

## Customer Application / Details Form

### SHIPPING

**BILLING**  *Check if same as shipping address*

Company Name:			Company Name:		
Address:			Address:		
City:	County:	Post code:	City:	County:	Post code:
Phone:	Fax:		Phone:	Fax:	

### PURCHASING CONTACT

Name:	Email:
Phone:	Fax:

### ACCOUNT PAYABLE CONTACT

Name:	Email:
Phone:	Fax:

### COMPANY DETAILS

Company Registration number:	VAT number:
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**PLEASE TICK IF:**  Limited Company  Partnership  Sole Trader  PLC

Credit amount required: £  Standard Payment Terms: **30 Days Net**

### Trade Reference 1

### Trade Reference 2

Company Name:	Company Name:
Address:	Address:

Signature:	Date:
Printed Name	Title

★ **IMPORTANT:** If you complete this form and return it to Stand Safe Ltd with your credit references attached, you must still sign above.

(Please kindly sign and return form to us via Email, Fax or Post. Our T&C's of trade are below.)

## Stand Safe Ltd – Terms and Conditions of Trade

### 1. Definitions

“The Company” means Stand Safe Ltd. “The Customer” means the person placing the order in respect of the goods. “Contract” means the Contract between the Company and the Customer. “Goods” means the products/materials and services sold and listed on the Company’s invoice/sales order/delivery note.

“Business Day”	a day (other than a Saturday, Sunday or public holiday) when banks in U.K. are open for business
“Conditions”	the terms and conditions set out in this document as amended from time to time in accordance with clause 14.3.
“Contract”	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
“Customer”	the person or firm who purchases the Goods from the Supplier.
“Force Majeure Event”	an event or circumstance beyond a party’s reasonable control.
“Goods”	the goods (or any part of them) set out in the Order
“Order”	the Customer’s order for the Goods, as set out in the Customer’s purchase order form.
“Specification”	(a) any specification for the personalisation of Goods that in all other respects are standard items as listed in the Seller’s catalogue; or (b) any specification for bespoke items, where the Goods ordered are not standard items listed in the Seller’s catalogue; in either case that is agreed in writing by the Supplier
“Supplier”	Stand Safe Ltd (registered in England and Wales with company number 06502884)

### 2. Application of Conditions

**2.1.** The Company concludes contracts for the supply of Goods subject only to these Conditions which are deemed to be incorporated in all contracts between the Company and the Buyer however concluded. The Buyer accepts that these Conditions shall govern relations between himself and the Company to the exclusion of any other terms including, without limitation, conditions and warranties written or oral express or implied even if contained in any of the Buyer’s documents which purport to provide that the Buyer’s own Terms shall prevail. No variation or qualification of these Conditions or of any quotation or contract arising here from shall be valid unless agreed in writing by the Secretary or a Director of the Company.

**2.2.** Orders for goods are only accepted on these Conditions, expressly agreed otherwise in writing by the Company.

**2.3.** A full authorised Purchase Order including prices must be sent by the Customer to the Company before any work on Goods can be commenced.

### 3. Basis of Sales and Contracts

**3.1.** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**3.2.** The Order constitutes as an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of their Order and any applicable Specification submitted by the Customer are complete and accurate.

**3.3.** The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order and price of goods, at which point the Contract shall come into existence

**3.4.** The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in:

**3.4.1.** any documents of the Customer; or

**3.4.2.** any framework agreement or other supply agreement to which the Customer and Supplier might be parties, in either case, that is inconsistent with these Conditions.

**3.5.** Any samples, drawings, or advertising produced by the Supplier and illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

**3.6.** A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 90 (ninety) days from its date of issue.

**3.7.** Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller. No contract for the sale of Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the Goods; or has accepted an order placed by the Buyer, by whichever is the earlier of:

**3.7.1** the Seller's written acceptance;

**3.7.2** delivery of the Goods; or

**3.7.3** the Seller's invoice.

**3.8.** Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

**3.9.** Verbal orders are normally confirmed to the customer by e-mail/fax. This confirmation must be checked carefully and any errors corrected immediately otherwise the order will be dispatched as per confirmation and the company will not accept any subsequent claims/complaints regarding order errors.

## 4. Pricing, Quotations (E&OE) & Delivery Charges

**Prices contained in the Company's price lists, catalogues, booklets, advertising materials or similar materials are for general guidance only.**

**4.1** The price of the Goods shall be:

**4.1.1.** The price for the goods shall be the price at the date of despatch or as per the price agreed by the Seller in reference to clause 3.3, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of despatch.

