract; and
- to claim such damages as may have been suffered by the Buyer as a result of the Seller's breach or breaches of the Contract.

14. Termination

The Buyer shall be entitled to cancel the Contract and to require the Seller to return the Price paid by the Buyer at any time prior to delivery or performance of the Contract.

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14.2 The Buyer shall be entitled to

a) the Seller makes an individual or firm liquidation (otherwise an encumbrancer to

b) the Seller ceases or

c) the Buyer reasonably notifies the Seller a

15. Force Majeure

15.1 In the event that either party beyond its reasonable control or lockout (subject to Sub-clause 15.2) the party shall immediately give up its obligations.

15.2 Sub-clause 15.1 shall not apply if the party is incapacitated.

15.3 Each party shall be liable to the other party in enforcing its rights under the Contract.

15.4 If and when the period of suspension exceeds 30 months then the Contract shall automatically terminate unless the parties first agree otherwise.

16. Communications

16.1 All communications between the parties shall be in writing and delivered by hand or sent by pre-paid first class post or sent by electronic mail to the registered office of the addressee (if it is a company) or (in any other case) to any address notified in writing to the other party as shall be notified in writing to the other party.

16.2 Communications shall be deemed to have been received by the addressee

a) if sent by pre-paid first class post or sent by electronic mail after posting (exclusive of the day of posting); or

b) if delivered by hand to the addressee before 4.00 pm, at the time of transmission and otherwise on the next Business Day.

16.3 Communications addressed to the attention of << Name of person >>.

16.4 Any notice required or permitted by these Conditions shall be in writing addressed to the other party at its registered office or such other address as may at the relevant time have been notified pursuant to this provision.

17. Miscellaneous

17.1 No waiver by the Buyer of a breach of the same or a breach of any provisions of these Conditions shall be considered as a waiver of any subsequent breach of the same or a breach of any provisions of these Conditions.

17.2 If any provisions of these Conditions are held to be invalid or unenforceable in whole or in part the remainder of the provisions in question shall not be affected.

17.3 A person who is not a party to this Contract (Rights of Third Parties) Act 1999.

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

the Buyer's right of cancellation less the Buyer's reasonable estimate of the Seller's net saving of cost a

ability to the Seller by giving notice to the Seller at any time if:-

creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation or reconstruction; or

appointed, of any of the property or assets of the Seller; or

business; or

events mentioned above is about to occur in relation to the Seller and

obligations under the Contract by reason of any supervening event beyond its reasonable control or lockout (subject to Sub-clause 15.2) the party shall immediately give up its obligations.

lockouts where such action has been induced by the party so as to constitute a breach of the Contract and all expenses and costs incurred by that party in enforcing its rights under the Contract.

> months then the Contract shall automatically terminate unless the parties first agree otherwise.

shall be in writing and delivered by hand or sent by pre-paid first class post or sent by electronic mail to the registered office of the addressee (if it is a company) or (in any other case) to any address notified in writing to the other party as shall be notified in writing to the other party.

after posting (exclusive of the day of posting); or

to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

the attention of << Name of person >>.

to the other under these Conditions shall be in writing addressed to the other party at its registered office or such other address as may at the relevant time have been notified pursuant to this provision.

by the Seller shall be considered as a waiver of any subsequent breach of the same or a breach of any provisions of these Conditions.

petent authority to be invalid or unenforceable in whole or in part the remainder of the provisions in question shall not be affected.

rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

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