

**PLEASE SUPPLY AND DELIVER THE FOLLOWING AS SPECIFIED AND IN ACCORDANCE WITH THE  
CONDITIONS SHOWN ON THIS ORDER AND PRINTED ON THE REVERSE**

**Buyer's Details**

|                   |               |
|-------------------|---------------|
| Name:             | fff           |
| Trading address:  | fff           |
| Telephone number: | fff           |
| Fax number:       | fff           |
| Email:            | fff           |
| Contact name:     | Fff           |
| Reference number: | fff           |
| Date of order:    | 19 April 2016 |

**Seller's Details**

|                  |     |
|------------------|-----|
| Trading name:    | fff |
| Trading address: | fff |

**Delivery Details**

|                   |               |
|-------------------|---------------|
| Delivery address: | fff           |
| Delivery date:    | 19 April 2016 |

**Item Details**

|                        |        |
|------------------------|--------|
| Product description:   | ert    |
| Seller's product code: | rte    |
| Quantity Required:     | 1      |
| Unit price:            | £10.00 |
| Total:                 | £10.00 |

**THE BUYER ORDERS THE SUPPLY AND DELIVERY BY THE SELLER TO THE DELIVERY ADDRESS ON THE DELIVERY DATE OF THE ITEMS IN ACCORDANCE WITH AND SUBJECT TO THE GENERAL CONDITIONS OF ORDER PRINTED OVERLEAF. PLEASE CONFIRM ACCEPTANCE OF THE ORDER BY SIGNING AND DATING THE DUPLICATE COPY OF THE ORDER AS PROVIDED BELOW AND RETURNING THE SIGNED COPY TO THE BUYER BY FAX.**

Authorised signature:

\_\_\_\_\_  
ddd - on behalf of the Buyer

**THE SELLER ACCEPTS THE ORDER**

\_\_\_\_\_  
fff - on behalf of the Seller

Date of Acceptance:

# The General Conditions of Order

## 1. DEFINITIONS

The following terms shall mean:

|                              |   |
|------------------------------|---|
| Acceptance:                  | <p>the acceptance of the Order by any of the following means:</p> <p>a) Orally by any representative of the Seller;</p> <p>b) In writing whether by the return of a signed duplicate copy of the Order or by any other means; or</p> <p>c) By dispatch or delivery of the Items by the Seller to the Buyer.</p> |
| Buyer:                       | <p>the person whose name and address appears in the box marked 'Buyer's Details' overleaf.</p>  |
| Contract:                    | <p>the contract for the supply and delivery of the Items by the Seller to the Buyer in accordance with the terms of the Order and the General Conditions of Order which arises on Acceptance.</p>   |
| Delivery Date:               | <p>the date specified by the Buyer in the Order when the Items are to be delivered.</p>   |
| General Conditions of Order: | <p>the terms and conditions under which the Items are to be supplied and delivered as set out in this document.</p>   |
| the Items:                   | <p>the product or products identified in the Order by reference to the 'product description', 'seller's product code' and 'quantity required'.</p>  |
| the Order:                   | <p>the order placed by the Buyer with the Seller to purchase the Items from the Seller as set out overleaf.</p>   |
| the Price:                   | <p>the price for the Items inclusive of carriage, packing, insurance and VAT.</p>   |
| Quantity Required:           | <p>the number of the Items which the Buyer wishes to purchase as set out in the Order overleaf.</p>   |
| the Seller:                  | <p>the person with whom the Order is placed by the Buyer.</p>   |

## 2. CONTRACT

- 2.1. On Acceptance, the Buyer and the Seller shall have a Contract on the terms and subject to the conditions set out in the General Conditions of Order.
- 2.2. The General Conditions of Order shall apply to all Contracts for the purchase of the Items by the Buyer from the Seller to the exclusion of all other terms and conditions including any terms or conditions which the Seller may purport to apply under any sales offer or similar document or in correspondence.
- 2.3. All representations, statements or warranties made or given by the Seller, its servants and agents (whether orally, in writing or in any of the Seller's brochures, catalogues and advertisements) regarding the quality and fitness for purpose of the Items or any of them shall be deemed to be express conditions of the Contract.
- 2.4. Any variation of the General Conditions of Order (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Buyer.

## 3. PRICE

- 3.1. The Seller warrants that the Price is not greater than the lower of the price stipulated in the Seller's published price list current at the Delivery Date or the price quoted after the date of the Order by the Seller to any other customer of it in respect of items of the same description as the Items and where that quote is in respect of a quantity of such items similar to the Quantity Required under the Order.
- 3.2. In the event that the Seller's published price for the Items is at the Delivery Date less than the Price or if the Seller after the date of the Order provides or agrees to provide items of the same description as the Items in a similar quantity to the Quantity Required under the Order to any other customer for a price lower than the Price, the Price shall be reduced to the price in the published price list or the price offered to the other customer (as applicable).
- 3.3. The Price shall be payable by the Buyer to the Seller within 30 days of the date of the invoice sent to the Buyer in accordance with clause 4.4.7

