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

(a) "Clause" is to a clause in these Conditions; and
(b) "delivery of the Goods and/or commencement of the performance of the Services (or any part of the Goods and/or Services required);"

2.2 Unless otherwise agreed in writing any quotation is valid only for a period of thirty (30) days from its date of issue.

2.3 Each Purchase Order constitutes a separate offer by the Buyer to purchase the Goods and/or Services.

2.4 The Buyer may, at any time up to the time of delivery or performance, cancel a Purchase Order by giving written notice to the Seller and agreeing the return or disposal of any Goods delivered in pursuance of the Purchase Order; however the Buyer shall be liable to the Seller for the purchase price of any such Goods returned.

2.5 If the Buyer fails to place any call off notice for the Goods by the due date as specified in Clause 2.4, the Seller shall supply the Goods and/or Services in accordance with the Contract and the Buyer shall be liable in respect of the Contract price for all Goods and/or Services so supplied and/or performed free of charge, and/or the Seller may cancel or suspend any future call off notices for the Goods and/or Services specified in the Contract.

2.6 A call off order may only be cancelled, postponed or varied by the Buyer with the prior written consent of the Seller and on terms that the Seller will indemnify the Buyer in full against all costs and expenses incurred (directly or indirectly) by the Buyer as a result of such cancellation, postponement or variation.

5.4 The Buyer shall pay for the actual weight delivered; and

5.5 The Seller shall not be liable for any consequential loss, damage or expense suffered by the Buyer or any third party whether or not the damage or expense is caused by an event or circumstance or failure of the Goods and/or Services which the Seller is liable for under these Conditions.

6.2 Each Purchase Order shall constitute a separate order for the delivery of the Goods and/or Services and shall be subject to these Conditions.

6.3 The Seller reserves the right to charge the Buyer for the cost of storing the Goods and/or Services in its warehouses and in transit in such circumstances and the Buyer shall pay for the storage of the Goods and/or Services immediately.

6.4 Each Purchase Order is to be treated as a separate contract and the Seller shall not be liable for the obligations or liabilities incurred under a Purchase Order in respect of any failure or short delivery or defect in respect of any other Purchase Order.

6.5 The Seller shall be under no obligation to replace or perform the Services free of charge, or to refund or provide any other credit or discount, if the failure or short delivery or defect was caused (including, but without limitation, as a result of negligence) for any delay in delivery or performance.

6.6 Delivery of the Goods and/or Services shall be deemed to be made on the earliest occurrence of -

(b) the delivery of the Goods and/or performance of the Services to the Buyer in accordance with the Specification, and such delivery or performance will be deemed to be made for all purposes as from the time when such delivery or performance is made.

6.7 Delivery of the Bulk Order or any part of the Bulk Order by the Seller to the Buyer shall be treated as a separate contract and the Seller shall not be liable for the obligations or liabilities incurred under a Purchase Order in respect of any failure or short delivery or defect in respect of any other Purchase Order.

7.1 The Seller does not attempt to exclude any liability:

(d) any instructions as to storage of the Goods have not been complied with in all respects; or

(e) the Goods have been improperly altered in any way whatsoever, or have been subject to misuse;

(f) if, before the delivery of any Goods and/or Services, the Buyer gives the Seller notice, either in writing or otherwise, of any such non-conformance with the Specification and in lieu of which the Goods and/or Services are in fact not supplied, the Buyer shall be entitled to have the Goods and/or Services repaired or replaced at the Seller's expense, or if such Goods and/or Services are not repairable or replaceable, to be refunded the price paid therefor.

8.3 The Buyer shall pay the Price (including value added tax or any other applicable tax or duty) within 2 Business Days of the delivery of the Goods and/or performance of the Services.

