broxap limited - terms and conditions of sale

terms and conditions of sale

broxap®

1. GENERAL

1.1 In these Conditions:

1.1.1 the following expressions shall have the following meanings:

"Buyer"
the individual firm company or other party from whom an Order to Supply Goods and/or provide Services is received by the Seller.

"Conditions"
the standard terms and conditions of sale of the Seller as set out in these terms and includes any additional terms and conditions of sale agreed in Writing by the Seller.

"Contract"
a contract for the Supply of Goods and/or provision of Services by the Seller to the Buyer whether made verbally or in Writing.

"Date of Delivery"
the date on which delivery of the Goods or Services takes place pursuant to Condition 6.

"Goods"
the goods, articles or items which the Seller is to supply under the Contract.

"Hazards"
any underground services, hazards and impediments to reasonable digging conditions

"Order"
an order placed by the Buyer for the Supply of Goods and/or provision of Services whether verbally or in Writing.

"Seller"
Broxap Limited or the trading division, subsidiary or holding company or associate of the company as notified to the Buyer in Writing.

"Services"
the work, installation, maintenance, services or any of them to be provided and where necessary delivered by the Seller pursuant to the Contract.

"Site"
the premises or location nominated by the Buyer where Goods are to be delivered or Services provided by the Seller.

"Writing"
includes facsimile transmission, electronic mail and other comparable means of communication.

2. ORDERS, ACKNOWLEDGMENTS, CONDITIONS AND VARIATIONS

2.1 Notwithstanding that the Seller may have given a detailed quotation or estimate either verbally or in Writing no Order shall be binding on the Seller unless and until it has been acknowledged in Writing by the Seller.

2.2 These Conditions are incorporated in the Contract and contain the entire obligations between the Seller and the Buyer. In the case of any inconsistency between any letter or quotation incorporating or referring to these Conditions and any Order, letter or form of contract sent by the Buyer to the Seller, whatever may be their respective dates, the provisions of these Conditions shall prevail.

2.3 These Conditions apply to all the Seller's sales and any variation to these Conditions and any representations about the Goods and the Services shall have no effect unless expressly agreed in Writing by the Seller.

3. DESCRIPTION

3.1 The description of the Goods and/or Services shall be set out in the Seller's quotation.

3.2 Any figures, statements, descriptions, illustrations, photographs, drawings, weights or any other matters contained in the Seller's catalogues, pamphlets, price lists, advertising literature or samples provided to and inspected by the Buyer are not guaranteed to be accurate and are intended merely to represent a general picture and/or quality of the Seller's products and services and shall not form part of the Contract nor be regarded as a warranty or representation relating to the Goods, or a sale by sample.

3.3 If the Buyer wishes to order Goods in accordance with a particular grade or specification this should be stated in the Buyer's Order and any accompanying drawings, but in any event the Seller reserves the right at any time without notice to the Buyer to change or modify the particulars of any specifications, description, design, drawing, illustration and/or particulars of any goods or materials used in their manufacture and to supply the Goods as so modified or substitute similar goods of equivalent type.

3.4 The Seller and its servants and agents give no representations as to the condition of the Goods, their fitness for purpose or the measurements or specifications of any Goods unless it is confirmed in Writing by the Seller.

4. DESIGNS, BUYER'S PROPERTY AND INTELLECTUAL PROPERTY

4.1 No right of ownership or interest in the Seller's patents, registered designs, trade marks, copyrights or any other intellectual property owned by the Seller shall pass in any way to the Buyer in relation to the Goods or Services provided under these Conditions. The Seller gives no warranties or representations in relation to the Seller's patents, registered designs, trade marks, copyrights or any other intellectual property and, in particular, does not warrant or represent that any registered patents, registered designs, trade marks, copyrights or any other intellectual property are valid or will remain registered.

4.2 Where Goods are made or supplied to the Buyer's own specification, pattern or design or where standard goods of the Seller are altered in accordance with the Buyer's instructions the Buyer warrants and undertakes full responsibility not only for the suitability and fitness of the specification, pattern or design but also that such specification, pattern or design does not infringe any patent, trade mark, registered design, copyright or any other proprietary right of any third party and the Buyer shall indemnify and keep the Seller indemnified in full against any loss, damage or expense whatsoever (including costs) which the Seller may incur in or arising from the performance of the Contract by reason of any infringement of any such patent, trade mark, registered design, copyright or any other proprietary right and the Buyer acknowledges that the Seller shall be under no liability of any description to the Buyer if the Goods prove to be unsuitable for whatever reason for application or use.

