1.1 In these Conditions the following words and expressions shall have the following meanings:

(a) "Affiliate" means any person that directly or indirectly controls, is controlled by, or is under common control with the Buyer or the Seller, where "control" means the power to direct the management or policies of that person;

(b) "Business Day" means any day that is not a Saturday, Sunday or a day on which clearing banks are open for business in the City of London for the transaction of normal banking business;

(c) "Buyer" means the party to the Contract identified as such in the Order;

(d) "Conditions" means these terms and conditions of sale;

(e) "Contract" means the contract for the purchase of Goods and/or Services subject to these Conditions;

(f) "Goods" means any patents, trade marks, service marks, registered designs, data, software, applications for any of the foregoing, copyright, unregistered design rights (in all countries and jurisdictions now or hereafter existing), and any ancillary rights associated therewith, or any improvements or modifications thereto;

(g) "Goods under a blanket order" means the Goods ordered in accordance with a blanket order under a Purchase Order;

(h) "Goods under an open order" means the Goods ordered in accordance with an open order under a Purchase Order;

(i) "Goods under a Purchase Order" means the Goods ordered under a Purchase Order;

(j) "Goods and/or Services" means the Goods and/or Services sold by the Seller to the Buyer under the Contract;

(k) "Goods and/or Services sold" means the Goods and/or Services sold by the Seller to the Buyer under the Contract;

(l) "Goods and/or Services supplied" means the Goods and/or Services supplied by the Seller to the Buyer under the Contract;

(m) "Goods and/or Services supplied by the Seller" means the Goods and/or Services supplied by the Seller to the Buyer under the Contract;

(n) "Goods and/or Services supplied by the Seller under a blanket order" means the Goods and/or Services supplied under a blanket order under a Purchase Order;

(o) "Goods and/or Services supplied by the Seller under an open order" means the Goods and/or Services supplied under an open order under a Purchase Order;

(p) "Goods and/or Services supplied under a Purchase Order" means the Goods and/or Services supplied under a Purchase Order;

(q) "Goods and/or Services supplied under an open order" means the Goods and/or Services supplied under an open order;

(r) "Goods delivered" means the Goods delivered under the Contract or under a Purchase Order;

(s) "Goods, Services or Performance" means the Goods, Services or Performance supplied under the Contract;

(t) "Goods, Services or Performance supplied" means the Goods, Services or Performance supplied under the Contract;

(u) "Goods, Services or Performance supplied by the Seller" means the Goods, Services or Performance supplied by the Seller under the Contract;

(v) "Goods, Services or Performance supplied by the Seller under a blanket order" means the Goods, Services or Performance supplied under a blanket order under a Purchase Order;

(w) "Goods, Services or Performance supplied by the Seller under an open order" means the Goods, Services or Performance supplied under an open order under a Purchase Order;

(x) "Goods, Services or Performance supplied under a Purchase Order" means the Goods, Services or Performance supplied under a Purchase Order;

(y) "Goods, Services or Performance supplied under an open order" means the Goods, Services or Performance supplied under an open order;

(z) "Goods, Services or Performance supplied under a Purchase Order or an open order" means the Goods, Services or Performance supplied under a Purchase Order or an open order;

[...]

6.1 Where the Buyer has an option to return packages and does so, the Buyer must return such packages empty in good order and condition ("carriage paid") unless otherwise notified by the Buyer and agreed by the Seller to the point of delivery requested by the Buyer, and the Seller will refund to the Buyer all amounts paid by the Buyer for such packages,

6.2 Where packages are received in good order and condition and the Seller supplies the property, they shall remain the property of the Seller at all times and the Buyer must return them empty ("carriage forward") unless otherwise agreed by the Seller and/or Buyer to the location requested by the Buyer, and the Seller will make a charge for the cost of carriage and handling paid by the Buyer for such packages,

7.1 The Seller does not attempt to exclude any liability:

(a) for breach of the Seller's obligations under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;

(b) for personal injury or death resulting from the Seller's negligence; and

(c) for fraudulent representation;

(d) for any material for which the Seller may not exclude or to attempt to exclude its liability under applicable law.

