Liability to the Seller.

Seller does not take such steps within 5 Working Days of such notification the Buyer is entitled and required to inspect and test the Goods during manufacture, processing or delivery of the Goods. The Buyer may notify the Seller of delivery of the Goods and/or Services as a consequence of a direct or indirect breach of contract which it otherwise might have to rely on such terms and conditions.

3.4 At any time prior to delivery of the Goods the Buyer shall be entitled and shall be entitled to inspect the Goods and/or perform the Services on the due date.

3.3.1 be the exclusive property of the Buyer;

any specification, moulds, materials, dies and/or equipment together with the copyright, design rights and/or any other intellectual property rights in all specifications, data and materials whether supplied by the Buyer to the Seller or specifically produced and/or used by the Seller for the Buyer in connection with the Contract shall:

3.3 Any specification, moulds, materials, dies and/or equipment together with the copyright, design rights and/or any other intellectual property rights in all specifications, data and materials whether supplied by the Buyer to the Seller or specifically produced and/or used by the Seller for the Buyer in connection with the Contract shall:

3.1 The Goods shall be delivered, carriage paid, to the Buyer's place of business or to such other place of delivery as is agreed by the Buyer in writing.

3.08 am to 1.00 pm Fridays being a Working Day.

shall take place within 28 days of the Order.

shall take place between the hours of 8.30 am and 5.00 pm Monday to Thursday and 8.30 am to 1.00 pm Fridays being a Working Day.

4.3 Unless otherwise agreed in writing by the Buyer in advance of delivery and/or performance taking place, delivery and/or performance shall take place on the due date then, without prejudice to any other rights which it may have, the Buyer reserves the right to:

4.10.2 refuse to accept any subsequent delivery of the Goods and/or Services if the Seller delivers such Goods and/or Services on a date other than that specified in the Order, or if no such date is specified then delivery and/or performance shall take place on the due date within 28 days of the Order.

4.10.1 cancel the Contract in whole or in part;

4.10.3 recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining the Goods and/or Services in substitution from another supplier;

4.10.4 claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller’s failure to deliver the Goods and/or perform the Services on the due date.

4.1 The Goods shall be delivered, carriage paid, to the Buyer’s place of business or to such other place of delivery as is agreed by the Buyer in writing.

4.2 If the Seller agrees in writing in advance of delivery and/or performance that Goods may be delivered and/or the Services may be performed in instalments the Contract will be treated as a single contract and not severable. The Buyer shall be entitled to receive all Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or if later within a reasonable time after any latent defect in the Goods has become apparent.

4.8 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and/or performance of the Services.

4.9 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods whether or not any Goods are accepted by the Buyer.

4.10 If the Goods are not delivered and/or the Services are not performed on the due date then, without prejudice to any other rights which it may have, the Buyer reserves the right to:

5.1.2 an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods; and

5.1.3 any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer’s employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Seller.

5.1.1 defective workmanship, quality or materials;

5.1. The Seller shall indemnify and keep the Buyer indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and/or reputation, loss of business or profits, loss of anticipated savings or other losses or liabilities;

5.2 Unless otherwise agreed in writing by the Buyer all prices of the Goods and/or Services shall be:

6.1. The price of the Goods and/or Services shall be as stated in the Order.

6.2.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and

6.2.2 inclusive of all other charges in connection with the Goods and/or Services.

6.3. No increase in the price may be made without the prior consent of the Buyer in writing.

6.4 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller whether or not notified to the Buyer.

A LARGE PRINT VERSION OF THESE TERMS AND CONDITIONS OF PURCHASE IS AVAILABLE UPON REQUEST
7. **Payment**

7.1 The Buyer will pay for the Goods and/or Services no later than the last Working Day of the month following the month in which the Goods and/or Services are supplied. Failure to pay in full and after judgment on the amount unpaid at whichever is the greater rate of 4% over the base rate of Lloyds TSB bank from time to time, compounded with monthly rests, or the amount prescribed by law.

7.2 The Seller shall be entitled to set off any amount owing to the Seller by the Buyer against any amount payable by the Buyer to the Seller.

7.3 If any sum under this Contract is not paid by the due date the party owed such sum may, without prejudice to any other rights or remedies it may have, change interest from the due date until payment in full is made (both before and after judgment) on the amount unpaid at whichever is the greater rate of 4% over the base rate of Lloyds TSB bank from time to time, compounded with monthly rests, or the amount prescribed by law.

8. **Risk**

8.1 Risk in the Goods and of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Order.

9. **Title**

9.1 Title in the Goods shall pass to the Buyer upon delivery unless payment for the Goods is made before delivery when it shall pass to the Buyer once payment for those Goods has been made in full and cleared funds.

10. **Confidentiality and Intellectual Property Rights**

10.1 Neither party shall use and/or disclose any confidential information which is acquired by it about the other party's business and/or given by one party to the other party and/or generated by one party using the other party's confidential information except in the proper performance of this Contract.

10.2 The Seller assigns to the Buyer, with full title guarantee and free from all intellectual property rights and all other rights in the products of the Services.

