

1. **Application**
The Conditions apply to all sales of goods by the Seller to any purchaser ("the Buyer") and shall apply in place of or prevail over any terms or conditions contained or referred to in the Buyer's order or in correspondence or elsewhere implied by trade customer practice or course of dealing unless specifically agreed to in writing by the Seller and any purported provisions to the contrary are hereby excluded or extinguished.
2. **Quotations and Acceptance**
(A) A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or revise the same at any time prior to the Seller's acceptance of the Buyer's order.
(B) The Seller's acceptance of the Buyer's order shall be effective only where such acceptance is made on the Seller's printed Order.
3. **Prices**
(A) The prices payable for the goods shall be those contained in the Seller's list prices therefore current at the time of despatch. The Seller shall have the right at any time to withdraw any discount from its normal prices and/or to revise prices to take into account increases in costs including (without limitation) costs of any goods, materials, carriage, labour or overheads, the increase or impositions of any tax duty or other levy and any variation in exchange rates.
(B) Unless otherwise specified VAT and any other tax or duties payable by the Buyer shall be added to the price.
4. **Cancellation:** The Seller's cancellation policy for standard line items is as follows:
Cancellations are not accepted once customer purchase order has been acknowledged by the seller.
For customer specific designs that have already incurred the sellers expense and has yet to be acknowledged, no cancellations can be accepted.
5. **Terms of Payment**
Subject (where appropriate) to Condition 7.
(A) Payment of invoices shall unless otherwise agreed in writing be made in full without any deduction or set-off, within 30 days of the date of invoice. In particular any bank or similar charges arising on settlement are the liability of the Buyer.
(B) Any extension of credit allowed to the Buyer may be changed or withdrawn at any time.
(C) Interest shall be payable on overdue accounts at the rate of 2% over Barclays Bank PLC base rate to run from the due date for payment thereof until receipt by the Seller of the full amount whether or not after judgement.
(D) If in the opinion of the Seller the credit worthiness of the Buyer shall have deteriorated prior to delivery, the Seller may require full or partial payment of the price prior to delivery or the provision of security for payment by the Buyer in a form acceptable to the Seller.
6. **Delivery**
(A) Delivery dates mentioned in any quotation or acknowledgement of order or elsewhere, are approximate only and not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on a particular date or dates.
(B) Delivery shall be at the Seller's premises unless otherwise stipulated or agreed by the Seller. The Seller will charge for delivery, other than at its premises.
(C) If the Buyer refuses or fails to take delivery of goods tendered in accordance with the contract or fails to take any action necessary on its part for delivery and/or shipment of the goods, the Seller shall be entitled to terminate the contract with immediate effect, to dispose of the goods as the Seller may determine, and to recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure.
(D) Unless otherwise expressly agreed the Seller may effect delivery in one or more instalments. Where delivery is effected by instalment each instalment shall be treated as a separate contract.
7. **Risk**
Subject (where appropriate) to Condition 9 risk shall pass on delivery.
8. **Export Sales**
(A) In any case where goods are sold CIF or FOB or on the bases of other international trade term the meaning of such term contained in incoterms as revised from time to time shall apply except where inconsistent with any of the provisions contained in these Conditions.
(B) Unless otherwise agreed, the price of the goods shall be secured by an irrevocable letter of credit satisfactory to the Seller established by the Buyer in favour of the Seller immediately upon receipt of the Seller's acknowledgement of the order and confirmed by a United Kingdom bank acceptable to the Seller. The letter of credit shall be for the contract price inclusive of any tax or duty payable to the Buyer and shall be valid for at least 6 months or such longer period as shall have been estimated by the Seller for delivery. The Seller shall be entitled to payment on presentation to such United Kingdom bank of the documents specified by the Seller or as herein stipulated.
(C) Section 32 (2) of the Sale of Goods Act 1979 shall not apply. The Seller shall not be required to give the Buyer the notice specified in Section 32 (3) of that Act.
9. **Title**
All goods are supplied to the Buyer by the Seller on the following terms:
(A) Notwithstanding delivery and passing of risk, the goods shall remain the sole and absolute property of the Seller as legal and equitable owner until such time as the Buyer shall have paid to the Seller the agreed price and the full price of any other goods the subject of any other contract with the Seller.