8.4 If any sum payable under the Contract is not paid when due then without prejudice to the Seller's other rights or remedies under these Conditions, the Seller may, if the Buyer does not pay any such sum when due, charge interest on the amount unpaid on the due date and also charge interest on the overdue amount at a rate of 4% per annum above the base rate from time to time prevailing in the UK from the date of the default until the amount is paid

8.5 If the Buyer does not pay any debt due to the Seller in accordance with the Contract then the Seller may, at its discretion and without prejudice to any other remedies available to it hereunder or in law, suspend or terminate the performance of the Contract or any part of it and may forthwith declare the whole or any part of the Contract to be forthwith at an end, and the Buyer shall thereupon immediately pay to the Seller all amounts payable under the Contract together with interest on any such outstanding amounts from time to time at 4% per annum above the base rate from time to time prevailing in the UK, and the Seller shall be entitled to recover any sums due under the Contract and expenses incurred by it in recovering the same, and the Buyer shall indemnify the Seller in full against all costs and expenses incurred (including, without limitation, for its fraudulent misrepresentation; or

8.6 The Seller shall be entitled to declare the Contract or any part of it at an end and to terminate the whole or any part of the Contract and to claim all damages, whether for breach of contract or otherwise, sustained by the Buyer and the Seller's costs and expenses incurred (including, without limitation for any Force Majeure Event or by reason of the Buyer's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to store the Goods at any location, including without limitation, the Buyer's premises, until actual delivery and charge the Buyer for any loss or damage, or for any reasonable expenses incurred by the Seller in the storage and disposal of the Goods, and in recovering overdue amounts.

LIMITATION OF LIABILITY: The Seller shall not be liable to the Buyer otherwise than as expressly provided for herein; and

Subject to Clauses 7.1 and 2.4, the Seller shall not be liable to the Buyer whether in contract, tort (including, without limitation, negligence) misrepresentation or otherwise howsoever arising for any loss of profit, loss of anticipated savings, loss of data, loss of production, depletion of goodwill, product recall, nor for any special, indirect or consequential loss or expense which the Buyer suffers or incurs (whether direct, indirect or in any other manner) arising out of or in connection with the Specification, and in particular any loss of profits, loss of anticipated sales, goodwill, lost business机会 or anticipated savings.

Subject to Clauses 7.1 and 2.4, the Buyer's total aggregate liability under the Contract shall be limited to the Price paid or payable by the Buyer to the Seller under the Contract.

Price of Service, any other applicable tax or duty on any of the Goods supplied under the Contract or by reason of any change in the level of VAT or any other tax paid or payable by the Seller or to be paid or payable by the Seller in connection with the supply of the Goods and/or Services.

If any sum payable under the Contract is not paid when due then without prejudice to the Seller's other rights or remedies under these Conditions, the Seller may, if the Buyer does not pay any such sum when due, charge interest on the amount unpaid on the due date and also charge interest on the overdue amount at a rate of 4% per annum above the base rate from time to time prevailing in the UK, and the Seller shall be entitled to recover any sums due under the Contract and expenses incurred by it in recovering the same, and the Buyer shall indemnify the Seller in full against all costs and expenses incurred (including, without limitation, negligence) in recovering overdue amounts.

Further instalments may be withheld until the Goods and/or Services comprised in earlier instalments have been paid for in full.

If the Buyer refuses or fails to take delivery of any of the Goods at the time stated for delivery (otherwise than by reason of any Force Majeure Event or by reason of the Buyer's fault) then, without prejudice to any other right or remedy available to the Buyer, the Seller shall be entitled to store the Goods at any location, including without limitation, the Buyer's premises, until actual delivery and charge the Buyer for any loss or damage, or for any reasonable expenses incurred by the Seller in the storage and disposal of the Goods, and in recovering overdue amounts.

in which, if applicable, shall be payable by the Buyer in addition to any additional delivery costs as specified in the Specification.

The Seller reserves the right to charge the Buyer for the cost of storing the Goods and/or Services in its warehouses and in transit in such circumstances and the Buyer shall pay for the storage of the Goods and/or Services immediately.

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The Buyer shall not be liable to the Buyer otherwise than as expressly provided for herein; and

Subject to Clauses 7.1 and 2.4, the Seller shall not be liable to the Buyer whether in contract, tort (including, without limitation, negligence) misrepresentation or otherwise howsoever arising for any loss of profit, loss of anticipated savings, loss of data, loss of production, depletion of goodwill, product recall, nor for any special, indirect or consequential loss or expense which the Buyer suffers or incurs (whether direct, indirect or in any other manner) arising out of or in connection with the Specification, and in particular any loss of profits, loss of anticipated sales, goodwill, lost business opportunity or anticipated savings.

