<!DOCTYPE html>

<html>

<head>

<style>

.list-container {

list-style-type: none;

padding: 0;

margin: 0;

}

.list-item {

display: flex;

align-items: flex-start;

margin-bottom: 10px;

}

.index {

flex-shrink: 0;

width: 50px; /\* Adjust width as needed \*/

}

.content {

flex-grow: 1;

}

</style>

</head>

<body>

<ul class="list-container">

<li class="list-item">

<div class="index">1.</div>

<div class="content"><strong>DEFINITIONS</strong></div>

</li>

<li class="list-item">

<div class="index">1.1</div>

<div class="content">"Buyer" means the organisation or person who buys Goods from the Seller,</div>

</li>

<li class="list-item">

<div class="index">1.2</div>

<div class="content">"Goods" means the articles to be supplied to the Buyer by the Seller,</div>

</li>

<li class="list-item">

<div class="index">1.3</div>

<div class="content">"Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable,</div>

</li>

<li class="list-item">

<div class="index">1.4</div>

<div class="content">"List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time.</div>

</li>

<li class="list-item">

<div class="index">1.5</div>

<div class="content">"Seller" means (NAME AND ADDRESS OF SELLER)</div>

</li>

<li class="list-item">

<div class="index">2.</div>

<div class="content"><strong>GENERAL</strong></div>

</li>

<li class="list-item">

<div class="index">2.1</div>

<div class="content">These Terms and 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 referred to, offered, or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.</div>

</li>

<li class="list-item">

<div class="index">2.2</div>

<div class="content">Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.</div>

</li>

<li class="list-item">

<div class="index">3.</div>

<div class="content"><strong>PRICE AND PAYMENT</strong></div>

</li>

<li class="list-item">

<div class="index">3.1</div>

<div class="content">The price shall be that in the Seller's current List Price, or such other price as the parties may agree in writing. The price is exclusive of VAT or any other applicable costs. Carriage shall be paid for by the BUYER OR SELLER.</div>

</li>

<li class="list-item">

<div class="index">3.2</div>

<div class="content">Payment of the price and VAT and any other applicable costs shall be due within 30 days of the date of receipt of the invoice supplied by the Seller.</div>

</li>

<li class="list-item">

<div class="index">3.3</div>

<div class="content">The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of [PERCENT] per annum above the base rate of the [CENTRAL BANK].</div>

</li>

<li class="list-item">

<div class="index">3.4</div>

<div class="content">If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:</div>

</li>

<li class="list-item">

<div class="index">3.4.1</div>

<div class="content">Require payment in advance of delivery in relation to any Goods not previously delivered.</div>

</li>

<li class="list-item">

<div class="index">3.4.2</div>

<div class="content">Refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery.</div>

</li>

<li class="list-item">

<div class="index">3.4.3</div>

<div class="content">Terminate the contract.</div>

</li>

</ul>

</body>

</html>