

#### **FORMATION OF CONTRACT**

The contract between the Seller and the Purchaser comprises the Confirmation of Order signed by the Seller (the 'Order') and these Terms & Conditions. Any other terms proposed by the Purchaser are excluded.

#### **PRICE & PAYMENT**

The Price and payment terms are set out in the Confirmation of Order. If payment terms are not set out in the Order, payment is due within 14 days of the date of each invoice.

The prices do not include delivery which will be the responsibility of the Purchaser.

The Seller reserves the right to charge interest on any overdue payment at in accordance with the [Late Payment of Commercial Debts \(Interest\) Act](#).

All prices quoted are exclusive of VAT.

#### **VARIATIONS**

If the Purchaser wishes to change anything in the Order, the request must be made in writing. The Seller will inform the Purchaser whether it is willing to agree to the change and, if so, what will be the impact on the price and delivery date. The Purchaser must notify the Seller in writing within 7 days if these changes are accepted and if so, the price and delivery date will be adjusted by the Seller. The Seller will not proceed with the change until this notice is received. A request to reduce the quantity of Products ordered will not result in a price reduction unless otherwise agreed in writing by the Seller.

#### **DELIVERY**

All delivery dates given by the Seller are given in good faith, but dates are not guaranteed and the Seller will not be liable to the Purchaser for any delay in delivery.

The Seller will notify the Purchaser when the Products are ready for delivery. Delivery will occur when the Purchaser collects (or arranges collection) of the Products from the Seller's premises, unless different delivery arrangements are agreed in the Order (at the Purchaser's expense). If the Purchaser does not collect the Products within 7 days of the delivery date the Seller may charge a reasonable amount for storage pending collection by the Purchaser.

#### **OWNERSHIP & RISK**

The risk of loss or damage to the Products passes to the Purchaser upon delivery or 7 days after the Seller has notified the Purchaser that the Products are ready for collection at its premises if the Purchaser has not collected them by then.

Ownership in the Products will remain with the Seller until payment in full of all amounts due from the Purchaser have been received by the Seller.

#### **WARRANTY & LIABILITY**

The Seller will exercise reasonable skill and care in the manufacture or preparation of Products (where applicable).

Any defects should be notified within one month of delivery and the defective Product returned to the Seller at the Purchaser's expense. When the Seller accepts that the defect is due to faulty workmanship or materials the Seller will have the option either to repair or replace the defective Product.

The Seller's Liability is limited to the value of the goods supplied.

The warranty given above will not apply to defects which are due to: fair wear and tear, accidental damage or failure by the Purchaser to adhere to the Seller's recommendations.

#### **FORCE MAJEURE**

The Seller will not have any liability to the Buyer if prevented from performing the Contract on account of force majeure which includes, but is not limited to severe weather conditions, war, terrorism, strikes or difficulty in obtaining materials and labour. In any of these circumstances, the Seller reserves the right to cancel or delay the Order.

#### **INTELLECTUAL PROPERTY**

All designs and intellectual property rights in Products are and will remain the sole property of the Seller. Under no circumstances will the Purchaser copy or make use of any of the Seller's designs and other intellectual property rights.

#### **PURCHASER DEFAULT**

If the Purchaser (a) commits a breach of contract, or (b) fails to make a payment on the due date, or (c) becomes insolvent or has a receiver or liquidator appointed then, in any such case, the Seller shall be entitled to cancel the contract and repossess any Products for which payment has not been received in full.

#### **LAW & DISPUTES**

The contract between Seller and Purchaser is governed by English law.

Any dispute which cannot be settled amicably will be referred to mediation at the request of either party. CEDR (the Centre for Effective Dispute Resolution) will arrange the mediation. Any dispute that is not settled will be resolved in the English courts.