(B) Until such payment the Buyer shall be in possession of the goods solely as bailee for the Seller and in a fiduciary capacity. As bailee until property in the goods has passed to the Buyer, the Buyer shall:
(i) not part with possession of the goods otherwise than in accordance with these Conditions;
(ii) take proper care of the goods and take all reasonable steps to prevent any damage to or deterioration of them;
(iii) keep the goods free from any charge, lien or other encumbrance and store the goods securely, safely and separately and in such a way as to show clearly that they belong to the Seller, and
(iv) give the Seller such information relating to the goods as the Seller may from time to time require.
(C) The Seller reserves the immediate right of repossession of any goods to which it has retained title and thereafter to resell the same and the Seller's consent to the Buyer's possession of the goods and any right the Buyer may have to possession of the goods shall in any event cease to whichever is the earliest of the following events:
(i) if any sum (whether in respect of the goods or otherwise howsoever) is not paid to the Seller by or on behalf of the Buyer on the due date or equivalent circumstances occur in any other jurisdiction.
(ii) if the Buyer, not being a company, applies for an interim order or proposes a voluntary arrangement with the Buyer's creditors under Part VIII of the Insolvency Act 1986, or does or fails to do anything which would entitle a petition for a bankruptcy order to be presented or equivalent circumstances occur in any other jurisdiction.
(iii) if the Buyer, being a company, does or fails to do anything which would entitle any person to appoint a receiver of the whole or any part of the Buyer's assets or which would entitle any person to present a Petition for an Administration Order, or the winding up of the Buyer.
(D) The Buyer hereby grants an irrevocable right and licence to the Seller and its servants and agents to enter upon all or any of the Buyer's premises with or without vehicles during normal business hours for the purpose of inspecting or repossessing the said goods. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued right of the Seller hereunder or otherwise.
(E) Subject to the terms hereof, the Buyer is licensed by the Seller to process the said goods in such fashion as it may wish and/or to incorporate them in or with other products subject to the express condition that the new product or products, or any other chattel whatsoever containing any part of the said goods, shall become the sole and absolute property of the Seller. The Seller shall hold the said new product or products as trustee for itself and the Buyer and the Seller's interest as a beneficiary of the trust shall be equal to the total of all amounts owing by the Buyer to the Seller, howsoever arising.
(F) Whilst the Buyer is in possession of the goods with the Seller's consent (but not otherwise) the Buyer shall be at liberty and may in the ordinary course of its business sell and deliver the goods or any product produced with the Seller's goods to any third party provided that:
(i) as between the Buyer and its sub-buyer or customer the Buyer shall sell the goods as principal and the Buyer shall not be empowered to commit the Seller to any contractual relationship with or liability to the sub-buyer or customer or any other person;
(ii) as between the Seller and the Buyer, the Buyer shall sell or hire the goods as fiduciary agent for the Seller;
(iii) any sale is at a price not less than the price paid or payable by the Buyer to the Seller for the goods, including any value added tax or other tax duties thereon; and
- (iv) notwithstanding any agreed period of credit for payment or the price of the goods, the Buyer shall pay the proceeds of such sales or hiring to the Seller forthwith upon receipt.
The Buyer acknowledges that as a consequence of its fiduciary relationship with the Seller it is under a common law duty to hold the proceeds of any such sales or hiring on trust for the Seller and not to mingle such proceeds with any other monies or pay them into an overdrawn bank account, such common law duty being unaffected by and wholly independent of the terms of these Conditions.
- (G) The Buyer agrees immediately upon being so requested by the Seller to assign to the Seller all rights and claims which the Buyer may have against its sub-buyers or customers arising from such sales until payment is made in full and aforesaid.
10. **Variations**
The Seller shall be deemed to have fulfilled its contractual obligations in respect of any delivery through the quantity may be up to 10% more or less than the quantity specified in the contract and in such event the Buyer shall pay for the actual quantity delivered.
11. **Third Party Rights**
(A) The Buyer shall indemnify the Seller against any and all liabilities, claims and costs incurred by or made against the Seller, as a direct or indirect result of the carrying out of any work required to be done or to the goods in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any rights of any third party.