4.3 To the extent that the Seller has agreed in Writing to make patterns especially for the Buyer the same shall become the property of the Buyer when paid in full. Any replacements, alterations or repairs to any Buyer's patterns or equipment shall be paid for by the Buyer.

4.4 The Seller shall have no responsibility for any loss of or damage to any patterns, equipment or other items of the Buyer's property whilst on the Seller's premises arising from inadequate storage or any unauthorised, injurious act or default by any employee of the Seller or otherwise and the Buyer must arrange its own insurance at all times for such equipment.

4.5 The Seller shall have a general lien on all the Buyer's property in the Seller's possession for all sums due at any time from the Buyer and shall be entitled to retain possession of, use, sell or dispose of such property as agent for and at the expense of the Buyer and apply the proceeds in and towards the payment of such sums on 28 days notice in Writing to the Buyer. On accounting to the Buyer for any balance remaining after payment of any sums due to the Seller and the costs of sale or disposal, the Seller shall be discharged of any liability whatsoever in respect of the Buyer's property.

5. QUOTATIONS AND PRICE

5.1 The Seller's quotations shall be valid for 30 working days from the date of quotation and are provisional in so far as they are subject to alteration by reference to any changes in the price of raw materials, any item to be acquired by the Seller from a third party, rates of wages, other costs of production, the conditions of the Site for the provision of the Services and any other circumstances beyond the Seller's control taking place between the date of the quotation and the Buyer's placing of an Order in respect thereof. For the avoidance of any doubt, prices are subject to correction in the event of errors or omissions.

5.2 The Seller shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract in the event of any variation in the cost to the Seller of supplying the same or any part thereof caused by:

5.2.1 any increase in the cost of materials or services required by the Seller for the completion of the Contract; or

5.2.2 any increase in wages or production and manufacturing costs, taxes, duties and other overheads; or

5.2.3 any other reason whatsoever beyond the control of the Seller including (but without prejudice to the generality of the foregoing) fluctuations in exchange rates between monetary currencies the action of any government or any other authority or any labour problems.

5.3 The Seller shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract in the event that the Seller becomes aware of facts or circumstances which give rise to the need for the Seller to supply additional Goods and/or Services which shall be dealt with in accordance with Condition 12.

5.4 Unless otherwise stated, the price set out in the Seller's quotation shall be exclusive of any value added tax, insurance, packaging, cost of carriage to the contracted place of delivery, cost of off-loading and installation of the Goods (which for the avoidance of doubt shall be at the Buyer's sole risk and expense) and any additional charges incurred by the Seller including but not being limited to congestion charges, parking charges, local authority licences and charges for skip and plant hire.

5.5 Samples submitted to the Buyer will be payable by the Buyer unless returned to the Seller, carriage paid, within 1 month from the date of despatch. In instances where the Seller is working from a new pattern, an altered pattern, or a pattern fresh to the Seller's foundry, the Seller may submit sample castings for approval by the Buyer before manufacturing the majority of the Order which will only be commenced on receipt of such approval in Writing.

5.6 The Seller's quotation assumes reasonable digging conditions for the installation of the Goods and the provision of the Services and assumes that there are no Hazards in the area to be excavated. The Seller reserves the right to carry out a Site survey at the expense of Buyer upon the Buyer placing an Order and if the survey shows any Hazards the Seller shall advise the Buyer in writing of the nature of these and notify the Buyer of any additional charge payable to the Seller by the Buyer. The Seller's judgment of any Hazards is only a guide and the Buyer remains liable for the repair and/or movement of the Hazards.

5.7 The Buyer may request that the Seller carry out additional work to rectify any Hazards . The Seller is entitled to refuse such additional work. If the Seller accepts such additional work the Seller shall provide the Buyer with an estimate which the Buyer acknowledges may alter once the Seller provides it with a revised quotation. If the Buyer is unable to meet any additional cost quoted by the Seller, the Seller reserves the right to withdraw from the Site and to enforce payment for completion of the Services.

5.8 The Seller's quotation assumes normal working hours of 8.00am to 6.00pm (excluding weekends) and the Seller reserves the right to increase the Contract price in the event that work outside of these hours is required.

5.9 The Buyer warrants that all information applied to Seller is complete and accurate and the Seller reserves the right to amend the quotation and/or the Contract price or terminate the Contract in the event of any breach of this warranty.