**4.1.2.** If between the date of order of the Goods and the date of delivery of the Goods there is an increase in the cost of the Goods, packing, carriage, delivery, duty, tax or any other impost thereon (including a rise caused by the devaluation or revaluation of any currency) the price shall be adjusted by adding thereto the amount of any increase in such costs or levels whether or not such an increase was or should have been foreseeable by the Company.

**4.2** The price of the Goods includes delivery to the Delivery Location via commercial courier nominated by the Seller, using standard delivery service, unless a Carriage charge is applicable. Where the Customer requests, and the Supplier agrees to provide, a special delivery service, the Supplier shall notify the Customer of the additional cost and the price of the Goods shall be increased accordingly

**4.3** If, however, it is expressly agreed in writing between the Company and the Buyer that the price of the Contract should be a fixed price and not subject to any variation either by rise or fall in the costs or levels referred to in (ii) above such fixed price will be the price of the Contract.

**4.4.** The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

**4.4.1.** any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

**4.4.2.** any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

**4.4.3.** any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

**4.5.** The price of the Goods excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.

**4.6.** The Supplier may invoice the Customer for the Goods on or at any time after the date of the despatch of the goods.

**4.7.** Without the requirement to give prior notice to the Customer, the Supplier may at its absolute discretion withdraw any discount arrangements that are generally applied to purchases made by the Customer.

## 5. Delivery

**5.1.** Delivery will be effected by the Company at the Buyer's premises or to such other place as is mutually agreed. The Goods shall be at the Buyer's risk on either entry on to the Buyer's premises or on being placed into custody on the Buyer's behalf and should be insured accordingly.

**5.2.** Notwithstanding the method of delivery, the Buyer shall carefully examine the Goods on receipt of the same and shall give written notice of any short delivery or over delivery or damage in transit which must be received by the Company within 3 days of receipt of the Goods and in the case of any defects reasonably discoverable on careful examination written notice which must be received by the Company within 10 days of receipt of the Goods. The Customer must also notify the Company in writing of non-delivery within 5 working days of the date of despatch advised to the Customer

**5.3.** The Company will endeavor to despatch goods to the times quoted. The Company shall ensure the Goods are securely packaged and will not be liable for any loss arising from delays in despatch, regardless of cause.

**5.4.** In the event that the Company and the Buyer agree to transfer the Goods by a method other than delivery effected by the Company then the risk of loss or damage of any kind in the Goods shall pass to the Buyer if Collection by or on behalf of the Buyer or by an independent carrier for despatch to the Buyer.

**5.5.** Delivery may be temporarily suspended if the Customer is overdue in making payment for any goods supplied to the Customer by the Company.

**5.6.** Delivery is completed on the completion of unloading of the Goods at the Delivery Location

**5.7.** The Buyer shall pay to the Company in addition to the purchase price charges properly incurred by the Company in connection with the carriage of goods ordered when the Goods ordered are valued at under £1000 and/or are to be delivered to Northern Ireland, Eire and other export destinations. Goods valued at £250 and more are supplied free of carriage if delivered to the United Kingdom mainland only.

**5.8.** The Customer shall accept the Goods when they are tendered for delivery at the Delivery Location. The Customer shall provide such access, personnel, facilities and assistance as may be required to facilitate the safe unloading of the Goods at the Delivery Location.

**5.9.** If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licenses, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon giving written notice to the Buyer of any extra cost incurred to deliver and store or arrange for the storage of the Goods. The Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

**5.10** The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## 6. Payment & Settlement Terms

**6.0.** Unless expressly agreed in writing with the Buyer or stated on the face hereto payment shall be made for the Goods in full in sterling or the Buyer's currency at the option of the Company without any deduction of deferment on account of any disputes or cross claims whatsoever not later than 30 days following the date of the Company's invoice in respect of the Goods. Where full payment is not received by the due date interest may accrue on the sum outstanding at the rate of 5% above the Bank of England base rate, compounded monthly & calculated on a daily basis but without prejudice to the Company's rights to receive payments on the due dates.

**6.1.** The Customer shall pay for the Goods in full and in cleared funds prior to delivery unless clause 6.2 applies.

**6.2.** Where:

**6.2.1.** the Customer has an approved credit account with the Supplier; and

**6.2.2.** the price of the Goods, when added to the total of all other sums for the time being due from the Customer to the Supplier, falls within the credit limit on such approved account, The Customer shall pay the invoice in full and in cleared funds no later than 30 days following the date of which the invoice is rendered, unless otherwise agreed and signed for in writing by the Seller.

