



www.britektechnologies.co.uk | T: 0161 850 0905 | F: 0161 850 0907
Unit D3C Edgfold Industrial Estate | Smethurst Lane | Bolton | BL4 0JW

TERMS OF SALE

1 Interpretation

1.1 In these Terms, the following definitions apply:

"BUYER" means the person or entity whose Written order for the Goods is accepted by the Seller;

"GOODS" means the LED lighting products and other goods (including any instalment of the goods or any components for them) which the Seller is to supply in accordance with these Terms;

"SELLER" means Bri-Tek Technologies Ltd (registered in England and Wales under number 07286943) whose registered office address is at 42-44 Chorley New Road, Bolton, England, BL1 4AP;

"CONTRACT" means the contract for the sale and purchase of the Goods;

"INCOTERMS" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made;

"TERMS" means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller.

1.2 In these Terms, the following rules apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 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 re-enacted.

1.2.4 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.

1.2.5 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.2.6 "Writing", or any similar expression, includes facsimile transmission and electronic mail.

2 Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Buyer's order (if accepted by the Seller), subject to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such order is made or purported to be made, by the Buyer. A quotation of the Seller does not constitute an offer by the Seller to supply the Goods and every acceptance of any quotation of the Seller and every order by the Buyer in response to any quotation of the Seller shall be deemed an offer by the Buyer to the Seller and will not be binding on the Seller until the Seller has given its acknowledgement of its acceptance of order in Writing.

2.2 No variation to these Terms shall be binding unless confirmed in Writing by a director of the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by a director of the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by a director of the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission 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 Bespoke Orders and specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2 Where possible, the Seller shall endeavour to supply the Goods in the type of materials (and the grade thereof) requested by the Buyer and confirmed in the Seller's quote or the Buyer's order (as the case may be) for the Goods. However, the Seller cannot guarantee availability of materials (or particular grade thereof) for Goods quoted and the Seller shall not be liable for any failure or delay in sourcing such materials howsoever caused. In the event that a type of material (or particular grade thereof) is not sourced by the Seller in relation to a particular Contract for Goods (by reason of it being discontinued, identified by the Seller or any authority as hazardous or otherwise unsafe, or being unavailable to the Seller) then the Seller shall notify the Buyer within a reasonable time and the Buyer shall notify the Seller of a suitable replacement material (and any other changes to be made to the specifications or instructions to the Contract as a result of such amendment).

3.3 Where no suitable replacement is sourced, then the Seller shall offer the Buyer the opportunity to cancel the Contract or the relevant part of it to which the source failure relates. If the Buyer cancels the Contract or the relevant part of it then the Buyer shall be liable to pay for any parts or materials or Goods supplied by the Seller prior to the cancellation of the Contract or the relevant part of it on the basis set out in clause 4.1.

3.4 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification for the Goods, the grade and type of materials required to manufacture them and the quantity of Goods required) submitted by the Buyer, and for giving the Seller any necessary information or specifications relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.5 Subject to these Terms, the quantity and description of the Goods and any specification for them shall be as set out in the sales order confirmation document.

3.6 All Goods which are manufactured and processed by the Seller are manufactured or processed in accordance with the designs, instructions and specifications submitted by the Buyer and the Buyer acknowledges that it is responsible for testing and evaluating whether the Goods, manufactured in accordance with their specifications and instructions, would be fit for their intended purpose (unless the Seller otherwise agrees to accept such responsibility in Writing).

3.7 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted or a formulation supplied by the Buyer:

3.7.1 the Buyer shall indemnify the Seller against:

(i) all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, if any, which results from the Seller's use of the Buyer's specification; and

(ii) all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of, any claim which results from the Seller's reliance on the Buyer's specification or from the Seller's use of the Buyer's specification or formulation.

3.8 The Seller reserves the right to make any changes in the specification of any Goods ordered (or any changes or technical improvements to the process and or manufacture of the Goods) which are necessary or required to conform with any applicable legal or regulatory requirements in any relevant jurisdiction, which do not materially affect their quality or performance, without prior notice to the Buyer.

3.9 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3.10 Where only part of the Contract is cancelled the Buyer's liability to pay for the remainder of the Goods (pursuant to the remaining parts of the Contract) shall be unaffected.