6. DELIVERY

6.1 Delivery of Goods shall be deemed to be effected by the Seller, where Goods are delivered by the Seller, when the same arrive prior to unloading at the Site or at the nearest accessible road point to such Site, where Goods are delivered by an independent carrier, at the time of loading onto the carrier's vehicle, where Goods are collected by or on behalf of the Buyer by its servants or agents, when the same are collected or in the case of Services shall be deemed to be delivered at the time of completion by the Seller of the Services.

6.2 Whilst the Seller will make every reasonable effort to complete the Contract by the Date of Delivery such date or dates shall only constitute the times by which the Seller expects to effect such delivery and if no time is agreed delivery and/or provision will be within a reasonable time but the time for performance of the Contract by the Seller shall not be of the essence of the Contract, the Seller's failure to so deliver and/or provide by the due date or dates shall not constitute a breach of Contract and the Seller shall not in any circumstances be responsible for any direct or consequential loss or damage of any kind whatsoever.

6.3 The Buyer shall ensure that, where Goods and/or Services are to be delivered by the Seller and/or its servants or agents, full and adequate access to the place of delivery and sufficient unloading facilities are provided so that the Seller and/or its servants or agents may complete the delivery and perform the Services.

6.4 Neither of the parties shall be responsible to the other for any delay in performance or non-performance due to any causes beyond the reasonable control of the parties, but the affected party shall promptly upon the occurrence of any such cause so inform the other party in Writing, stating that such cause has delayed or prevented its performance under the Contract and thereafter such party shall take all action within its power to comply with the terms of the Contract as fully and promptly as possible.

6.5 If the Buyer fails to take delivery of the Goods for any reason on the Date of Delivery, the Buyer shall pay the Seller for any re-delivery required by the Buyer.

6.6 The Supplier reserves the right to refuse to deliver the Goods outside the UK. Where the Goods are to be transported via sea transit the Seller and the Buyer agree that the Seller is not required to serve on the Buyer such notice as provided for in section 32(3) of the Sale of Goods Act 1979.

6.7 All pallets, crates, wheels and other packaging specified as returnable will be charged for and credited if not returned within 28 days. In the event of a dispute such packaging shall be deemed to have not been returned unless the Buyer is able to provide a signed acknowledgement of receipt by the Seller.

7. QUANTITIES AND INSTALMENTS

7.1 Where Goods are delivered and/or Services are provided by instalments each instalment shall be deemed to be sold under a separate Contract and the party in default in respect of any instalment shall be liable accordingly, but no default in respect of any one instalment shall affect due performance of the Contract as regards other instalments.

7.2 If Goods and/or Services are to be delivered in instalments, the Seller shall be entitled to invoice each instalment as and when delivery and/or provision is made and payment for all delivered and/or Services provided by instalments shall be due notwithstanding non-delivery and/or non-provision of other instalments or other default by the Seller. Failure by the Buyer to make payment by the due date for any one instalment for whatever reason shall entitle the Seller to suspend deliveries of the Goods and/or provision of Services under the Contract but without prejudice to any other right the Buyer may have under any of the other provisions of these Conditions.

7.3 The Contract shall be deemed to have been fulfilled by delivery of a quantity within 10% either way of the quantity ordered and the Buyer shall pay the price of the Goods actually received.

8. SUSPENSION AND CANCELLATION

8.1 If the Buyer requires cancellation of the Contract this will only be accepted at the sole discretion of the Seller and unless otherwise agreed in Writing only upon condition that any costs, charges or expenses (both direct and consequential) incurred by the Seller up to the date of cancellation and the value of all loss or damage (both direct and consequential) incurred by the Seller by reason of such cancellation will be reimbursed by the Buyer to the Seller forthwith. Acceptance by the Seller of any cancellation by the Buyer will only be binding upon the Seller if it is made in Writing.

8.2 The Seller shall suspend the performance of the Contract on receipt of a request in Writing from the Buyer but shall only do so for a period not exceeding 28 days and the Buyer shall reimburse the Seller for all storage charges and other additional costs the Seller incurs thereby and such costs shall be added to and form part of the price for the Goods. If such suspension shall continue for a period of more than 28 days then the Seller may terminate the Contract and the rights and liabilities of the parties shall be the same as if the Contract had been cancelled in accordance with the provisions of Condition 8.1.

