4.6 Any quotations which are given in respect of the supply of Goods and fixing are given subject to clause 5.1 and also subject to the work of the Seller.

4.5 All pallets and returnable containers used for the purpose of delivery of the Buyer's order must be returned in an undamaged condition to the Seller.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price of Goods to reflect any increase in costs since the date of the quotation.

3.7 No addition or variation to any contract may be made by the Buyer. Any purported addition or Variation shall be treated as a separate and independent contract.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on payment of a penalty equal to the excess (if any) of the cost to the Buyer (in the cheapest available market) of selling the Goods at the place and time of the failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any loss of profit incurred, as a result of the cancellation.

3.5 The Buyer shall not, without the written agreement of the Seller to be entitled to deduct or set off from any payment due under the Contract any claim for loss or expense alleged to have been incurred by the Buyer by reason of any breach or failure to observe the provisions of this or any other contract by the Seller and the Buyer expressly waives any common law right of set off to which it may be entitled.

3.4 Notwithstanding the foregoing the Seller reserves the right to require payment of the Price together with VAT and any charge in respect of packaging and carriage before delivery of any Goods or at any time thereafter.

6. DELIVERY

6.1.2 by the Buyer collecting the Goods at the Seller's premises and for the purpose of this clause 6.1.2 collection shall be deemed to take place at the moment when the Buyer or its agent is in possession of the Goods.

6.1.1 by the Seller delivering the Goods to such place as is agreed with the Buyer and the purpose of this clause 6.1.1 delivery shall be deemed to take place at the moment when the Buyer or its agent is in possession of the Goods.

6.1 The Seller shall deliver the Goods to the Buyer subject to clause 4.2.

5.3.3 to recover the Goods as provided for in clause 8.

5.3.1 to cancel the Contract and/or suspend any further deliveries to the Buyer;

5.3.2 to recover the Goods as provided for in clause 8.4 Without prejudice to the foregoing clauses the Buyer shall be at liberty to sell the Goods as the Seller's Agent by way of bona fide sale in any market or at such price as the Buyer may think fit;

5.3.4 to claim the goods at the cost of storage at such place as the Seller may designate (including any insurance and on payment of all expenses reasonably incurred in connection therewith) and to sell or otherwise dispose of such Goods as the Seller may direct.

5.3 To recover all sums payable by the Buyer to the Seller under the Contract and incurred by the Seller in connection therewith.

5.2 The Buyer shall pay the Price of the Goods (less any discount the Buyer is entitled to pursuant to clause 4.7 but without any other deduction) by the 25th day of the month following the month during which the Price of the Goods is issued by the Seller (or if not a working day, the next preceding working day) notwithstanding that delivery (as defined in clause 6) may not have actually taken place.

5.1 The Seller shall be entitled to invoice the Buyer for the Price together with VAT and any carriarge charge (as set out in clause 4.4) or on any other date at which the Goods are deemed to be delivered in accordance with clause 6.1.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price of Goods to reflect any increase in costs since the date of the quotation.

4.1 The Price of the Goods shall be the price stated in the Seller’s quotation or, where no Price has been quoted (or a quoted price is no longer valid), the price quoted in the published price list current at the date of acceptance of an order from the Buyer or of a quotation by the Seller (as appropriate) (“Relevant Price List”). Where the Goods are supplied to the Buyer specifically for export from the United Kingdom, the Seller may, in its absolute discretion, submit a quotation in Writing excluding all costs and expenses, or by exclusion of all packaging and carriage before delivery of any Goods or at any time thereafter.

4.3 The Price is exclusive of any applicable value added tax (“VAT”) payable on the Goods which the Buyer shall be additionally liable to pay to the Seller.

4.4 In addition to the Price and VAT the Buyer shall be obliged to pay a carriage charge in respect of certain items and quantities as detailed on the Relevant Price List.

4.5 All pallets and returnable containers used for the purpose of delivery of the Buyer’s order must be returned in an undamaged condition to the Seller before the due payment date.

4.6 Any quotations which are given in respect of the supply of Goods and fixing are given subject to clause 5.1 and also subject to the work of the Seller.

3.7 No addition or variation to any contract may be made by the Buyer. Any purported addition or Variation shall be treated as a separate and independent contract.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on payment of a penalty equal to the excess (if any) of the cost to the Buyer (in the cheapest available market) of selling the Goods at the place and time of the failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any loss of profit incurred, as a result of the cancellation.

3.5 The Buyer shall not, without the written agreement of the Seller to be entitled to deduct or set off from any payment due under the Contract any claim for loss or expense alleged to have been incurred by the Buyer by reason of any breach or failure to observe the provisions of this or any other contract by the Seller and the Buyer expressly waives any common law right of set off to which it may be entitled.

3.4 Notwithstanding the foregoing the Seller reserves the right to require payment of the Price together with VAT and any charge in respect of packaging and carriage before delivery of any Goods or at any time thereafter.

6. DELIVERY

6.1.2 by the Buyer collecting the Goods at the Seller's premises and for the purpose of this clause 6.1.2 collection shall be deemed to take place at the moment when the Buyer or its agent is in possession of the Goods.