4 Price of the goods

4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the current UK RRP Price List available upon request. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to:

4.2.1 any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in tax duties or other imposts); or

4.2.2 any significant increase in the costs of labour, materials or other costs of manufacture or any other factor affecting the cost of production or delivery of the Goods; or

4.2.3 any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer; or

4.2.4 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Where clause 4.2 applies and the Buyer is dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), the Seller shall inform the Buyer of any such increase in the price and shall offer the Buyer the opportunity to cancel the Contract or the relevant part of it to which the price increase relates. If such Buyer cancels the Contract or the relevant part of it then such Buyer shall be liable to pay for any parts or materials or Goods supplied by the Seller prior to the cancellation of the Contract or the relevant part of it on the basis set out in clause 4.1.

4.4 Where only part of the Contract is cancelled the Buyer's liability to pay for the remainder of the Goods (pursuant to the remaining part or parts of the Contract) shall be unaffected.

4.5 Except as otherwise stated in the Seller's quotation or in the sales order confirmation document of the Seller, and unless otherwise confirmed in Writing by a director of the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's trade premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance in addition to the price quoted.

4.6 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

4.7 Any rebates, discounts or allowances agreed between the Seller and the Buyer are given at the Seller's discretion and are given strictly subject to the Buyer's compliance with these Terms (including compliance with any credit terms under clause 10). Such rebates discounts or allowances may be granted, varied or rescinded at any time at the Seller's sole discretion.

5 Terms of payment

5.1 Subject to any special terms agreed and confirmed in Writing by an authorised representative of the Seller, the Seller may invoice the Buyer for the price of the Goods at any time after the order is accepted, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.2 The Seller reserves the right to call for a deposit or prepayment on account of the quoted price of the Goods notwithstanding that the same have not yet been collected or otherwise delivered, and the Seller shall not be obliged to deliver the Goods or present the Goods as ready for collection until such deposit or prepayment has been paid in cleared funds. Where the Contract is cancelled under clause 3.3 or 4.3, any amount due and payable to the Seller shall be off-set from any deposit or prepayment made by the Buyer, and the surplus (if any remaining due to the Buyer) shall be repaid to the Buyer accordingly.

5.3 Unless the Buyer is a credit account holder as defined in clause 10, the Buyer shall pay the price of the Goods (without any deduction) within 30 days of the calendar month end of the date of the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract and non compliance with the Seller's terms of payment shall constitute default without reminder. Receipts for payment will be issued only upon request.

5.4 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:

5.4.1 cancel the contract or suspend any further deliveries to the Buyer;

5.4.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);

5.4.3 demand payment of all outstanding balances, whether due or not; and

5.4.4 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 8% per cent per annum above the base rate of Barclays Bank Plc from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.5 Notwithstanding clause 5.4.4, the Seller may in the alternative claim interest at its discretion under the Late Payment of Commercial Debts (Interest) Act 1998.

6 Delivery

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

6.2 Where possible, Goods shall be delivered (or made available for collection as the case may be) within a reasonable time from when the order was first accepted by the Buyer, but any dates quoted for delivery (or the available date for collection) of the Goods are approximate only (and not guaranteed) and the Seller shall not be liable for any delay in delivery (or availability for collection) of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.

6.3 Where Goods are to be delivered (rather than collected at the Seller's premises), the Buyer shall provide safe and suitable:

6.3.1 access to the delivery premises where such premises is not accessible by a public road;

6.3.2 storage facilities which comply with all statutory local or other requirements of the manufacturer applicable to storage and handling of the Goods;

6.3.3 supervision for the off-loading operation in accordance with safe-practice in compliance with all statutory or other health and safety requirements and the Buyer will indemnify the Seller for:

(i) any loss, costs and expenses incurred by the Seller and arising from the Buyer's breach of clause 6.3;

(ii) arising from any accidental loss or damage caused to the Goods or any property whether of the Buyer or the Seller or any third party arising from the Goods being transported to a premises which is situated away from a public highway.

6.4 The Buyer shall maintain appropriate insurance against all third party claims, costs and expenses, including any extra costs, expenses or losses incurred by the Seller and arising from any failure by the Buyer to make the provisions referred to at clause 6.3.1-6.3.3 above.

