



TERMS AND CONDITIONS: CONDITIONS OF PURCHASE

1: GENERAL CONDITIONS

1 Definitions

- 1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller.
- 1.2 'Conditions' means these terms and conditions and any special terms and conditions agreed in writing by the Seller.
- 1.3 'Delivery date' means the date specified by the Seller when the goods are to be delivered.
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller
- 1.5 'Price' means the price for the goods excluding carriage, packing, insurance and VAT.
- 1.6 'Seller' means the recipient of this purchase order and person, firm, company or other organisation entitled to payment of the Price.

2. Conditions of purchase

- 2.1 The Conditions shall apply to all contracts for the purchase of Goods by the Buyer from the Seller to the exclusion of all other terms and conditions including any terms or conditions which the Seller may purport to apply under any sales offer or similar document.
- 2.2 Despatch or delivery of the Goods by the Seller to the Buyer shall be deemed conclusive evidence of the Seller's acceptance of these Conditions.
- 2.3 Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Buyer.

3. The Price and payment

- 3.1 The Price shall be the price set out overleaf. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2 Payment of the Price and VAT shall be due within 30 days of the date of the invoice.
- 3.3 The Buyer may set off against the Price (including any applicable VAT payable) amounts due from the Seller whether under the applicable contract of sale or otherwise.

4. The Goods

- 4.1 The quantity and description of the Goods shall be as set out in the Seller's quotation.
- 4.2 The Seller shall ensure that all the Goods shall be manufactured, stored, tested and packed in accordance with all British Standards applicable to them and that all the Goods are of merchantable quality and fit for the purpose or fit for the purposes for which the Buyer intends to use such Goods.
- 4.3 The Seller shall comply with the specification and all applicable British Standards and legal requirements concerning the design, manufacture, processing, storage and testing of the Goods.
- 4.4 The Seller shall permit the buyer to inspect and test the Goods during their manufacture and processing.
- 4.5 If the Buyer is not reasonably satisfied that the goods or their manufacture or processing comply in all material respects with the contract the Seller without extra cost to the Buyer shall take all steps necessary to ensure due compliance.

5. Warranties and liability

- 5.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller.

6. DELIVERY OF THE GOODS

- 6.1 Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.2.1 The Delivery Date is the essence of this contract.

- 6.2.2 If the Seller fails to deliver all of the Goods in accordance with the contract on the Delivery Date then without prejudice to the Buyer's rights for the breach of contract:
- 6.2.2.1 The Buyer may terminate the contract. In this event without prejudice to the Buyer's other remedies the Seller shall promptly collect any Goods which have been delivered.
 - 6.2.2.2 Where delivery of a quantity of the goods which correspond to the contract which is less than the agreed quantity has been tendered and the Buyer has not exercised its right of termination under clause 6.2.2.1 the Buyer may accept the Goods which correspond to the contract and recover for the Seller's breach in respect of the failure to deliver the remainder of the Goods.
 - 6.2.2.3 The Buyer may require the Seller promptly to deliver sufficient goods which correspond to the contract to comply with the quantity required.

The Buyer may exercise these rights by notice to the Seller.

7. Acceptance of the Goods

- 7.1 The Buyer shall not be deemed to have accepted any part of the Goods until after the Buyer has (or the Buyer's sub-buyers have) actually inspected the Goods and ascertained that they are in accordance with the contract. The Buyer may reject Goods which are not in accordance with the contract until a reasonable time after such inspection.
- 7.2 The Buyer may by notice to the Seller prior to acceptance reject any Goods which are not in accordance with the contract. The Buyer may set off against any payment due to the Seller (whether under this contract or otherwise) the Price of such Goods. Unless within a reasonable time of receipt of notice of rejection the Seller collects such Goods the Buyer may dispose of them as the Buyer shall think fit (provided that if the Buyer sells such Goods the Buyer shall account to the Seller for the net proceeds of such sale).
- 7.2.1 The Seller agrees to permit the Buyer to return any of the Goods which are not in accordance with the contract at any time up to 6 months after delivery notwithstanding that the Goods may have already been accepted by the Buyer. The Buyer may set off against any payment due to the Seller (whether under this contract or otherwise) the Price of such Goods. Unless within a reasonable time of receipt of notice of rejection the Seller collects such Goods the Buyer may dispose of them as the Buyer shall think fit (provided that if the Buyer sells such Goods the Buyer shall account to the Seller for the net proceeds of such sale)

8. Title and Risk

- 8.1 Title shall pass on delivery of the Goods.
- 8.2 Risk shall pass on the delivery of the Goods.

9. Remedies of Buyer

- 9.1 The seller shall indemnify the Buyer against all claims by the customers of the Buyer and their sub-buyers arising out of any breach whatever by the Seller of this contract of sale due to want of merchantable quality or lack of fitness for purpose of the Goods or any of the Goods.
- 9.2.1 The Buyer shall inspect the Goods on delivery and shall within 3 days of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods.
- 9.2.2 The Buyer shall notify the Seller of any non-delivery of a whole consignment within 14 days of the date of dispatch (as stated on the invoice). Notwithstanding the receipt by the Seller of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the quantity indicated on the advice sheet.
- 9.2.3 If the Goods are not in accordance with the contract for any reason the Buyer's sole remedy shall be limited to the Seller making good any shortage by replacing such Goods or, if the Seller shall elect, by refunding a proportionate part of the Price.
- 9.2.4 The Seller's liability to the Buyer, whether for any breach of contract or otherwise, shall not in any event exceed the Price and the Seller shall be under no liability for any direct loss and/or expense or indirect loss and/or expense suffered by the Buyer or liability to third parties incurred by the Buyer.
- 9.2.5 All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a buyer dealing as consumer.

10. Proper law of contract

This contract is subject to the law of England and Wales.