Subject to Clauses 7.1 and 2.4, the Buyer's total aggregate liability under the Contract shall be limited to the Price paid or payable by the Buyer to the Seller under the Contract.

1.2 Definitions - Terms and Conditions of Sale

1.3 The following provisions shall apply where the Seller supplies the Goods under a blanket order as defined by the Buyer:

(a) If the blanket order is a scheduled Purchase Order where:

(i) the maximum quantity of Goods required is not specified; or

(ii) under section 2(3) Consumer Protection Act 1987;

1.4 If the Buyer returns any Goods to the Seller, the Buyer shall pay all expenses incurred by the Seller in recovering overdue amounts.

Subject to Clauses 7.1 and 2.4, the Buyer's total aggregate liability under the Contract shall be limited to the Price paid or payable by the Buyer to the Seller under the Contract.

PRICES AND PAYMENT

The Seller reserves the right to charge the Buyer for the cost of storing the Goods and/or Services in its warehouses and in transit in such circumstances and the Buyer shall pay for the storage of the Goods and/or Services immediately.

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The Seller reserves the right to charge the Buyer for the cost of storing the Goods and/or Services in its warehouses and in transit in such circumstances and the Buyer shall pay for the storage of the Goods and/or Services immediately.
9.4 Notwithstanding the provisions of Clause 9.3, the Buyer may resell, use or otherwise dispose of the Goods if and to the extent that (a) a separate entity acquires Control of the Buyer, or the Buyer is merged with a separate entity; (b) the Buyer has insurance for the Price; (c) the Buyer (being an individual or firm) becomes bankrupt or goes into sequestration, or (being a company or limited liability company, partnership or other body corporate) the composition of the Buyer’s board of directors or equivalent body; or (d) maintains the Goods in a satisfactory condition; (e) in the case of Goods delivered to a third party carrier engaged by the Buyer, at the time of the Seller handing the Goods to such third party carrier; (f) the Buyer (being an individual or firm) becomes bankrupt or goes into sequestration, or (being a company or limited liability company, partnership or other body corporate) the composition of the Buyer’s board of directors or equivalent body; or (g) insures the Goods for the Price in full on behalf of the Seller, with the Seller’s interest in the Goods discharged. Upon receipt of the proceeds of sale, the Buyer shall discharge its debt to the Seller and shall not retain any money as compensation for the Buyer shall receive the proceeds of sale, and the Buyer grants to the Seller, its agents, employees and sub-contractors an irrevocable, non-exclusive licence, royalty-free, worldwide licence to use such Goods for the purpose of manufacture, installation or other use, sale, use or disposition of the Seller’s Goods for the Buyer’s account and at the Buyer’s risk.

9.5 The Buyer will hold the Goods on the Seller’s account, against all usual risks to the reasonable satisfaction of the Seller and on request by the Seller, the Buyer shall produce evidence of such policy of insurance to the Seller, and will at all times keep the policy in force until all sums due under the Contract have been paid.

9.6 The Buyer may not resell, use or otherwise dispose of the Goods before the Buyer becomes entitled to possession of the Goods, except in the ordinary course of the Buyer’s business and will be a sale, use or disposition of the Seller’s property committed at the Buyer’s discretion. The Seller shall, in the event of a breach of any of the provisions of this Clause 9.6, have the right to terminate the Contract forthwith and be entitled to the recovery of all Goods delivered to the Buyer in breach of the Contract, and the Buyer will not be entitled to retain any proceeds of sale of such Goods. The Seller shall be entitled to recover the Goods in the event of the Buyer being discharged pursuant to any voluntary or compulsory winding up or administration of the Buyer.

10.1 In the event of any dispute or claim in respect of any of its obligations by the Seller, the Buyer may give notice to terminate the Contract forthwith provided that the Parties have not previously agreed to a dispute resolution procedure.