10.3 The Seller shall, promptly at the Buyer's request, do or procure to be done all such further acts and things and the execution of all such other documents as the Buyer may from time to time require for the purpose of securing for the Buyer the full benefit of this agreement, including all right, title and interest in and to any and all intellectual property rights and all other rights assigned to the Buyer in accordance with Clause 10.2.

11. **Warranties and Liability**

11.1 Subject to Clause 11.3 below, the Seller warrants to the Buyer that, upon delivery and for a period of 12 months from the date of delivery of the Goods, the Goods will:

11.1.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and fit for any purposes held out by the Seller or made known to the Buyer in writing at the time the Buyer placed the Order; and

11.1.2 be free from defects in design, materials and/or workmanship; and

11.1.3 conform with the Order and/or any specification provided to the Seller by the Buyer or produced for the Buyer by the Seller and/or as otherwise agreed in writing between the parties conform with all descriptions and specifications provided to the Buyer by the Seller; and

11.1.4 comply with all statutory requirements and regulations relating to the sale of the Goods.

11.2 Subject to Clause 11.3 below, the Seller warrants to the Buyer that, upon delivery and for a period of 12 months from the date of completion of the performance of the Services, the Services will:

11.2.1 be performed by appropriately qualified personnel with due care and diligence and to such high standard as it is reasonable for the Buyer to expect in all the circumstances; and

11.2.2 be free from defects in design, materials and/or workmanship; and

11.2.3 conform with the Order and/or any specification provided to the Seller by the Buyer or produced for the Buyer by the Seller and/or as otherwise agreed in writing between the parties conform with all descriptions and specifications provided to the Buyer by the Seller; and

11.2.4 comply with all statutory requirements and regulations relating to the provision of the Services.

11.3 The Seller shall have no Liability under the warranties in Clauses 11.1 and 11.2 above in respect of:

11.3.1 any defect in the Goods and/or Services arising from the Seller's compliance with any instructions and/or specification supplied and/or approved by the Buyer;

11.3.2 any faults and/or defects caused by wilful damage, abnormal working conditions and/or failure to follow the Seller's instructions, misuse, alteration and/or repair of the Goods and/or Services without the Seller's prior written approval and/or improper maintenance or negligence on the part of the Buyer or a third party;

11.4 Without prejudice to any other remedy the Buyer may have, if any of the Goods and/or Services are defective and are covered by the warranties in Clauses 11.1 and/or 11.2 above in respect of:

11.4.1 the Seller shall at the Buyer's sole option either repair the Goods or supply replacement Goods and/or Services or refund the price which has been paid by the Buyer for the defective Goods and/or Services.

11.5 Such repair, replacement or refund shall be provided by the Seller within 30 Working Days of the Seller being notified of the defect provided it is notified within 30 Working Days of the defect becoming apparent or when it should reasonably have become apparent to the Buyer.

11.6 The Seller shall indemnify and keep indemnified the Buyer in full against any and all Liability (including legal costs on a full indemnity basis) arising against, incurred and/or suffered by the Buyer as a result of or in connection with:

11.6.1 breach of any warranty given by the Seller in relation to the Goods and/or Services;

11.6.2 any claim that the Goods infringe or their importation, use or resale infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person except to the extent that the claim arises from compliance with any specification supplied and/or approved by the Buyer;

11.6.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;

11.6.4 any act or omission of the Seller or its employees, agents or permitted sub-contractors in supplying, delivering and/or installing the Goods; and/or

11.6.5 any act or omission of any of the Seller's personnel in connection with the performance of the Services.

12. **Termination**

12.1 The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or Services by giving notice to the Seller at any time prior to delivery or performance in which event the Buyer's sole Liability shall be to pay to the Seller the price for the Goods and/or Services in respect of which the Buyer has exercised its right of cancellation less the Seller's net saving of cost arising from cancellation.

12.2 The Buyer shall be entitled to immediately terminate this Contract by written notice without Liability to the Seller at any time if the Seller:

12.2.1 breaches the terms of this Contract (and if remediable the breach has not been remedied within 10 Working Days of receiving notice requiring it to be remedied); and

12.2.2 persistently breaches any one or more terms of this Contract;

12.2.3 is declared or becomes insolvent or bankrupt, 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, take or suffer any similar action in any jurisdiction or any step is taken (including without limitation the making of an application on the giving of any notice) by it or by any other person in respect of any of these circumstances;

12.2.4 ceases or threatens to cease to carry on business; and/or

12.2.5 appears reasonably to the Buyer to be about to suffer any of the above events.

13. **General**

13.1 Neither party shall be liable for any delay or failure to perform its obligations under this Contract as a result of reasons beyond its reasonable control including but not limited to acts of God, war, explosion, flood, fire, governmental actions and any other similar events. If the event causing the delay or failure continues in excess of 1 month this Contract may be terminated at the option of the party not affected by the event.

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

13.3 Any invalidity, illegality or unenforceability of any or any part of a provision of this Contract shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

13.4 The Seller shall not assign, transfer, dispose of or sub-contract (or purport to do any of the above in respect of) any of its rights or obligations under the Contract.

13.5 Any notice required or permitted to be given by either party to the other under this Contract 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 notice.

13.6 None of the terms and conditions of this Contract shall be enforceable by any person who is not a party to it.

13.7 This Contract shall be governed by the laws of England and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.