(B) The Seller shall have no liability to the Buyer in the event of goods infringing or being alleged to infringe the rights of any third party. In the event that the goods are or may be the subject of third party right, the Seller shall be obliged to transfer to the Buyer only such title as the Seller may have.
(C) The Buyer shall notify the Seller forthwith of any claim made or action brought or threatening alleging infringement of the rights of any third party. The Seller shall have control over and shall conduct any such proceedings in such manner as it shall determine. The Buyer shall provide all such reasonable assistance in connection therewith as the Seller may request. The cost of any such proceedings shall be borne in such proportions as the parties shall determine.
12. **Specifications and Information**
(A) Unless expressly agreed in writing by the Seller, all drawings, designs, specifications and particulars or weights and dimensions submitted by the Seller are approximate only and the Seller shall have no liability in respect of any deviation therefrom. The Seller accepts no responsibility for any errors, omissions or other defects if any drawings, design or specification not prepared by the Seller and the Seller shall be indemnified by the Buyer against any and all liabilities and expenses incurred by the Seller arising therefrom.
(B) All drawings, designs, specifications and information submitted by the Seller are confidential and shall not be disclosed to any third party without the Seller's written consent.
13. **Liability**
(A) The Seller shall not be liable to the Buyer:
(i) for shortages in quantity delivered unless the Buyer notified the Seller of any claim for short delivery within 14 days of receipt of the goods;
(ii) for damage to or loss of the goods or any part thereof in transit (where the goods are carried by the Seller's own transport or by a carrier on behalf of the Seller) unless the Buyer shall notify the Seller of any such claim within 14 days of receipt of the goods or the schedule date of delivery whichever shall be the earlier;
(iii) for defects in the goods caused by fair wear and tear, abnormal conditions of storage or use or any act, neglect or default of the Buyer or of any third party;
(iv) for any other defects in the goods unless notified to the Seller within 1 month of receipt of the goods by the Buyer or where the defect would not be apparent on reasonable inspection within 12 months of delivery;
(B) (i) Where liability is accepted by the Seller under paragraph (A) the Seller's only obligation shall be at its option to make good any shortage or non-delivery and/or as appropriate to replace or repair any goods found to be damaged or defective and/or to refund the cost of such goods to the Buyer;
(ii) The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise in relation to the goods, are hereby excluded and the Seller shall be under no liability to the Buyer for any loss, damage or injury, direct or indirect, resulting from defective material, faulty workmanship, or otherwise howsoever arising and whether or not caused by the indirect negligence of the Seller, its employees or agents SAVE THAT the Seller shall accept liability for death or personal injury caused by the negligence of the Seller.
(C) No failure or delay by either party in exercising any of its rights under these Conditions shall be deemed to be a waiver of that right and no waiver by either party of any breach of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other provisions.
14. **Packaging**
(A) The Buyer shall meet the cost of any special packaging requested by the Buyer or any packaging rendered necessary by delivery by any means other than the Seller's normal means of delivery.
(B) The Seller shall be entitled to invoice the Buyer for the cost of all pallets and other returnable packaging materials unless the same are returned to the Seller in good condition, carriage paid within 30 days of the date of delivery.
15. **Licences and Consents**
If any licence or consent of any government or other authority shall be required for the acquisition or use of the goods by the Buyer, the Buyer shall obtain the same as its own expense and if necessary produce evidence to the same to the Seller on demand. Failure to do so shall not entitle the Buyer to withhold or delay payment of the price.
16. **Statutory Provision**
Any reference in these Conditions to any statutory provision includes any statutory modification or re-enactment of it or the provision referred to.
17. **Stock Liability**
The buyer will:
(A) Purchase any buffer stock held by the seller upon a purchase programme coming to an end or upon termination of orders for that stock.
(B) Adhere to call off Schedule such that during weeks 1-4, the actual forecast quantities must be taken. During weeks 5-7 50% of the actual forecast must be taken and during weeks 8-10 30% of the actual forecast must be taken.
18. **Jurisdiction**
These Conditions shall be governed in all respects by the laws of England and Wales. The Seller and the Buyer irrevocably submit to the exclusive jurisdiction of the Court of England and Wales.