9. TERMS OF PAYMENT

9.1 Save where the Seller has otherwise agreed in Writing payment of the price of the Goods and/or Services is due 30 days from the date on which the Goods and/or Services were delivered or deemed to be delivered and the time for payment shall be of the essence.

9.2 No payments shall be deemed to have been received until the Seller has received cleared funds. All payments payable to the Seller under the Contract shall become due immediately on termination of this Contract despite any other provision.

9.3 The Buyer shall not be entitled to withhold payment of any amount due to the Seller by reason of any disputed claim by the Buyer in connection with the Contract nor shall the Buyer be entitled to set off against any amount payable under the Contract to the Seller any amount which is not then due and payable by the Seller or for which the Seller disputes liability.

9.4 If the Buyer fails to pay the Seller any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 4% above the base lending rate of National Westminster Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Seller is also entitled, at its discretion, to levy any additional charge which may be incurred by the Seller as a result of the Seller pursuing the Buyer for payment.

9.5 The Seller may suspend or close the credit account with the Buyer immediately if the Buyer fails to comply with the terms and conditions relevant to its credit account.

9.6 If the Buyer pays all or part of its credit account with a cheque and the cheque is dishonoured, the Seller reserves the right to debit the Buyer's credit account with any charge levied by the Seller's bankers and/or any other third party in respect to the handling of the dishonoured cheque.

9.7 Where the Seller agrees for the Buyer to pay for the Goods and/or Services by instalments, any delay or default in making payment of one (or more) instalment(s), will render all remaining instalments due and payable together with interest in accordance with Conditions 9.4.

10. INSTALLATION, MAINTENANCE AND/OR PROVISION OF SERVICES

10.1 When the Contract includes provision of Services by the Seller, the Seller will supply all necessary personnel and tools for the provision of the Services according to the details specified in its quotation.

10.2 Where Services are to be provided under Condition 10.1, unless otherwise agreed the Buyer will be responsible for (as appropriate):

10.2.1 all necessary preparation of the Site including, but not being limited to, all work to buildings, foundations, supporting structures and fixing points;

10.2.2 the proper unloading, safe-keeping and insurance of the Goods from the time of delivery;

10.2.3 the provision of scaffolding, lifting and any other equipment (excluding tools) to allow or assist the Seller to provide the Services;

10.2.4 any other matter not included in the Seller's quotation but required to enable the Seller to provide the Services;

10.2.5 giving the Seller access to and possession of the Site at such time and in such state as may enable it to complete the provision of the Services within any agreed time limit;

10.2.6 the removal of all debris and surplus materials from the Site at its sole cost and expense.

10.3 The Buyer acknowledges that the Seller may not be able to perform the Services unless the Buyer has complied with its obligations under Condition 10.2. If the Buyer fails to provide all or any of the items referred to in Condition 10.2 when the Seller reasonably requires them or to its reasonable satisfaction, then the Seller may in its discretion and at its sole option either arrange for the provision of such item or items as it may require and charge such expense as may be incurred in providing such item or items to the Buyer or invoke the provisions of Condition 10.4 below.

10.4 The Buyer acknowledges that the ability of the Seller to provide the Services is of primary importance to the Seller. In view of the difficulty of calculating the loss that would be suffered by the Seller should it be unable to provide the Services at the time and/or on the dates agreed between the parties due to the failure of the Buyer to comply with any of its obligations under Condition 10.2, the parties have attempted to provide a genuine pre-estimate of the loss the Seller would suffer. Without prejudice to any other right or remedy the Seller may have for failure by the Buyer to take delivery of the Services under the Contract, the Buyer agrees to pay to the Seller a sum to be determined by the Seller acting reasonably and with reference to its standard rates charged for the provision of services similar or identical to the Services by way of compensation for each day or part of a day by which the Seller is prevented from providing the Services subject to a maximum of the Contract price.