6.5 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.6 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.7 If the Buyer fails to take delivery of the Goods (including the Buyer's refusal to accept the delivery) or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or where the Seller is at fault) then, without limiting any other right or remedy available to the Seller, the Seller may:

6.7.1 charge a delivery charge which is equal to £95 or 15% of the order value for the Goods which are the subject of the delivery or collection failure (whichever is the greater) to cover its reasonable administrative and travel costs; and either:

6.7.1.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including any increase in insurance premium or additional premium of insurance arising as a result of the Buyer's failure to take delivery or collection) of storage; or

6.7.1.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7 Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered by export, and sold f.o.b or c.i.f the risk in the Goods shall remain with the Seller only until the Goods cross the ship's rail or are otherwise loaded to the carrier exporting them outside of the UK;

7.1.3 in the case of Goods to be delivered otherwise than at the Seller's premises within the UK, at the time of delivery at the premises notified by the Buyer to the Seller or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller, or carrier on its behalf, has tendered delivery of the Goods at the premises notified by the Buyer to the Seller.

7.2 Where Goods are to be delivered otherwise than at the Seller's premises within the UK and products become damaged in transit, the Seller may at its option replace free of charge or credit any Goods (or parts thereof) lost or damaged in transit provided that the Buyer notifies the Seller of such loss or damage at the time of delivery. The Buyer is responsible for checking and approving all Goods delivered at the time of delivery.

7.3 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Seller has:

7.3.1 received in cash or cleared funds payment in full of the price of the Goods for which payment is then due; and

7.3.2 received in cash or cleared funds payment in full of the price of all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.4 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use the Goods in the ordinary course of its business.

7.5 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.6 The Buyer shall not be entitled to pledge, create a lien over or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

8 Warranties and liability

8.1 Subject to the following provisions the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 3 years from delivery.

8.2 The above warranty is given by the Seller subject to the following conditions:

8.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, formula, design or specification supplied by the Buyer or arising from the Buyer's storage or use of the Goods which is not within the use, storage and installation guidelines in relation to such Goods as recommended or issued by the manufacturer thereof;

8.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, abuse, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing) or manufacturer's guidelines, misuse or alteration of the Goods (without the Seller's approval in Writing);

8.2.3 the Seller shall be under no liability in respect of any defect, damage or deterioration arising (following delivery) from unsuitable storage conditions of the Goods or use, or by the Buyer's application of any use, process or other treatment to the Goods not otherwise authorised in Writing by the Seller;

8.2.4 the Seller shall be under no liability in respect of any loss arising from the Buyer's "misuse" of the Goods and the Buyer acknowledges that the products are unsuitable for any use other than for a purpose expressly stated in its relevant manufacturer's guidelines in relation to such Goods and consequently any other use or use for any other purpose shall be deemed a "misuse".

8.2.5 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.2.6 the above warranty does not extend to Goods, products or components thereof which are not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

8.3 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Terms.

8.4 The Buyer should satisfy itself by testing samples or otherwise of the fitness for his stated purpose of the Goods and will be deemed and conclusively presumed to have done so.

8.5 The Buyer must afford to the seller the opportunity to examine any Goods which are the subject of a claim before the Goods have been further used, processed or otherwise dealt with.

8.6 A claim by the Buyer 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 Buyer) be notified to the Seller in Writing within 48 hours from delivery or (where the defect or failure was not apparent on reasonable inspection) within 24 hours after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller in accordance with this clause 8.6, the Buyer shall not be entitled to reject the Goods, and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.7 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Terms, the Seller may replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Seller shall have no further liability to the Buyer.

8.8 Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for:

8.8.1 loss of profit;

8.8.2 loss of goodwill;

8.8.3 loss of business;

8.8.4 loss of business opportunity;

8.8.5 loss of anticipated saving; or

8.8.6 for any indirect, special or consequential loss or damage;

8.8.7 in each case, (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

8.9 The Seller shall not be liable to the Buyer for any loss, damage, costs, expenses or other claims for compensation arising to the extent that such losses arose from any information, specification or formulae or instructions which were incorrect, inaccurate or incomplete as supplied by or on behalf of the Buyer.

8.10 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control (a "Force Majeur Event"). Without limiting the foregoing, the following shall be regarded as "Force Majeur Events":

8.10.1 Act of God, explosion, flood, tempest, fire or accident;

8.10.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.10.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

8.10.4 import or export regulations or embargoes;

8.10.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

8.10.6 difficulties in obtaining raw materials, chemical components, labour, fuel, parts or machinery;

8.10.7 non-availability of transport;

8.10.8 a power failure or breakdown in plant or machinery.

