

## SALES CONTRACT

This contract for the sale of goods is between Valkin Limited, a company organized under the laws of the United Kingdom (the "Seller") and {{nameSME}} a company no {{companyNo}} organized under the laws of the {{smeCountry}} (the "Buyer")

The parties agree as follows:

### 1. Sale of goods

The Seller shall sell, and the Buyer shall purchase the Goods in accordance with the terms set out overleaf and these terms and conditions ("Terms"), which shall apply to the exclusion of any, and all other terms and/or conditions whether contained in the Buyer's order or any other document.

### 2. Consideration

Subject to the payment terms stated below, the Seller may invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods.

Total payment for the goods is {{totalSalesAmount}} plus taxes due within the days mentioned in payment terms.

#### a. Payment terms

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### 3. Delivery

The Goods shall be delivered in accordance with the terms stated overleaf. Where the terms of delivery are not stated overleaf, then 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.

### 4. Risk and property

If the Contract provides for the Goods to be delivered to the Buyer pursuant to a delivery term which is defined in or given a particular meaning by the provisions of the CONTRACT in force as at the date of conclusion of the Contract ("CONTRACT") then risk shall pass according to the provisions of the CONTRACT for such delivery term.

### 5. Warranties

The Seller makes no warranties whatsoever in respect of the Goods including, without limitation, the fitness for purpose, performance, use, quality, or merchantability of the Goods, whether express or implied, by statute at common law or otherwise notwithstanding that the purpose or intended use of the Goods may be known or made known to the Seller. All conditions, warranties, stipulations, or other statements whatsoever relating to the Goods including, without limitation, the fitness for purpose, performance, use, quality or merchantability of the Goods, whether express or implied, by statute at common law or otherwise, are hereby excluded.

## 6. Liability

A claim by the Buyer which is based on any shortage in the quantity of the Goods or 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 in writing to the Seller within seven (7) days from the date of delivery or where the shortage, defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the shortage defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such shortage, 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.

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 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. In the event the price of the Goods is refunded, the Goods, if in the possession of the Buyer, shall be returned to the Seller at the Buyer's cost and expense.

## 7. Indemnity

The Buyer agrees to defend, indemnify and hold the Seller, its holding, subsidiaries and affiliated companies and its and their officers, employees and agents, harmless from and against all suits, demands, claims, liabilities, losses, damages, expenses and costs of whatsoever nature arising out of or in connection with or resulting from: the Buyer's non-performance or breach of the Contract and/or these Terms; the act, neglect, omission or default of the Buyer or its servant, agent, employee, subcontractor or service provider.

## 8. General

The Seller may perform any of its obligations or exercise any of its rights under the Contract by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller.

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 other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

## SELLER

Name:

Signature:

Title:

Date:

## BUYER

Company:

Name:

Signature:

Title:

Date:

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