**6.3.** If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then;

**6.3.1.** the Customer shall pay interest on the overdue amount at the rate of 5% per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis

from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount;

**6.3.2.** the Supplier may recover from the Customer all costs, expenses and other liabilities (including legal costs on a full indemnity basis) that the Supplier incurs in obtaining payment of sums due.

**6.4.** If in the reasonable opinion of the Company the credit rating of the Buyer becomes unsatisfactory prior to delivery or if the Buyer fails to perform or observe any obligations on its part to be performed under this or any other Contracts made with the Company the Company shall be entitled at its discretion to delay delivery of the Goods until payment thereof is rendered by the Buyer or until such obligations are duly performed or observed or by notice in writing to the Buyer unilaterally to cancel the Contract for the supply of goods.

**6.5.** Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.

**6.6.** If the Customer does not have a credit agreement with the supplier, the customer shall pay for the goods in full prior to the order being processed or dispatched.

**6.7.** The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

**6.8.** Without the requirement to give prior notice to the Customer, the Supplier may at its absolute discretion cancel any previously approved credit account or reduce the credit limit on such account.

**6.9.** All payments shall be made to the Seller in the currency of the price stated in the Contract at its office as indicated on the form of acceptance or invoice issued by the Seller without any deduction credit or set off whatsoever.

**6.10.** The Seller is not obliged to accept orders from any customer or buyer who has not supplied the Seller with references satisfactory to the Seller; if at any time the Seller is not satisfied as to the creditworthiness of the Buyer the seller may withdraw the credit facility given to the Buyer in which event the Buyer shall be required to give security deposits in respect of goods already shipped and no further goods will be delivered to the Buyer other than against cash payment and notwithstanding any payment terms contained in the Contract, all amounts owing to the Seller by the Buyer shall be immediately payable in cash.

**6.11.** The Customer cannot delay or refuse payment for any alleged defects in the goods which the Company undertakes to remedy.

**6.12** First orders can be accepted on a Pro Forma Invoice basis after which a credit application can be made. Credit limits will be assigned in conjunction with our funders, HSBC Invoice Finance.

## 7. Property in Goods

**7.0.** Risk in Goods shall pass to the Buyer on Delivery and must be paid for notwithstanding the destruction thereof or any damage thereto however caused;

**7.1.** Title to Goods shall not pass to the Buyer until the Company has received payment in full (in cash or cleared funds) for such Goods;

**7.2.** Until title to Goods has passed to the Buyer, the Buyer shall:

**7.2.1** hold such Goods on a fiduciary basis as the Company's bailee;

**7.2.2** store such Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property;

**7.2.3** not remove, deface or obscure any identifying mark or packaging on or relating to such Goods; and

**7.2.4** maintain such Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Company. The Buyer shall obtain an endorsement of the Company's interest in the Goods on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Buyer shall allow the Company to inspect such Goods and the insurance policy, but the Buyer may resell or use Goods in the ordinary course of its business.

**7.3.** The Company may at any time revoke the Customer's power of sale by notice to the Customer if the Customer is in fault for longer than thirty days in the payment of any sum whatsoever due to the Company (whether in respect of the goods or any other goods supplied at any time by the Company to the Customer for any reason whatsoever) or if the Company has bona fide doubts as to the solvency of the Customer.

**7.4.** The Customer's power of sale shall automatically cease if a receiver is appointed over any of the assets or the undertaking of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy.

**7.5.** Upon determination of the Customer's power of sale under (7.3) and (7.4) above the Customer shall place the goods and the new products at the Company's disposal and the Company shall be entitled to enter upon any premises of the Customer for the purpose of removing the goods and to remove such goods from the premises (including severance from the realty where necessary).

**7.6.** If before title to Goods passes to the Buyer the Buyer becomes subject to any of the events in condition 7 (7.7) (7.7.1) to (7.7.4) then provided that such Goods have not been resold and without limiting any other right or remedy the Company may have, the Company may at any time require the Buyer to deliver up such Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the relevant Goods are stored in order to recover them.

**7.7.** This condition 7 (7.7) shall apply if:

**7.7.1.** the Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the Insolvency Act 1986); or

**7.7.2.** an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

**7.7.3.** the Buyer ceases, or threatens to cease, to carry on business; or

**7.7.4.** the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly. If this clause applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract (or any other uncompleted contract between the parties) or suspend any further deliveries under the Contract (or any other uncompleted contract between the parties) without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

**7.8.** In the event of the determination or repudiation of the Contract (howsoever occurring) the Company is hereby irrevocably authorised to enter on to the premises of the Buyer and repossess the Goods and any other goods in the Buyer's possession the property in which is vested in the Company.