9 Indemnity

9.1 If a claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of a drawing, formula, instruction, design or specification supplied by the Buyer, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:

9.1.1 the Seller is given full control of any proceedings or negotiations in connection with the claim;

9.1.2 the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;

9.1.3 except pursuant to a final award, the Buyer shall not pay or accept the claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);

9.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);

9.1.5 the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and

9.1.6 without limiting any duty of the Buyer at common law, the Seller may require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause.

10 Credit Accounts

10.1 This clause applies if and whenever the Seller agrees in Writing to allow the Buyer a credit facility.

10.2 The Buyer will only be allowed a credit facility if the Buyer has completed and signed a Credit Account Form to the Seller's satisfaction and the credit checks (including contacting trade references, insurance underwriters and obtaining credit reports) carried out by the Seller in respect of the Buyer are wholly satisfactory to the Seller.

10.3 If the application for credit is successful, the Seller will notify the Buyer in Writing to confirm:

10.3.1 confirm that the account with the Seller has been opened; and

10.3.2 confirm the credit limit imposed on that account.

10.4 The Buyer will only be permitted to use the credit facility when its account has been confirmed in accordance with clause 10.3 and then only to the credit limit imposed on the account.

10.5 The full price of all Goods sold must be paid in cleared funds within such number of days as the Seller may agree in Writing in accordance with the credit terms or if none are specified, then the date marked on the invoice as the "due date for payment" shall be the due date for payment.

10.6 The Seller may require the Buyer to set up and maintain a direct debit facility with its bankers as a condition of the Seller permitting the Buyer to use a credit facility.

10.7 The Seller reserves the right to vary the terms upon which it allows the Buyer a credit facility, or to withdraw a credit facility at any time for any reason. Any variation in such terms will be notified to the Buyer in Writing and will take immediate effect.

10.8 Where any valid warranty claim is made in respect of Goods supplied on credit and the Seller decides, at its discretion, to refund to the Buyer some or all of the price of the Goods such refund may be made by credit to the Buyer's account.

10.9 Notwithstanding any warranty claim made by the Buyer, the Buyer must nevertheless pay the price of the Goods which are the subject of the claim in accordance with clause 10.5 above pending the determination of the validity of such claim.

10.10 Without prejudice to the provisions of clause 10.7, the Seller shall be entitled to withdraw the Buyer's facility with immediate effect if the Buyer breaches any of the provisions of these Terms or where the Seller serves the Buyer notice of not less than 7 days.

10.11 Where the Buyer's credit facility is withdrawn then without prejudice to any other rights or remedies available to the Seller, the full price of all the Goods sold but not yet paid for shall become immediately due and payable notwithstanding any previous arrangements or agreements to the contrary.

11 Insolvency of buyer

11.1 This clause 11 applies if:

11.1.1 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

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

11.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

11.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

11.2 If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract and/or suspend any further deliveries under the Contract 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 (including by reason of credit offered under clause 10).

12 Export terms

12.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Terms, but if there is any conflict between the provisions of Incoterms and these Terms, the latter shall prevail.

12.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 12 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Terms.

12.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

12.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered f.o.b. the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

12.5 Unless otherwise required by the Seller, payment of all amounts due to the Seller shall be made by irrevocable letter of credit, in a form acceptable to the Seller, to be opened by the Buyer in favour of the Seller and confirmed by a bank in the United Kingdom acceptable to the Seller within 14 days after the Contract is concluded.

13 General

13.1 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such e-mail address or fax number as is given on its business website such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

13.2 The Buyer shall not be entitled to any right of set-off against any sums outstanding from the Seller.

13.3 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

13.5 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.6 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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

13.8 The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Seller.

13.9 Following the termination of the Contract the following clauses shall survive and continue in full force and effect:

13.9.1 Clause 7;

13.9.2 Clause 8;

13.9.3 Clause 9;

13.9.4 Clause 11;

13.9.5 Clause 12; and

13.9.6 Clause 13

I confirm I have read, understood and I accept these Terms of Business.

Signed (signature)

Being an authorised person on behalf of the Buyer:

.....

(Print name of Buyer)

Date: