

Innotec Standard Terms and Conditions of Sale

1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller;
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.3 'Delivery Date' means the date specified by the Seller when the goods are to be delivered;
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller;
- 1.5 'Price' means the price for the Goods excluding carriage, packing, insurance and VAT; and
- 1.6 'Seller' means the person whose name and address appears in the box marked 'Seller' overleaf.

2 Conditions applicable

- 1.7 These 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 including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 1.8 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 1.9 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 1.10 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 Price and payment

- 1.11 The Price shall be the price set out overleaf. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 1.12 Payment of the Price and VAT shall be due within 14 days of the date of the invoice. Time for payment shall be of the essence.
- 1.13 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Barclays Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.

4 The Goods

The quantity and description of the Goods shall be as set out in the Seller's quotation set out overleaf.

5 Warranties and liability

The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law. The Buyer warrants that it will use the goods only in accordance with the manufacturers instructions on the product packaging and for the purposes that the manufacturer states the products can be used for and will indemnify the Seller for any losses of or claims of the Seller if the Buyer uses the goods other than in accordance with the manufacturer's instructions or other than for the purposes for which the goods are stated by the manufacturer to be used for.

6 Delivery of the Goods

Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.

7 Acceptance of the Goods

- 1.14 The Buyer shall be deemed to have accepted the Goods after delivery to the Buyer.
- 1.15 The Buyer must notify the Seller by telephone or email on the day of delivery and no later than three days after delivery of any damage to the goods, shortages or goods not supplied in accordance with the contract.
- 1.16 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract other than in accordance with 7.2 above.

8 Title and risk

- 1.17 Title shall pass on payment of the invoice referred to in 3.2 or delivery of the Goods whichever date comes later.
- 1.18 Risk shall pass on delivery of the Goods.

9 Remedies of Buyer

- 1.19 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.
- 1.20 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
- 1.21 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

10 Retention of Title

The Seller has the right to recover any goods delivered and not paid for in breach of this agreement from any premises of the Buyer or wherever such goods are held or stored.

11 Proper law of contract

This contract is subject to the law of England and Wales.

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