7.2 The Seller shall not be liable to the Buyer whether in contract, tort (including, without limitation, negligence), reorganisation (including, for any loss of anticipated profit, loss of business, loss of contract, overhead recovery, anticipated savings, loss of data, loss of production, depletion of goodwill, product recall, nor for any special, indirect or consequential loss or damage, or for any costs, claims or obligations for consequential compensation whatever.

7.3 Subject to Clauses 7.1 and 23.3 the Seller's total aggregate liability under the contract shall be limited to the Price paid or payable for the Goods and/or Services under the Purchase Order or the Contract, or if no date is stipulated or no acknowledgement of Purchase Order is issued, on the 20th day of the month following the month in which the Goods and/or Service were delivered, if not sooner depastaled.

8.1 The Price is exclusive of all taxes and duties including, but without limitation, value added tax, data, loss of production, depletion of goodwill, product recall, nor for any special, indirect or consequential loss or damage, or for any costs, claims or obligations for consequential compensation whatever.

8.2 The Buyer shall pay the Price (including value added tax or any other applicable tax or duty together with any other charges in respect of the Goods and/or Services) within such period as the Seller may specify in the Contract or at the time of delivery or Performance by the Buyer, or if no period is so specified, within 30 days of the date of delivery or performance, or 30 days from the date of acknowledgement of Purchase Order, whichever is the sooner.

8.3 If the Buyer fails to pay any sum when due, the Seller may charge interest from the due date until the date of payment at the rate of 15% per annum and in addition the Seller may (without prejudice to any other remedies available to it) charge the Buyer for all costs (including, but without limitation, all legal costs) incurred by the Seller in recovering overdue amounts.

8.4 Payment will be deemed to have been received until the Seller has received the Price in full in cleared funds.

8.5 Time for payment of the balance under the Contract and the Buyer will indemnify the Seller against all expenses and losses in respect thereof.

8.6 Nothing elsewhere in these Conditions of Sale, all sums outstanding under the Contract will be immediately due and payable on demand.

8.7 The Buyer will make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
8.8 Without prejudice to Clause 8.7, if the Buyer fails, or the Seller reasonably believes that the Buyer will fail, to pay the Price for any reason, and the payment of all sums due into the Bank Account has been terminated in accordance with the Contract as repudiated by the Buyer and/or suspended all further performance of the Contract until all sums due have been paid, the Seller shall be entitled to sell or otherwise dispose of the Goods in any manner which the Seller reasonably deems fit.

8.9. The Seller shall be entitled to set off and retain any and all due sums due to the Buyer against any third party, or for any other reason, as long as the Buyer has not cured such breaches or defaults within the period agreed in this Clause 8.9.1, or in any written notice issued by the Seller hereunder.

9. RISK AND PROPERTY

9.1. Risk of ownership of and loss or damage to the Goods shall pass to the Buyer within 28 days from the delivery of the Goods to the Buyer or such other time or location as agreed in the purchase order, unless otherwise stated in the purchase order and the Seller reserves the right to increase the Price if any extra cost is incurred by the Seller after the delivery of the Goods to the Buyer (including, but not limited to, any additional costs or liabilities related to the preparation, packaging, transportation, and delivery of the Goods, as well as any insurance or other services required to ensure the safe delivery of the Goods).

9.2. The Seller shall not incur any liability in respect of any damage to, or loss of, the Goods in transit to the Buyer, unless such damage or loss is caused by the Seller’s negligence or default.

9.3. The Buyer shall indemnify the Seller against all losses, expenses, claims, losses, costs, damages, or liabilities of any kind suffered or incurred by the Seller as a result of any instructions issued by the Buyer, or as a result of any failure to supply any information, drawings or specifications required to enable the Seller to prepare the Goods to the Contract.

10. VARIATIONS AND AMENDMENTS

10.1. Each Party shall be responsible for all the costs and expenses incurred by it in connection with and incidental to the preparation and completion of each Contract.

10.2. No variation or amendment to the Contract or these Conditions shall be binding unless agreed in writing by an authorised representative of the Seller.