11. BUYER'S WARRANTIES

11.1 The Buyer warrants that:

11.1.1 where the Goods are to be installed and/or the Services are to be performed in or at the premises of any third party it has full and proper authority for the Seller to enter the premises of that third party to install the Goods and/or perform the Services and undertakes with the Seller to inform it forthwith in the event of any suspension or termination of that authority;

11.1.2 the installation of the Goods and/or the provision of the Services will not contravene any statutory provisions, for the avoidance of doubt including, but not limited to, relevant Highways legislation and will not infringe any third party rights;

11.1.3 it has obtained all relevant licences and consents to allow for the Seller to perform the Services and it has complied with all requirements applicable to the Goods;

11.1.4 it has carried out a full inspection of the areas on which the Seller is performing the Services and has arranged for the preparation where appropriate of all necessary risk assessments, method statements and relevant drawings, including, but not limited to, underground service drawings;

11.1.5 it has taken all reasonable precautions to procure that all areas on which the Seller is performing the Services are safe and without risk to health ;

11.1.6 it has made such enquiries as are reasonable to ensure that all areas on which the Seller is performing the Services are free from latent defects and agrees to full indemnify the Seller against all and any claims which arise from any subsequent discovery of a latent defect on such area;

11.1.7 it will enable the Seller to deliver the Goods and/or perform the Services on the Date of Delivery and time shall be of the essence in this regard;

11.1.8 the Goods are sufficiently suitable and fit for the purposes which the Buyer intends;

11.1.9 the installation, use and operation of the Goods comply, both before and after installation and during operation, with all relevant legislation including but not being limited to health and safety legislation;

11.1.10 Where the Buyer provides any piece or pieces of equipment for the installation and/or operation of the goods or which is ancillary to and/or for use in connection with the Goods, the use of such piece or pieces of equipment is fit for purpose and does not adversely affect the suitability or fitness for purpose of any additional goods supplied and installed.

11.1.11 it will comply and has complied with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015;

11.2 The Buyer shall indemnify and hold the Seller and its offices, directors, employees and agents harmless against any claims, demands, liability, direct loss and/or damage including legal fees, arising from:

11.2.1 any misrepresentation and/or breach by the Buyer of the warranties contained in Condition 11; and/or

11.2.2 without prejudice to the foregoing any breach by the Buyer of any of these Conditions.

12. ADDITIONAL GOODS/SERVICES

12.1 Where the Buyer requires Goods and/or Services to be provided in addition to those set out in the Contract but as a part of the Contract, the Buyer shall place an Order in Writing therefore and upon acceptance in Writing by the Seller of such Order the provisions of these Conditions shall apply to those additional Goods and/or Services.

13. SELLER'S WARRANTY

13.1 Subject to any warranty stated in the Order the Seller shall make good by replacement or, at its option, repair any failure (fair wear and tear excepted) in the Goods and/or Services which, under conditions of proper use and maintenance, results from defects in the Seller's manufacture, design, materials or workmanship and which appears not later than 12 months after the Date of Delivery or after the date on which the provision of the Services is completed.

13.2 Notwithstanding the provisions of Condition 13.1, in the case of a claim falling within Condition 13.1, the Seller reserves the right at its sole discretion to credit the Buyer in full the price paid by the Buyer to the Seller.

13.3 The Seller's liability under this Condition shall automatically cease if:

13.3.1 the Buyer shall not have paid for all Goods supplied and/or Services provided under any Contract by the due date or is otherwise in breach of this or any other contract made with the Seller; or

13.3.2 the Seller or its servants or agents are denied full and free right of access to the allegedly defective Goods and/or Services or the Buyer has not properly kept, used and maintained the Goods strictly in accordance with the manufacturer's or the Seller's instructions (if any); or

13.3.3 the defect or failure is caused by wilful damage, interference, dirt, neglect, mis-use, accident or abnormal working conditions or continued use after a defect has become apparent; or

13.3.4 the defect or failure is caused by defective, maintenance or incorrect installation of the Goods by an agent or contractor of the Buyer; or

13.3.5 the defect or failure is caused by wear and tear; or

13.3.6 the Buyer has failed to notify the Seller in Writing of any loss, defect or suspected defect within 3 days of the Date of Delivery; or

13.3.7 if such defect or failure arises as a result of any inaccurate or incomplete information or details supplied by the Buyer or in any defect or inaccuracy in any design, patterns, equipment or other property of the Buyer; or

13.3.8 the Buyer has modified the Goods in any way.

13.4 The warranty set out in Condition 13.1 shall be in lieu of any warranties conditions or undertakings whether express or implied by statute, common law or otherwise howsoever which warranties, conditions and undertakings are hereby expressly excluded, except that such exclusions will not apply to:

13.4.1 any implied condition that the Seller has or will have the right to sell the Goods when the property is to pass; or

13.4.2 when the Buyer deals as a consumer (as defined in section 12 Unfair Contract Terms Act 1977), any implied term relating to the conformity of the goods with their description or sample or as to their quality or fitness for a particular purpose.

