

1	Price	6.5.1	direct financial loss, loss of profits or loss of use; and
1.1	The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.	6.5.2	indirect or consequential loss
1.2	Our quotations lapse after 7 days (unless otherwise stated).	6.6	Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £1,000,000.
1.3	The price quoted excludes delivery (unless otherwise stated).	6.7	For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.
1.4	Rates of tax and duties on the goods will be those applying at the time of delivery.	6.8	Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.
1.5	At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.	6.9	Nothing in these terms affects or limits our liability for fraudulent misrepresentation.
2	Delivery	7	Specification
2.1	All delivery times quoted are estimates only.	7.1	If we prepare the goods in accordance with your specifications or instructions you must ensure that:
2.2	If we fail to deliver within a reasonable time after the quoted delivery time, you may (by informing us in writing) cancel the contract, however:	7.1.1	all specifications, instructions or materials are supplied to us within a reasonable time;
2.2.1	you may not cancel if we receive your notice after the goods have been dispatched; and	7.1.2	the specifications or instructions are accurate;
2.2.2	if you cancel the contract, you can have no further claim against us under that contract.	7.1.3	goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and
2.3	If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).	7.1.4	your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.
2.5	We may deliver the goods in instalments. Each instalment is treated as a separate contract.	7.2	We reserve the right;
2.6	We may decline to deliver if:	7.2.1	to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and
2.6.1	we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or	7.2.2	to make without notice any minor modifications in our specifications we think necessary or desirable.
2.6.2	the premises (or the access to them) are unsuitable for our vehicle.	8	Return of goods
2.7	If for any reason you fail to accept delivery of any goods when they are ready for delivery, or we are unable to deliver the goods because you have not provided adequate instructions, or if you do not collect the goods by the date we give for collection, we may	8.1	We will accept the return of goods from you only:
2.7.1	treat the goods as having been delivered on that day (for the purposes of risk, inspection and payment); and	8.1.1	by our prior agreement (confirmed in writing);
2.7.2	charge you for the storage or redelivery of those goods, including any costs for insuring the goods.	8.1.2	on payment of an agreed handling charge (unless the goods were defective when delivered); and
3	Risk	8.1.3	where the goods are as fit for sale on their return as they were on delivery.
3.1	The goods are at your risk from the time of delivery.	9	Export terms
3.2	Delivery takes place either:	9.1	Clause 9 of these terms applies (except to the extent that it is inconsistent with any written agreement between us) where we supply the goods over an international border or overseas.
3.2.1	at our premises (if you are collecting them or arranging carriage); or	9.2	The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.
3.2.2	at your premises or address specified by you (if we are arranging carriage).	9.3	Unless otherwise agreed, the goods are supplied ex works our place of manufacture for a maximum period of fourteen days from the date of notification.
3.3	You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within three days of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods.	9.4	Where the goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.
4	Payment terms	9.5	You are responsible for arranging testing and inspection of the goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit.
4.1	You are to pay us in cash or in cleared funds on delivery, unless you have an approved credit account.	9.6	We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).
4.2	If you have an approved credit account, payment is due no later than the last day of the month following the month of dispatch unless otherwise agreed in writing.	10	Cancellation
4.3	If you fail to pay us in full on the due date we may:	10.1	You may not cancel the order unless we agree in writing (and clauses 2.2.2 and 10.2 then apply).
4.3.1	suspend or cancel future deliveries;	10.2	If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
4.3.2	cancel any discount offered to you;	10.3	We may suspend or cancel the order, by written notice if:
4.3.3	charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;	10.3.1	you fail to pay us any money when due (under the order or otherwise);
a.	calculated (on a daily basis) from the date of our invoice until payment;	10.3.2	you become insolvent;
b.	before and after any judgment (unless a court orders otherwise);	10.3.3	you fail to honour your obligations under these terms.
4.3.3	claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and	11	Waiver and variations
4.3.4	recover (under clause 4.7) the cost of taking legal action to make you pay.	11.1	Any waiver or variation of these terms is binding in honour only unless:
4.4	If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.	11.1.1	made (or recorded) in writing;
4.5	You do not have the right to set off any money you may claim from us against anything you may owe us.	11.1.2	signed on behalf of each party; and
4.6	While you owe money to us, we have a lien on any of your property in our possession.	11.1.3	expressly stating an intention to vary these terms.
4.7	You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs, including legal costs on a full indemnity basis and the cost of instructing a debt recovery agency to recover a debt due to us if any) following any breach by you of any of your obligations under these terms.	11.2	All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
4.8	Where it is agreed that payment is to be made by letter of credit, the letter must be irrevocable and be drawn on or confirmed by a reputable UK bank and to be paid over a UK counter. All associated documentation shall be presented to us on request.	11.3	In the event that you wish to vary the terms of your order, and subject to our written approval to such variation, we shall reserve the right to charge such additional fees as may be required to implement the adjusted order.
5	Title	12	Force majeure
5.1	Until you pay all debts you may owe us:	12.1	If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
5.1.1	all goods supplied by us remain our property;	12.2	Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
5.1.2	you must store them so that they are clearly identifiable as our property;	13	General
5.1.3	you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;	13.1	English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
5.1.4	you may use those goods and sell them in the ordinary course of your business, but not if:	13.2	If you are more than one person, each of you has joint and several obligations under these terms.
a.	we revoke that right (by informing you in writing); or	13.3	If any of these terms are unenforceable as drafted:
b.	you become insolvent.	13.3.1	it will not affect the enforceability of any other of these terms; and
5.2	You must inform us (in writing) immediately if you become insolvent.	13.3.2	if it would be enforceable if amended, it will be treated as so amended.
5.3	If your right to use and sell the goods ends you must allow us to remove the goods.	13.4	We may treat you as insolvent if:
5.4	We have your permission to enter any premises where the goods may be stored:	13.4.1	you are unable to pay your debts as they fall due; or
5.4.1	at any time, to inspect them; and	13.4.2	you (or any item of your property) become the subject of:
5.4.2	after your right to use and sell them has ended, to remove them, using reasonable force if necessary.	a.	any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
5.5	Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.	b.	any application or proposal for any formal insolvency procedure; or
5.6	You are not our agent. You have no authority to make any contract on our behalf or in our name.	c.	any application, procedure or proposal overseas with similar effect or purpose.
6	Warranties	13.5	All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
6.1	We warrant that the goods:	13.6	Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
6.1.1	comply with their description on our order confirmation form; and	13.7	No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
6.1.2	are free from material defect at the time of delivery (as long as you comply with clause 6.3).	13.8	The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either: contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or
6.2	We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.	13.8.1	which expressly state that you may rely on them when entering into the contract.
6.3	If you believe that we have delivered goods that are defective in materials or workmanship, you must:	13.9	Please note that we may transfer personal information about you to those we may appoint to administer your account or recover amounts owing. That may include, for example, passing information about you to our insurers, debt recovery agents and solicitors, if you fail to pay us.
6.3.1	inform us (in writing), with full details, as soon as possible; and		
6.3.2	allow us to investigate (we may need access to your premises and product samples).		
6.4	If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 6.3) in full, we will (at our option) replace the goods or refund the price.		
6.5	We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent, including (as examples only);		