11. WAIVERS

11.1. Each Party waives any right or remedy to exercise any of its rights or obligations if it fails to exercise or delay in exercising any of its rights or remedies arising from the Contract or these Conditions in the period after the occurrence of such event or situation, unless specifically stated otherwise in the Contract.

12. SEVERABILITY

12.1. If any part of these Conditions is held to be invalid or unenforceable, the remainder shall not be affected.

13. ENTIRE AGREEMENT

13.1. These Conditions and any purchase order and any other agreement relating to the sale and purchase of Goods and/or Services and supersede all other agreements, arrangements and understandings between the Parties relating to the sale and purchase of Goods and/or Services and any previous agreements, arrangements and understanding shall be conclusively binding on each Party and its successors in title, assigns, and permitted assignees.

14. NOTICE OF COMPLAINTS AND CLAIMS

14.1. In the event of any dispute arising under these Conditions or the Contract, the Parties shall first attempt to resolve the dispute in good faith and in a reasonable and expedient manner. If the dispute cannot be settled amicably through ordinary negotiation between appropriate representatives of the Parties, the dispute shall be settled by the use of the escalation procedure set out in this Clause 22.

15. DISPUTE RESOLUTION

15.1. Each Party acknowledges that in entering into the Contract it places no reliance on any representation, warranty or other statement relating to the subject matter of the Contract, other than as expressly set out in these Conditions and any acknowledgement of the applicable purchase agreement or purchase order.

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16.1. Each Party shall be entitled to carry out its obligations under the Contract through any agents or sub-contractors appointed by it in absolute discretion for that purpose.

17. COSTS AND EXPENSES

17.1. Each Party shall be entitled to carry out obligations under the Contract through any agents or sub-contractors appointed by it in absolute discretion for that purpose.

18. SEVERABILITY

18.1. Each Party waives any right or remedy to exercise any of its rights or obligations if it fails to exercise or delay in exercising any of its rights or remedies arising from the Contract or these Conditions in the period after the occurrence of such event or situation, unless specifically stated otherwise in the Contract.

19. ENTIRE AGREEMENT

19.1. In the event of any dispute arising under these Conditions or the Contract, the Parties shall first attempt to resolve the dispute in good faith and in a reasonable and expedient manner. If the dispute cannot be settled amicably through ordinary negotiation between appropriate representatives of the Parties, the dispute shall be settled by the use of the escalation procedure set out in this Clause 22.

20. NOTICE OF COMPLAINTS AND CLAIMS

20.1. Each Party waives any right or remedy to exercise any of its rights or obligations if it fails to exercise or delay in exercising any of its rights or remedies arising from the Contract or these Conditions in the period after the occurrence of such event or situation, unless specifically stated otherwise in the Contract.

21. DISPUTE RESOLUTION

21.1. Each Party acknowledges that in entering into the Contract it places no reliance on any representation, warranty or other statement relating to the subject matter of the Contract, other than as expressly set out in these Conditions and any acknowledgement of the applicable purchase agreement or purchase order.

22. AMENDMENTS AND VARIATIONS

22.1. Each Party waives any right or remedy to exercise any of its rights or obligations if it fails to exercise or delay in exercising any of its rights or remedies arising from the Contract or these Conditions in the period after the occurrence of such event or situation, unless specifically stated otherwise in the Contract.

23. ENTIRE AGREEMENT

23.1. These Conditions and any purchase order and any other agreement relating to the sale and purchase of Goods and/or Services and supersede all other agreements, arrangements and understandings between the Parties relating to the sale and purchase of Goods and/or Services and any previous agreements, arrangements and understanding shall be conclusively binding on each Party and its successors in title, assigns, and permitted assignees.

24. NOTICES

24.1. Notices under these Conditions may be served by personal delivery, by first class post or by facsimile.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

25.1. Nothing in these Conditions or any document referred to in either document or any arrangement contemplated by the Seller shall be construed as creating a partnership between the Parties for any purpose and neither Party shall have the power or authority to bind the other Party or impose any obligations on it for the benefit of any third party.

26. GOVERNING LAW

26.1. In the event of any dispute arising under these Conditions or the Contract, the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts, or in the case of the Goods being stored on premises owned by a third party the Buyer shall procure such a right for the Seller.