10.2 On the occurrence of any Force Majeure Event, the Parties shall enter into bona fide discussions with a view to amicably resolving the dispute and to agree to reasonable steps to remove the cause of the Force Majeure Event (if capable of removal) and to enable the Parties to agree to a remedy of the dispute. If the Force Majeure Event prevails for a continuous period in excess of 1 month, the Party not affected by the Force Majeure Event may give notice to the other Party that the Parties have not agreed to a reasonable solution to the dispute and the Force Majeure Event shall be deemed by the Parties to be incapable of removal. If such notice is not given, the Force Majeure Event shall be deemed by the Parties to have continued. The Parties shall give notice to the Seller of cancellation within 7 days of its receipt of the Seller’s notice. The Seller shall then have the right to terminate the Contract forthwith provided that the Parties have not previously agreed to another dispute resolution procedure.

11.1 The Seller shall be entitled to terminate the Contract immediately upon the occurrence of any of the following:

(a) the Buyer being in material breach of any of these Terms and Conditions and such breach not being capable of remedying;

(b) the Buyer being in material breach of any of these Terms and Conditions and failing to remedy such breach within 28 days of notice to the Buyer of the breach and requiring it to be remedied;

(c) the Buyer (an individual or firm) becoming bankrupt or goes into sequestration, or (being a body corporate) is wound up by the court or becomes bankrupt or goes into partnership administration or sequestration; or (being a body corporate) is wound up by the court or voluntarily wound up by reason of its inability to pay its debts or an administrator or receiver is appointed of any part or all of its income or assets and in any case if the Buyer enters into any informal or voluntary arrangement (whether or not in accordance with the Insolvency Act 1986) with or for the benefit of the general body of creditors of the individual, the partnership or the body corporate; or

(d) the Seller, in the event of any dispute or claim in respect of any of its obligations by the Seller, the Buyer may give notice to terminate the Contract provided that the Parties have not previously agreed to another dispute resolution procedure.

12.2 CONFIDENTIALITY

The Seller undertakes not at any time to divulge any of the terms of the Contract or use any information in relation to the Seller’s business or any other information received from the Seller in relation to the Contract or its confidential or proprietary nature if not already or otherwise expressly acknowledged by these Terms and Conditions.

13. OWNERSHIP OF INTELLECTUAL PROPERTY

13.1 The ownership and sole rights to the ownership of all Intellectual Property Rights relating to the Goods and/or Services shall belong to the Seller. The Buyer shall not, nor shall it do anything to induce any person to, engage in the manufacture, use, sale, loan, lease, distribution, exhibition or other exploitation of the Goods or Services, or the intellectual property in the Goods or Services or the software, or any other goods or services, unless the Buyer is expressly licensed or permitted to do so by the Seller.

13.3 If the Goods have been manufactured to the specification or design of the Buyer, the Buyer shall indemnify the Seller and keep the Seller indemnified against all actions, claims, costs, damages, liabilities and expenses (including, but without limitation, legal and other professional fees, actions, proceedings, judgments awarded or damaged and suffered damage) suffered by the Seller arising out of or in connection with any infringement of any Intellectual Property Rights of any third party with the loss, damage, costs, claims, demands, expenses and fees (including, but without limitation, legal and other professional fees, actions, proceedings, judgments awarded or damages suffered) caused by the Seller or the Buyer indemnifying the Seller against all actions, claims, costs, damages, liabilities and expenses (including, but without limitation, legal and other professional fees, actions, proceedings, judgments awarded or damages suffered) caused by the Seller or the Buyer.

14. INDEMNITY

Without prejudice to any rights or remedies implied by statute or common law or under any provision of these Terms and Conditions, the Buyer shall indemnify the Seller and keep the Seller indemnified against all actions, claims, costs, damages, liabilities and expenses (including, but without limitation, legal and other professional fees, actions, proceedings, judgments awarded or damages suffered) caused by the Seller or the Buyer.

15. HEALTH AND SAFETY

Goods supplied by the Seller to its own specification or design are to be safe and without risk to health provided they are used in accordance with any instructions given by the Seller. Any products are supplied in accordance with safety regulations and are assessed by the Seller to be safe and suitable for the use for which they are intended, but no warranty is given as to non-compliance with any further regulations which may be imposed by the Buyer or as to their use and are also used with any necessary safety precautions. If the Buyer is unclear as to the correct way of use of the Goods or their appropriate use, the Buyer accepts the responsibility for obtaining the necessary safety advice and clarification. It is the responsibility of the Buyer to meet all safety standards in the application, use and sale of the Goods.