## 4. DELIVERY

- 4.1. The Delivery Date is of the essence of the Contract.
- 4.2. If the Seller fails to deliver all of the Items in accordance with the Contract on the Delivery Date then without prejudice to the Buyer's rights for the breach of Contract:
  - 4.2.1. The Buyer may terminate the Contract. In this event without prejudice to the Buyer's other remedies the Seller shall promptly collect any of the Items which have been delivered.
  - 4.2.2. Where delivery of a quantity of the Items which correspond to the Contract has been tendered and the Buyer has not exercised its rights of termination under clause 4.2.1 the Buyer may accept the Items which correspond to the Contract and recover for the Seller's breach in respect of the failure to deliver the remainder of the Items.
  - 4.2.3. The Buyer may require the Seller promptly to deliver sufficient Items which correspond to the Contract to comply with the Quantity Required.
  - 4.2.4. The Buyer may exercise the rights in this clause 4.2 by written notice to the Seller.
- 4.3. The Seller upon receiving notice from the Buyer of any loss or damage to the Items in transit shall repair or replace free of charge Items damaged or lost in transit and due delivery of the Items shall not be deemed to have taken place until replacement or repaired Items have been delivered by the Seller to the Buyer. The Buyer reserves the right to hold such damaged Items at the Seller's risk or to return them at the risk and expense of the Seller.
- 4.4. The Seller shall:
  - 4.4.1. deliver the full quantity of Items to the satisfaction of an authorised representative of the Buyer before any payment shall be made by the Buyer to the Seller;
  - 4.4.2. accompany any delivery with a shipping notice or a packing slip giving a description of the contents of the package and include the order number;
  - 4.4.3. pay all delivery charges for the delivery of the Items including the cost of insurance;

- 4.4.4. ensure that the Items are properly packed and secured for delivery to the Buyer in an undamaged condition;
- 4.4.5. deliver the Items to the Delivery address;
- 4.4.6. provide the Buyer with an invoice detailing the VAT payable; and
- 4.4.7. send the Buyer the invoice upon delivery of the Items.

## 5. RISK

- 5.1. The risk in the Items shall not pass to the Buyer until delivery has taken place notwithstanding that property in the Items has already been transferred to the Buyer.

## 6. INSPECTION AND ACCEPTANCE

- 6.1. The Buyer shall not be deemed to have accepted any part of the Items until a reasonable time after the Buyer has (or the Buyer's sub-buyers have) actually inspected the Items and ascertained that they are in accordance with the Contract or after 2 months from the Delivery Date (whichever is the later).
- 6.2. The Buyer may, by notice to the Seller prior to acceptance, reject any Items which are not in accordance with the Contract.
- 6.3. Unless within a reasonable time of receipt of notice of rejection the Seller collects such Items the Buyer may dispose of them as the Buyer shall think fit (provided that if the Buyer sells such Items the Buyer shall account to the Seller for the net proceeds of such sale).

## 7. COMPLIANCE

- 7.1. The Seller shall ensure that all the Items shall be manufactured, stored, tested and packed in accordance with all British Standards applicable to them and with all applicable European Product Safety and Environmental Directives.
- 7.2. The Seller warrants that all the Items are of satisfactory quality and fit for purpose.
- 7.3. The Seller warrants the Items comply with all laws, orders, rules, ordinances, codes and regulations of any governmental body which may be applicable.
- 7.4. If the Seller does not comply with any such law, order, rule, ordinance, code or regulation that results in the Buyer being held liable, the Seller shall pay or reimburse to the Buyer any fines, damages and other costs arising.
- 7.5. The Seller shall indemnify the Buyer against all claims by the customers of the Buyer and their sub-buyers arising out of any breach whatever by the Seller of the Contract.

## 8. CANCELLATION

- 8.1. The Buyer may cancel the Contract at any time before all of the Items are delivered by giving written notice. On giving such written notice:
  - 8.1.1. the Seller shall cease to be bound to deliver and the Buyer shall cease to be bound to receive delivery of any further Items;
  - 8.1.2. the Buyer shall cease to be bound to pay that part of the Price which relates to Items which have not been delivered; and
  - 8.1.3. the Buyer shall not be liable for any loss or damage whatever arising from such cancellation.

## 9. PATENT AND OTHER INFRINGEMENT

- 9.1. The Seller shall indemnify the Buyer against any loss, liability, claim or expense arising from any infringement by the Items of any copyright, trademark, patent, trade secret or other intellectual property right of any third party.

## 10. SET-OFF

- 10.1. The Buyer may set off against any sums due to the Seller whether under the Contract or otherwise any lawful set-off or counterclaim to which the Buyer may at any time be entitled.

## 11. NOTICE

- 11.1. Any notice given under the Contract shall be in writing and shall be sufficiently given if sent in a letter by first class or air mail prepaid post addressed to the Buyer's and the Seller's last known address or place of business and any notice so given shall be deemed unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of business.

## 12. ASSIGNMENT

- 12.1. The Contract is personal to the parties and shall not be assigned (whether in whole or in part) at law or in equity without prior written consent of the other party.

## 13. JURISDICTION

- 13.1. The Contract is subject to the law of England and Wales.
- 13.2. The Buyer and the Seller submit to the non-exclusive jurisdiction of the courts of England and Wales and they irrevocably agree that proceedings issued out of the courts may without prejudice to the rules of service of the courts be served by delivering the proceedings in an envelope addressed to their the last known address or place of business.

## 14. WAIVER

- 14.1. The failure by the Buyer to enforce, at any time or for any period, any one or more of the terms and conditions herein stated shall not be a waiver by the Buyer of the Buyer's right at any time subsequently to enforce all terms and conditions of the Contract.

## 15. SEVERABILITY

- 15.1. If any term or provision of these terms and conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these terms and conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.