**7.9.** The Buyer will keep the Goods free from and will indemnify the Company against any charge, lien or other incumbrance thereon.

## 8. Lien

**8.1.** The Company shall have a general lien on all goods and property of the Customer in the possession of the Company in respect of sums outstanding and due from the Customer to the Company under this or any other agreement between the Customer and the Company.

**8.2.** The Company may, after giving 14 days' notice to the Customer of the intension to do so, dispose of the goods and property and use the proceeds of sale against the due sums.

## 9. Quality

**9.1.** The Supplier warrants that upon delivery the Goods shall:

**9.1.1.** conform in all material respects with their description and any applicable Specification; and

**9.1.2.** be free from material defects in design, material and workmanship. 9.2. Subject to clause 9.3, if:

**9.2.1.** the Customer gives notice in writing to the Supplier in accordance with clause 9.4;

**9.2.2.** the Supplier is given a reasonable opportunity of examining such Goods; and

**9.2.3.** the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

**9.3.** The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 9.1 in any of the following events:

**9.3.1.** the Customer makes any further use of such Goods after giving notice in accordance with clause 9.2;

**9.3.2.** the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

**9.3.3.** the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

**9.3.4.** the Customer alters or repairs such Goods without the written consent of the Supplier;

**9.3.5.** the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

**9.3.6.** the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

**9.4.** A claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Supplier within 3 (three) days from the date of delivery

or (or where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Supplier accordingly, the Customer shall not be entitled to reject the Goods and the Supplier shall have



no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

**9.5.** Except as provided in this clause 9, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 9.1.

**9.6.** The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

**9.7.** These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

## 10. Return of Goods

**10.1.** Unless the Goods are defective (meaning that they do not comply with the warranty set out in clause 9.1), then the Supplier will not accept the return of Goods by the Customer unless:

**10.1.1.** such return has been agreed in writing by the Supplier's returns department, who may provide the Customer with a returns reference number;

**10.1.2.** the Customer pays to the Supplier the handling charge specified by the Supplier;

**10.1.3.** the Customer arranges at its own expense for the relevant Goods to be returned to such location as the Supplier may specify, accompanied by a consignment note quoting any returns reference number; and

**10.1.4.** the Goods are returned in the same condition as they were in when delivered by the Supplier, are fit for resale by the Supplier.

**10.2.** Unless the Goods are defective (meaning that they do not comply with the warranty set out in clause 9.1), the Supplier will not accept the return of personalised or bespoke Goods.

**10.3.** Where the Supplier agrees that the Customer may return the Goods, and the Customer complies with the obligations pursuant to clauses 10.1.2 and 10.1.4, then only that part of the Order which relates to the Goods so returned shall be deemed to be cancelled.

**10.4.** Save as provided in this clause, no Order may be cancelled by the Customer except with the written agreement of the Supplier and on terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), cost, damages, charges and expenses incurred by the Supplier as a result of cancellation.

**10.5** In addition to clause 10.1 to 10.4 Goods must be kept in stock may be returned to us only by prior agreement at customers' carriage cost and subject to the following conditions:

**10.5.1** Goods returned must be in original packaging i.e. resalable condition

**10.5.2** Goods must be in complete units of sale in the original packaging, no part boxes (if applicable)

**10.5.3** A notification of return must be made within 3 days of delivery. Failure to do this will result in a handling charge of up to 20%. It is essential to quote our delivery note number for a credit note to be issued

**10.5.4** No returns will be accepted 7 days from delivery

**10.6** If goods supplied by us were incorrectly supplied please notify us immediately and appropriate credit will be given upon receipt of the goods providing they are still in saleable condition as per 10.5

**10.7** Orders for special products and customized packaging are NON RETURNABLE

**10.8** Items that have been customized (e.g. embroidered, printed etc) by The Buyer are NON-RETURNABLE

## 11. Samples

11. Where the Customer requests (and the Supplier agreed to provide) samples of Goods, the Supplier shall be entitled to invoice the Customer the full price of such samples upon dispatch. Such invoice will be credited provided that the Customer returns the relevant items at its own expense in unused and undamaged condition within 30 (thirty) days of delivery. If the relevant items are not so returned, the Customer will become immediately liable to pay the amount invoiced.

## 12. Force Majeure

12. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Contract by giving 14 days written notice to the affected party. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

- Act of God, explosion, flood, tempest, fire or accident;
- war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- import or export regulations or embargoes;
- strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
  
- difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- power failure or breakdown in machinery.