6.1.1 by the Seller delivering the Goods to such place as is agreed with the Buyer and the purpose of this clause 6.1.1 delivery shall be deemed to take place at the moment when the Buyer or its agent is in possession of the Goods.

6.1 The Seller shall deliver the Goods to the Buyer subject to clause 4.2.

6.2 Any dates quoted for delivery of the Goods by the Seller are approximate only.

6.2.1 by the Buyer delivering the Goods to the Seller's premises and for the purpose of this clause 6.2.1 delivery shall be deemed to take place at the moment when the Buyer or its agent is in possession of the Goods

6.3 Where the Goods are to be delivered in instalments, each delivery shall for the purposes of clause 5 constitute a separate Contract, but failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any loss of profit incurred, as a result of the cancellation.

6.2 The Seller shall not be liable for any delay or failure to deliver the Goods save in the event that the Seller is liable to the Buyer on account of the Seller's own default, and in any event the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of goods of similar quality to those which are the subject of any claim made by the Buyer.

6.4 The Seller shall not be liable for any delay or failure to deliver the Goods save in the event of wilful default. In the event that the Seller is liable to the Buyer on account of the Seller's own default, and in any event the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of goods of similar quality to those which are the subject of any claim made by the Buyer.

6.5 The Seller shall not be liable for any delay or failure to deliver the Goods save in the event that the Seller is liable to the Buyer on account of the Seller's own default, and in any event the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of goods of similar quality to those which are the subject of any claim made by the Buyer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall for the purposes of clause 5 constitute a separate Contract, but failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any loss of profit incurred, as a result of the cancellation.

6.2 The Seller shall not be liable for any delay or failure to deliver the Goods save in the event that the Seller is liable to the Buyer on account of the Seller's own default, and in any event the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of goods of similar quality to those which are the subject of any claim made by the Buyer.

6.4 The Seller shall not be liable for any delay or failure to deliver the Goods save in the event of wilful default. In the event that the Seller is liable to the Buyer on account of the Seller's own default, and in any event the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of goods of similar quality to those which are the subject of any claim made by the Buyer.

6.5 The Seller shall not be liable for any delay or failure to deliver the Goods save in the event that the Seller is liable to the Buyer on account of the Seller's own default, and in any event the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of goods of similar quality to those which are the subject of any claim made by the Buyer.

6.6 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (or any additional instructions to which the Seller may reasonably be entitled) the Seller may store the Goods until actual delivery and charge the Buyer for the costs (including insurance) of storage; or

6.5.2 sell the Goods at the best price readily obtainable and (after deducting all storage and selling expenses) account to the Buyer for the cost to the Buyer (in the cheapest available market) of goods of similar quality to those which are the subject of any claim made by the Buyer.

6.5.1 store the Goods until actual delivery and charge the Buyer for the costs (including insurance) of storage; or
9. WARRANTIES AND LIABILITY

The Contract shall not constitute a sale or supply by description or sample. Except where the Goods are sold to a person dealing as a Consumer (within the meaning of The Consumer Rights Act 2015), any conditions or warranties (whether express or implied by statute or common law or arising from conduct or previous course of dealing or trade custom or usage) as to the quality of the Goods and/or the services with any description or sample are hereby excluded to the full extent permitted by law.

In addition to clause 9.2 the attention of the Buyer is specifically drawn to the following exclusions:

9.3.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing design or specification supplied by the Buyer;

9.3.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, fault, damage, negligence, abnormal working conditions or failure to follow the Seller's instructions (whether oral or in Writing), or technical manual, misuse or alteration or repair of the Goods without the Seller's approval;

9.3.3 the Seller shall be under no liability in respect of any part of the Goods or material used in the preparation of the Goods not manufactured by the Seller, and the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller;

9.3.4 the Seller shall be under no liability in respect of any defect in the Goods due to or arising out of the acts, omissions, negligence or default of the Buyer or the Buyer's employees, consultants, suppliers or agents including in particular (but without limitation) any failure by the Buyer to comply with any recommendations of the Seller as to the storage and handling of the Goods.

9.4 Where the Goods are sold by the Seller by way of a consumer transaction (as defined by the Consumer Rights Act 2015) the statutory rights of the Buyer are not affected by these Conditions.

9.5 Any claim by the Buyer which is based on any defect in the quality, quantity or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer and whether or not the defect or failure was apparent on reasonable inspection) be notified to the Seller within 3 days from date of actual delivery to or collection by or on behalf of the Buyer. If 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 whatsoever for such defect or failure and the Buyer shall be bound to pay the Price together with VAT and any carriage and packaging charges as if the Goods had been delivered in accordance with the Contract.

9.6 Where any valid claim in respect of lack of any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled at its discretion to replace the Goods (or the part in question) 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), but the Seller shall not be under any liability whatsoever to the Buyer in respect of any such defect if the Buyer has proceeded to lay the Goods.

10. FORCE MAJEURE

Where any valid claim in respect of short delivery, is notified to the Seller and the carier in accordance with these Conditions, the Seller shall be entitled at its discretion to make good the deficiency or to refund to the Buyer the proportion of the relevant invoice amount, but the Seller shall have no further liability to the Buyer and the Seller shall not be entitled to reject the Goods or any part thereof by reason of any such short delivery.

