

**Date: Date of agreement**

**Seller business name**

**and**

**Buyer business name**

**Agreement for the supply of goods (non-retail)**

**This Agreement** is made on **Date of agreement** between:

- (i) **Seller business name Seller's business type Seller's address lines rule** ('the Seller') and
- (ii) **Buyer business name Buyer's business type Buyer's address lines rule** ('the Buyer').

The Seller has agreed to sell and the Buyer has agreed to buy **Goods** ('the Goods').

## **Terms and conditions**

### **1. DescriptionSale type**

- 1.1. The Seller shall supply the Goods to the Buyer on the terms and subject to the conditions set out in this agreement.

### **2. Price and payment**

- 2.1. The price of the Goods shall be **Price of goods** ('the Price'). **Cost of delivery Registered for VAT**
- 2.2. The Buyer shall pay the Price within **Payment deadline** days of the Seller's invoice (the 'due date'). Time for payment shall be of the essence.
- 2.3. The Buyer may not set off against the Price or any applicable VAT payable amounts due or claimed to be due from the Seller, whether under this agreement or otherwise.
- 2.4. The Seller shall not be bound to deliver the Goods until the Buyer has paid for them in full.
- 2.5. If the Buyer fails to make payment by the due date then without prejudice to any other rights, the Seller may allocate any payment made by the Buyer to such of the Goods, (or goods supplied under any other agreement with the Buyer), as it may think fit.
- 2.6. If any sum payable under this agreement is not paid when due, interest shall be payable and calculated on a daily basis and compounded quarterly from the due date until payment at a rate of **Interest rate** above the base rate of **Bank** in force from time to time and shall accrue at such a rate after as well as before any judgment.

### **3. Cancellation**

- 3.1. At any time up to **Deadline for seller to increase price (days)** days before delivery the Seller may, by written notice to the Buyer, increase the price of the Goods to reflect any increase in the cost to itself provided this is due to factors which (a) are beyond its reasonable control and (b) occur after this agreement. In these circumstances the Buyer shall be entitled to cancel this agreement by notice to the Seller in writing within **Deadline for buyer to cancel (days)** days of any such notice from the Seller but if the Buyer does not do so the increased price, as notified, shall be payable by the Buyer.
- 3.2. The Seller may, by giving written notice, cancel this agreement at any time before the Goods are delivered, provided that the Seller promptly repays any sums, which the Buyer may have paid in respect of the Price or any applicable VAT payable on the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

### **4. Delivery and acceptance**

- 4.1. The Seller shall deliver the Goods to **Goods delivered lines rule** on **Estimated delivery date**.
- 4.2. If the Seller has, in breach of this agreement, failed to deliver the Goods (or any of them) by 30 June 2016 the Buyer may reject the Goods.

### **5. Title and risk**

- 5.1. The Goods shall be at the Buyer's risk from the time of delivery.

- 5.2. Irrespective of whether or not delivery shall have been made, title to and property in the Goods shall not pass to the Buyer until the full Price and VAT has been paid and no other sums whatever (whether in terms of this agreement or otherwise) shall be due from the Buyer to the Seller.
- 5.3. Until the Buyer has acquired title in accordance with the foregoing provision the Buyer shall hold the Goods in a fiduciary capacity and as bailee for the Seller, shall store the Goods, at the Buyer's own expense, separately and apart from all other Goods in the Buyer's possession and so marked as to be clearly and legibly identified as the Seller's property, and shall keep the Goods insured against all risks to the Seller's reasonable satisfaction and shall whenever requested by the Seller produce a copy of the policy of insurance and shall not deposit, assign, charge or pledge by way of security for any indebtedness any of the Goods which are the Seller's property. If the Buyer does not do so, then without prejudice to the Seller's other rights, all sums whatever owed by the Buyer to the Seller, shall immediately become due and payable.
- 5.4. Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.
- 5.5. The Seller shall be entitled to recover the Price and any applicable VAT notwithstanding that property in any of the Goods has not passed from the Seller.
- 5.6. While any of the Goods remain the property of the Seller, the Buyer may sell or use them in the ordinary course of business, provided that such sale or use shall not be a sale or use of the Seller's property on the Buyer's own behalf but for the account of the Seller, and that the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller, shall not be mixed with other money, shall not be paid into an overdrawn bank account and shall be clearly identifiable as the Seller's money.
- 5.7. Until such time as title to and property in the Goods has passed, the Buyer shall upon request deliver to the Seller any Goods within the Buyer's possession or control.
- 5.8. If the Buyer fails to do so, the Seller shall be entitled to enter upon any premises under the Buyer's occupation, ownership or control where the Goods are situated and then and there repossess them.
- 5.9. The Buyer shall promptly deliver the prescribed particulars of this agreement to the Registrar in accordance with the Companies Act 2006.
- 5.10. Whilst the Buyer owes any money to the Seller, the Seller shall have a lien over any property of the Buyer which is in the Seller's possession.