16. RELIANCE ON TERMS

16.1 The Seller does not make or give any representation or warranty that the Goods are or will be in compliance with the requirements of REACH (the Registration Evaluation Authorisation and Restriction of Chemicals Regulation 2006) and/or with the requirement of REACH Compliance ("REACH Compliance") to the fullest extent permitted by law. Save to the extent caused by any breach by the Seller of the warranty at Clause 16.2, the Seller shall not be liable to the Buyer for any REACH Compliance failure by the Seller or any third party to the Goods.

16.2 Without prejudice to the foregoing Clause 16.1 the Seller warranties that it shall use reasonable endeavours to obtain and maintain REACH Compliance in respect of the Goods and shall comply with its obligations under REACH.

17. COSTS AND EXPENSES

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

18. RELATIONSHIP OF PARTIES

Nothing in these Conditions or any document referred to in either document or any arrangement contemplated by the Parties shall create, or be construed as creating, a relationship of partnership, joint venture or agency between the Parties or any of them and no party or person shall have the authority or power to bind the other or to make any representation on its behalf.

19. AWARDINGS AND VARIATIONS

No award or variations to or in connection with the Contract or these Conditions shall be binding unless agreed in writing by an authorized representative of the Seller.

20. WAIVERS

No delay in exercising or failure to exercise any of the rights of either Party arising from or in connection with the Contract or any other document referred to in either document or any arrangement contemplated by the Parties shall constitute a waiver of those or any other rights, or of the same or any other provision of this Contract or any of those or any other documents referred to in this Contract, or of any breach of this Contract or any of those or any other documents referred to in this Contract. Any such waiver or release must be specifically granted in writing by the party granting the waiver or release.

21. ASSIGNMENT

Each Party shall be entitled to assign all or any part of its rights under the Contract or these Conditions to any person or body corporate which succeeds to any or all of the Seller’s obligations under the Contract, and shall be entitled to assign its rights under the Contract or these Conditions without any liability to the Buyer if, in the reasonable opinion of the Seller after an inspection into the Buyer’s financial or trading status or in light of any other report considered by the Seller in the Buyer’s board of directors or equivalent body, or any non-compliance is caused by any act or omission of the Buyer.

22. SECURITY

If any term, clause, condition or part of this Conditions is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from these Conditions and shall be ineffective without, as far as is possible, modifying any other provision or part of these Conditions and this shall not affect or any other provision of the Contract which shall remain in full effect.

23. DISPUTE RESOLUTION

The Parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to these Terms and Conditions or any of the Seller’s obligations hereunder. If the Seller is dissatisfied with the Goods or Services, the Seller shall give notice to the Buyer of the Goods or Services being late, defective or otherwise unsatisfactory. If the Seller gives notice to the Buyer of the Goods or Services being late, defective or otherwise unsatisfactory, the Buyer shall give the Seller written notice of cancellation within 7 calendar days of the Buyer’s receipt of such notice.

The dispute shall be referred by either Party to the chief executives of each of the Parties and they or their nominees shall meet in good faith in order to try and resolve the dispute. If the dispute or difference is not resolved as a result of such meeting either Party may (at such meeting or within 14 calendar days of its conclusion) give notice to the other Party terminating the Contract. The notice shall be effective immediately on termination of the Contract.

24.1 These Conditions and the acknowledgement of Purchase Orders represent the entire agreement between the Parties relating to the sale of the Goods and/or Services on the terms and conditions set out in these Conditions.

24.2 Each Party agrees that its only remedy for breach of the Contract shall be for breach of contract. Neither Party shall have any liability or remedy in respect of any representation or warranty other than the statement being false, inaccurate and/or incomplete unless it was made fraudulently or is contained in these Conditions. Nothing in these Conditions shall exclude or limit the liability of either Party for fraudulent misrepresentation.

24.4 Each Party agrees that it shall not assign any of its rights or obligations under the Contract or these Conditions, including, without limitation, pursuant to any receivables purchase agreement and any other security agreement, without the prior written consent of the other Party. Without prejudice to the foregoing, any non-compliance is caused by any act or omission of the Seller.

25. NOTICES

Any notice in writing under this Contract shall be given to the other Party at the address or facsimile as shown on the reverse of these Conditions or as later notified to the other Party in writing.