For the avoidance of doubt, in relation to this clause the Buyer shall not be entitled to reject the Goods if the Seller delivers up to and including a margin of 5% more or less than the quantity of Goods ordered.

10.8 severe weather conditions.

11. HEALTH AND SAFETY

It shall be the responsibility of the Buyer to take all necessary precautions for the health and safety of all persons handling or using the Goods. The Seller shall be under no obligation or liability whatsoever in this regard, and the Buyer shall keep the Seller indemnified against any claims, liabilities, damages and costs and expenses arising in respect of a failure on the part of the Buyer to take such precautions.

12. INDEMNITY

The Buyer will indemnify and keep indemnified the Seller against all or any claims, actions, proceedings, and demands together with all costs, interest and all other expenses (including fines, penalties, legal and other professional fees) incurred directly or indirectly in connection therewith in respect of-

12.1 all or any infringements or alleged infringements of any intellectual property rights or other like claim whether in respect of a registration under these Conditions or by reason of a claim arising out of the Seller's compliance with the Buyer's express or implied instructions;

12.2 the Buyer by observing the Seller's instructions (whether oral or in Writing) relating in any way whatsoever to the Goods.

13. INSOLVENCY OR DEFAULT OF BUYER

13.1 Without limiting the other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:

13.1.1 the Buyer (being a body corporate) is declared or becomes insolvent, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things or takes or suffers any similar action in any jurisdiction or any step is taken (including the making of an application) for the making of an order or entering into of a board resolution or the giving of any notice by it or by any other person in respect of any of these circumstances (also an “Insolvency Event”)); or, the Buyer being a partnership, has a partner to whom any Insolvency Event applies;

13.1.2 the Buyer (being an individual) is declared bankrupt, enters into any composition or arrangement with his creditors, has a receiver appointed or, ceases to carry on business or takes or suffers any similar action in any jurisdiction or any step is taken (including the making of an application or the giving of any notice) by him or by any other person in respect of any of these circumstances (also an “Insolvency Event”)); or, the Buyer being a partnership, has a partner to whom any Insolvency Event applies;

13.1.3 the Buyer suspends, or threatens to suspend, or suspends, or ceases to carry on or in any substantial part of his business;

13.1.4 this clause 13 applies then, without prejudice to or any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14. CONSEQUENTIAL LOSS

Nothing in these Conditions shall exclude either party's liability for death or personal injury arising from its negligence or for fraud.

14.1 Subject to clause 14.1, the Seller shall under no circumstances be liable to the Buyer, whether in contract, tort (including negligence), misrepresentation, misdeed, breach of statutory duty, or otherwise, for any indirect or consequential loss or damage, any loss of profits, anticipated profits, revenue or business opportunities; or damage to goodwill (in each case arising as a direct or indirect result of the relevant claim).

14.3 Subject to clause 14.1, the Seller’s total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price.

15. EXPORT TERMS

“Incoterms” means the International Rules for the interpretation of transport terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the Contract otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

15.1 In these Conditions “Incoterms” means the International Rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the Contract otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

15.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 15 shall subject to any special terms agreed in writing between the Buyer and the Seller apply notwithstanding that the Contract does not provide for exportation of the Goods.

15.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importations of Goods into the country of destination and for the payment of any duties thereon.

15.4 If the Buyer does so, and the Seller shall accept no liability in the event that the Goods do not conform with the laws and regulations of the country to which the Goods are being exported.

15.5 Unless otherwise agreed in Writing between the Buyer and the Seller the Goods shall be delivered F.C.A. the Air or Sea Port of Shipment and the risk of the Goods shall pass to the Buyer on delivery or, if the Seller has notified the Buyer that it is unable to deliver the Goods, upon payment to the Seller of such amounts as may be necessary to indemnify the Seller against all claims, liability, damages, costs and expenses arising in respect of a failure on the part of the Seller to take such precautions.

15.6 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller’s premises before shipment. The Seller shall be entitled at its absolute discretion to deliver a replacement consignment of Goods or issue the Buyer with a credit note in respect of the invoice. Where a valid claim in respect of non-delivery is notified in accordance with the provisions of this clause the Seller may at its absolute discretion deliver a replacement consignment of Goods or issue the Buyer with a credit note in respect of the invoice.

16. REPRESENTATIONS

16.1 No date, description, information, warranty condition or recommendation contained in any catalogue, price list, advertisement, or other written communications “Incoterms” means the International Rules for the interpretation of transport terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the Contract otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

16.2 save for a “subsidiary” or “holding company” of the Seller, no one other than a party to the Contract shall have any right to enforce any of its terms.

16.3 no claim of the Buyer which is contrary to these Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.4 the Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions.

16.5 The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights or obligations under these Conditions without the prior written consent of the Seller.

16.6 the Seller may, in the Event of a transfer of title to the Goods by reason of the recording of a security interest or lien in respect of the Goods, be deemed to be an assignee of all the Buyer’s rights and obligations under the等多个条目的内容。