13.5 The Seller's responsibility is limited to the terms of the foregoing provisions of this Condition and (except in respect of death or personal injury resulting from the negligence of the Seller, its servants or agents) the Seller shall not be liable for any claim for direct or indirect consequential or incidental loss, injury, delay, expense or damage of any kind whatsoever and howsoever caused (including but not limited to loss of profit) made by the Buyer or any third party against the Seller arising out of or in connection with any defect in the Goods and/or Services whether or not such defect is directly or indirectly wholly or in part caused by the act, omission, default or negligence of the Seller, its servants or agents and whether or not such defect amounts to a breach of a fundamental term or a primary obligation of the Contract or a fundamental breach thereof.

13.6 Subject to clause 13.5, the Seller's total liability to the Buyer in respect of all losses (insofar as they are not excluded pursuant to clause 13.5) 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 paid for the Goods and/or Services to which the Contract relates.

13.7 Any Goods that are designed for access control purposes are designed to deter unauthorised access. For the avoidance of any doubt, the Seller gives no warranty that the Goods or installation thereof will prevent authorised access and the Seller shall not be held liable for any loss or damage howsoever arising as a result of unauthorised access to the Buyer's property by any third party whether a trespasser or otherwise or unauthorised interference with the Goods.

13.8 The Buyer acknowledges and agrees that some goods supplied by the Seller which are made of wood have been machine finished and pressure treated for long life. As a result the wood has a moisture content which under certain conditions, including but not being limited to sun, air and earth, will periodically shrink and expand and cause stress cracks in line with the grain. The Seller guarantees that any pressure treated timber which rots or has fungal decay within 10 years' of the Date of Delivery will be replaced on an ex works basis provided that the Buyer returns the defective timber to the Seller at the Buyer's own cost.

13.9 The Seller does not warrant that any two items supplied by it will be identical in colour and the Buyer acknowledges that it shall have no recourse against the Seller in this regard unless the differential in colour (when originally stated to be the same by the Seller) is material.

14. GOODS AND MATERIALS MANUFACTURED BY THIRD PARTIES

14.1 Where the Goods which are the subject of the Contract are not manufactured by the Seller and are delivered direct to the Buyer or collected by or on behalf of the Buyer from the manufacturer or other third party, the Seller shall not be liable for any loss or damage to such Goods whatsoever or whensoever occurring.

15. TITLE TO GOODS

15.1 Until payment in full of all monies due and owing by the Buyer to the Seller on any account whatsoever has been received full legal and beneficial ownership of the Goods shall be retained by the Seller notwithstanding that the risk in the same shall pass to the Buyer at the time of delivery.

15.2 Until title to the Goods has passed from the Seller to the Buyer, the Buyer shall:

15.2.1 Store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

15.2.2 not remove, deface or obscure any identifying mark on or relating the Goods that clearly identify them as belonging to the Seller;

15.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

15.2.4 notify the Seller immediately if it becomes subject to any of the events listed in clause 15.5; and

15.2.5 give the Seller such information relating to the Goods as the Seller may require from time to time.

15.3 Subject to Conditions 15.4 and 15.5, the Buyer shall be at liberty to sell the Goods supplied in trust to pay to the Seller such sums to which it is entitled under the provisions of the Contract provided that the sums due to the Seller shall be kept separate from any moneys of the Buyer and/or any third party; any sale shall be effected in the ordinary course of the Buyer's business at full market value; and any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer should deal as principal when making such a sale. Notwithstanding the provisions of this Condition 15.3, the Buyer may retain from the proceeds of such sale any sum in excess of the sum or sums to which the Seller is entitled under the Contract or any other Contract between the Seller and the Buyer.

15.4 The Seller may at any time revoke the Buyer's conditional power of sale contained in Condition 15.3 by giving 24 hours' prior notice in Writing of such revocation and without notice in the event of the Buyer being in default for longer than 14 days in the payment of any sum whatsoever due to the Seller from the Buyer (whether in respect of the Goods and/or Services which are the subject of the Contract or in respect of any other Contract between the Seller and the Buyer) or if the Seller has bona fide doubts as to the solvency of the Buyer.