## **6. Warranties**

All terms, conditions, warranties and representations (whether implied or made expressly) whether by the Seller, its servants or agents, or otherwise relating to the quality and/or fitness for purpose of the Goods or any of the Goods are excluded to the fullest extent permitted by law.

## **7. Limitation of liability**

- 7.1. The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
  - 7.1.1. any breach of this agreement;
  - 7.1.2. any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
  - 7.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement
- 7.2. No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its

behalf, prior to the making of the Agreement, where such representations were made or given in relation to:

- 7.2.1. the correspondence of the Goods with any description;
  - 7.2.2. the quality of the Goods; or
  - 7.2.3. the fitness of the Goods for any purpose whatsoever.
- 7.3. No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of the Agreement where such term relates in any way to:
- 7.3.1. the correspondence of the Goods with any description;
  - 7.3.2. the quality of the Goods; or
  - 7.3.3. the fitness of the Goods for any purpose whatsoever.
- 7.4. The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the Price.
- 7.5. In no event shall the Seller be liable to the Buyer for any loss of business, loss of opportunity, loss of profits, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of contract, loss of use, loss or corruption of data or information or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses whatsoever (howsoever caused) which arise out of or in connection with this agreement. This shall apply even where such a loss was reasonably foreseeable or the Seller had been made aware of the possibility of the Buyer incurring such a loss.
- 7.6. Nothing in the Agreement shall exclude or limit the Seller's liability for death or personal injury resulting from the Seller's negligence or that of its employees, agents or sub-contractors.

## **8. Insolvency**

All sums outstanding and/or payable in relation to the Goods shall become payable forthwith if the Buyer fails to make payment for any of the Goods in due compliance with the terms of this agreement or if the Buyer commits any other breach of the terms of this agreement, or if any distress or execution is levied upon any of the Buyer's Goods or other assets, or if the Buyer offers to make any arrangement with its creditors or is unable to pay its debts as they fall due or is the subject of any resolution or petition for winding up on the grounds of insolvency, or if a receiver, administrator, administrative receiver or manager is appointed over part or all of the Buyer's business or assets, or if the Buyer is the subject of foreign proceedings, action or process of law similar in kind to the foregoing. Upon the occurrence of any such event the Seller may also, without prejudice to any other rights which it may have and in its absolute discretion, suspend all future deliveries to the Buyer, or terminate this agreement without liability on its part.

## **9. Force majeure**

The Seller shall not be liable to the Buyer for any failure to perform its obligations hereunder which arises as a result of any strike, industrial action or lock-out, or any act of God, terrorist act, fire, flood, drought, extreme weather conditions, war, armed insurrection, civil disturbance, malicious damage, compliance with any law or governmental order, rule, regulation or direction or other event beyond its reasonable control, but in such event it shall notify the Buyer in writing as soon as is reasonably practicable following becoming aware of any such circumstance and giving details of the said circumstance in the notice.

## **10. Severability and variation**

- 10.1. If any term or provision of this Agreement 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 this Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 10.2. Any variation of the terms of this agreement shall only be binding if recorded in writing and signed for and on behalf of the Buyer and the Seller.

## 11. Notice

Any notice in writing required by these terms to be given to the Seller shall be deemed duly given if sent by recorded delivery or ordinary first class post to **Address for serving notices on seller lines ruleSeller's fax number2**. In the case of notice to the Buyer, which shall be deemed to suffice if given in like manner, the relevant address and facsimile number for service are respectively **Address for serving notices on buyer lines ruleBuyer's fax number2**.

## 12. Proper law

This agreement shall be governed and interpreted in accordance with the law of England and Wales the courts of which shall have exclusive jurisdiction.

**As witness** the hands of the parties on **Date of agreement**.

Signed by **On behalf of the Seller**

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On behalf of the Seller

Signed by **On behalf of the Buyer**

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On behalf of the Buyer