## 13. Title & Risk (R.O.T)

13.1. The risk in the Goods shall pass to the Customer on completion of delivery.

13.2. Title to the Goods shall not pass to the Customer until the earlier of:

13.2.1. the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; and

13.2.2. the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 13.4.

13.3. Until title to the Goods has passed to the Customer, the Customer shall:

13.3.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

13.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

13.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

**13.3.4.** notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.1; and

**13.3.5.** give the Supplier such information relating to the Goods as the Supplier may require from time to time.

**13.4.** Subject to clause 13.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

**13.4.1.** it does so as principal and not as the Supplier's agent; and

**13.4.2.** title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

**13.5.** If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in

clause 14.1, then, without limiting any other right or remedy the Supplier may have:

**13.5.1.** the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

**13.5.2.** the Supplier may at any time:

**13.5.2.1.** require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

**13.5.2.2.** if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

**13.6.** Ownership of the goods shall remain with The Seller who reserves the right to dispose of the goods until payment has been received. Such payment shall become due immediately upon the commencement of any act or proceeding in which the buyer's solvency is involved. If payment is overdue in whole or in part the company may (without prejudice to any of its other rights) recover or resell the goods or any part of them and may enter upon the buyers premises by its servants or agents for that purpose. Until the Company is paid in full all moneys outstanding the relationship of the buyer to the Company shall be fiduciary in respect of the goods or other goods in which they are incorporated or used and if the same are sold by the buyer the Company shall have the right to trace the proceeds thereof.

## 14. Termination of Contract

**14.1.** Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

**14.1.1.** the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

**14.1.2.** the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

**14.1.3.** the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

**14.1.4.** the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

**14.2.** Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 14.1.1 to clause 14.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

**14.3.** Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

**14.4.** On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

**14.5.** Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination. **14.6.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## 15. Limitations of Liability

**15.1.** Nothing in these Conditions shall limit or exclude the Supplier's liability for:

**15.1.1.** death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

**15.1.2.** fraud or fraudulent misrepresentation;

**15.1.3.** breach of the terms implied by section 12 of the Sale of Goods Act 1979;

**15.1.4.** defective products under the Consumer Protection Act 1987; or

**15.1.5.** any matter in respect of which it would be unlawful for the Supplier to exclude or restrict

liability.

**15.2.** Subject to clause 15.1:

**15.2.1.** the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

**15.2.2.** the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

**15.3.** In addition the Company shall in no circumstances be liable:

**15.3.1** for any consequential or special loss or damage or claim by the Buyer including without limitation, delay, detention, loss of production, loss of profit, loss of time, charges or liability to third parties;

**15.3.2** for any loss or damage in excess of the contract price (or in the case of defect in a part only then the cost of manufacture of such part) and these limitations will apply (even in the case

of breach of a fundamental term of repudiation by the Company and) even if further performance of the contract is frustrated.

**15.4.** The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any willful damage, negligence, subjection to abnormal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods without the Seller's approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.

## 16. Sanctions

**The customer hereby represents and warrants that:**

**16.1.** the Customer is not included on any list of restricted entities, persons or organisations published by any member state of the European Union, the United States of America government, the United Nations or other applicable national governments (collectively, the "Sanctions Lists") and neither is it owned or controlled by a person or entity which is included on such Sanctions Lists.

**16.2** the receipt and/or the transportation and/or the delivery of the Goods to its intended destination and/or end users will not constitute a breach or violation by the Supplier of any applicable laws and regulations including sanction/embargo/ export control laws (including those of the European Union, the United States of America and the United Nations, where applicable) and will also not expose us to any sanction or penalty imposed by any state, country, international governmental organization or other competent authority.

## 17. General

**17.1. Assignment and other dealings.**

**17.1.1.** The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

**17.1.2.** The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

**17.2. Entire agreement.**

**17.2.1.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**17.2.2.** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

**17.3. Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**17.4. Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**17.5. Severance.** If at any time any one or more of these conditions or any part thereof is held to be or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity and enforceability of the remaining conditions shall not in any way be affected or impaired thereby.

**17.6. Notices.**

**17.6.1.** Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.

**17.6.2.** A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.6.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission. 1 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**17.7. Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

**17.8. Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

**17.9. Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

**17.10. Clerical Errors.** The Company reserves the right to correct any typographical or clerical errors made at any time by its employees.

## 18. Interpretation

**18.1.** a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or reenacted.

**18.2.** any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**18.3.** a reference to writing or written includes faxes and e-mails.