

# Standard Conditions of Sale (Trade Sales Only)

## Definitions

1 In these conditions, unless the context requires otherwise:

- 1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller;
- 1.2 'Conditions' means the terms and conditions of sale set out in the Acknowledgement of Order and any special terms and conditions agreed in writing by the Seller;
- 1.3 'Delivery Date' means the date specified by the Seller when the goods are to be delivered;
- 1.4 'Goods' means the articles and services which the Buyer agrees to buy from the Seller;
- 1.5 'Price' means the price for the Goods as stated.
- 1.6 'Seller' means the person whose name and address appears as the 'Seller' overleaf.

## 2 Conditions applicable

2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.

Either:

- 2.3.1 the Buyer's signature on the Acknowledgement of Order; or
  - 2.3.2 acceptance of delivery of the Goods; or
  - 2.3.3 failure to raise objections to these Conditions within 7 days of the Buyer receiving them; shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

## 3 Price and payment

3.1 Payment of the Price and VAT shall be due as specified on the acknowledgement of order. Time for payment shall be of the essence.

3.2 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above National Westminster Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment

## 4 The Goods

The quantity and description of the Goods shall be as set out on the acknowledgement of order

## 5 Warranties and liability

The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)(17)) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

## 6 Delivery of the Goods

The Seller shall use all reasonable endeavours to deliver the Goods to the Buyer's address by the Delivery Date but each such date is to be treated as an estimate only and time shall not be of the essence, and the Seller shall not be responsible for any losses of the Buyer as a result of late delivery. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.

## 7 Acceptance of the Goods

7.1 If the Buyer has not rejected the Goods:

- 7.1.1 in respect of a specification discrepancy, within 7 days; or
  - 7.1.2 in respect of any other alleged fault within such time which allows the Buyer to establish the Goods to be in adequate condition but within 6 months of receipt;
- the Buyer shall be deemed to have accepted the Goods.

7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

## 8 Title and risk

8.1 Notwithstanding delivery to the Buyer, the Seller shall be legally and beneficially entitled to the ownership of the Goods until payment of all debts owed by the Buyer to the Seller. Until such payment, and subject to the following provisions, the Buyer holds the Goods as bailee of the Seller and owes to the Seller the normal

fiduciary obligations of a bailee by way of custody in respect of the Goods. Insofar as the Buyer shall, or shall purport to, offer for sale and sell the goods, it shall do so only at the best obtainable price in the ordinary course of its business as principal and not as agent for the Seller. The Seller, shall, by reason of the said relationship of bailment between the Buyer (as bailee) and itself (as bailor), be and remain legally and beneficially entitled to the proceeds of sale and the Buyer shall pay such proceeds of sale into a separate account or, otherwise, shall ensure that all the proceeds of sale are kept by or on behalf of the Buyer in a separate and identifiable form. The proceeds shall not be paid into an overdrawn bank account. Upon receipt of the proceeds of sale, the Buyer shall discharge the debt due to the Seller and shall not use or deal with the proceeds of sale in any way whatsoever until such debt has been discharged.

8.2 Risk shall pass on delivery of the Goods.

## **9 Remedies of Buyer**

9.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale

9.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.

9.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

*Proper law of contract*

*This contract is subject to the law of England and Wales.*

*These terms & conditions do not affect your statutory rights*

*01/03/2018*