15.5 The Buyer's right of possession of the Goods and conditional power of sale contained in Condition 15.3 shall automatically cease if:

15.5.1 a receiver or administrative receiver is appointed over the whole or any part of the assets or the undertaking of the Buyer or a winding up order is made against the Buyer or the Buyer goes into voluntary liquidation (except solely for the purpose of reconstruction or amalgamation) or calls a meeting or makes any arrangement with its creditors or becomes subject to an administration order or commits any act of bankruptcy; or

15.5.2 the Buyer pledges or in any way charges by way of security for indebtedness the whole or any part of the Goods.

15.6 Should the Contract require the installation of the Goods at or in the premises of any third party, the Buyer shall notify the third party before installation begins of the terms of this Condition 15 and obtain the acknowledgement in Writing of the third party (sending a copy thereof to the Seller) that the third party has noted the terms of this Condition 15 and concedes the rights of the Seller under it as if the Contract was made by the third party directly with the Seller.

15.7 The Seller will have the right to maintain an action against the Buyer for the price of the Goods notwithstanding that property in the Goods has not passed.

15.8 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter the premises where the Goods are or may be stored with or without vehicles in order to recover them. where the Buyer's right to possession has terminated On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this Condition 15 shall remain in effect.

16. RISK AND INSURANCE

16.1 The risk in the Goods and Services shall pass to the Buyer at the time of delivery as provided for in Condition 6. The Services shall be deemed to be delivered at the time of completion by the Seller of the Services.

16.2 Notwithstanding the reservation of title contained in Condition 15, the Buyer shall insure the Goods and/or any products made wholly or partly therefrom and/or all areas on which the Services are being rendered for the full amount of the price payable under the Contract with an insurance office of repute from the time of delivery of the Goods until the date title in the Goods passes to the Buyer pursuant to Condition 15.1 or practical completion of the Services has taken place and procure that the interest of the Seller as the owner of the Goods and/or performer of the Services is noted on the policy of such insurance and produce such policy to the Seller for inspection on demand.

17. HEALTH AND SAFETY AT WORK (ETC) ACT 1974

17.1 The attention of the Buyer is drawn to the provisions of section 6 Health and Safety At Work (Etc) Act 1974. The Seller will make available upon request information on the design, construction and installation of its products to ensure that, as far as is reasonably practicable, they are safe and without risk to health. It is the responsibility of the Buyer to take such steps as are necessary to ensure that such information relevant to the Goods and/or the Services which is appropriate is made available to its servants, agents or any person to whom the Buyer supplies them and to any other person to whom the Buyer reasonably considers any such information should be given.

18. FORCE MAJEURE

18.1 The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, provided that, if the event in question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give notice in Writing to the Seller to terminate the Contract.

19. TERMINATION

19.1 Without prejudice to any other rights or remedies which the parties may have, the Seller may at its option terminate the Contract and/or suspend the performance of the Contract if:

19.1.1 the Buyer commits a breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or

19.1.2 the Buyer commits a breach of any of the terms of any other contract between the Buyer and the Seller (or any number of the Seller's group of companies) and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;

19.1.3 the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits liability to pay its debts; or

19.1.4 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with its creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a company) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors , or a resolution is passed or a petition presented to any court for winding up of the Buyer or for the granting of an administration order in respect of the Buyer or any proceedings are commenced relation to the insolvency or possible insolvency of the Buyer; or

19.1.5 the Buyer ceases or threatens to cease to carry on its business.

19.1.6 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

20. GENERAL

20.1 If at any time any one or more of the provisions or part thereof of these Conditions becomes or is invalid, illegal or unenforceable in any respect under any law or is held by a court to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

20.2 These Conditions and each and every Contract made pursuant to them shall be governed by and construed in all respects in accordance with the laws of England and the Seller and the Buyer hereby agree to submit to the non-exclusive jurisdiction of the English Courts .

20.3 Any notice required or permitted to be given by either party to the other under these Conditions 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 the notice. Notices shall be deemed to have been received:

20.3.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

20.3.2 if delivered by hand, on the day of delivery; or

20.3.3 if sent by fax, on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.

20.4 No waiver by the Seller of any breach of any provision of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision and the Seller shall not be prejudiced by any forbearance or indulgence granted by it to the Buyer.

20.5 The parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

20.6 The Seller may assign the Contract or any part of it to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

20.7 The Seller reserves the right to subcontract any part of the Order or Contract.

20.8 The Buyer acknowledges and agrees that details of the Buyer's name, address and payment record may be submitted to a credit reference agency and personal data will be processed by and on behalf of the Seller.

20.9 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.