1. Definitions
In these conditions:
a) ‘the seller’ shall mean from you to me ltd and their employees, agents and assigns;
b) ‘the buyer’ shall mean the person, firm or company with whom the contract is made;
c) ‘the contract’ shall mean the contract between the buyer and seller for the sale and purchase of the goods;
d) ‘the goods’ shall mean the goods and services (or any instalment or part of them) to be supplied pursuant to the terms of the contract;
e) ‘the seller’s premises’ shall mean the premises mentioned in the contract or if not so mentioned means the sellers premises situated at Hackle House, Murhill, Bath BA2 7FH
2. General
a) In these conditions the headings are for reference only and words and singular shall include the plural and vice versa and references to any gender shall include the other
b) These conditions shall apply to the Contract to the exclusion of any other terms and conditions in or referred to in any order, letter, form or contract or other form of communication sent by the buyer to the seller and the provisions of these conditions shall prevail unless expressly varied in writing by the seller
c) Any concession made or latitude allowed by the seller to the buyer shall not affect the strict rights of the seller under the contract
d) If in any particular case any of these conditions shall be or shall be held to be invalid or shall not apply to the contract the other conditions shall continue in full force and effect
3. Force Majeure
a) Unless otherwise agreed in writing and signed by the seller, the seller shall be the owner or all copyright, confidential information, design right and other so called intellectual property rights in all goods which it designs and makes
b) The seller warrants and agrees that it shall not knowingly infringe the rights of any third party in any design used for preparation of the goods supplied
c) The buyer shall indemnify the seller against all costs, claims, losses, expenses, and damages incurred by the seller or for which it may be liable due to or arising directly or indirectly out of any infringement or alleged infringement of any confidential information, copyright, design right, trademark or other intellectual property right occasioned by the importation, manufacture, sale or supply of goods which have been made to the specification or special requirement of the buyer
4. Estimates and Prices of Goods
a) No estimate or order shall be binding on the seller unless and until it has been accepted by the seller
b) Unless otherwise agreed in writing by the seller the price payable for the goods shall be the price detailed overhead of this contract
c) All prices are exclusive of VAT (value added tax) and VAT shall be charged by the seller and shall be payable by the buyer at the appropriate rate
5. Estimate and Terms of Writing
a) All times, dates and periods quoted for delivery of the goods shall be given in good faith but without any responsibility on the seller’s part unless the seller agrees in writing
b) Time of the delivery shall not be the essence of the contract
c) Unless otherwise agreed in writing, deliveries of goods shall be made between Monday to Friday
– No liability (whether in contract or for negligence or otherwise however) for loss or damage to the goods occurring prior to delivery or for any claim that any item delivered pursuant to the contract is defective or is otherwise not in accordance with the contract (being a defect or loss, damage or non compliance which would not have been obvious on a reasonable inspection of the goods) of for non delivery will attach to the seller unless that claim or notice of defect to effect that are notified to the seller by the buyer within seven days of delivery for loss, damage, defect or non compliance with the contract
– In the event of a valid claim for defect, loss, damage or non delivery the seller undertakes at its opinion to either repair or replace the items concerned at its expense but shall not be under further or other liability in connection with such non-delivery, loss, damage or non compliance

6. Payment Terms
a) Unless otherwise agreed in writing and signed by the seller all payments for goods must either be on a pro-forma basis or in the event of the seller agreeing to give credit, payment shall be due 30 days net from the date of the invoice, or forthwith upon the occurrence of any of the events referred to in condition 13 hereof
b) The price of the goods shall be due in full to the seller in accordance with the terms of the contract and the buyer shall not be entitled to exercise any setoff, lien or any other similar right or claim
c) The time of payment shall be of the essence of the contract
d) Without prejudice to any other rights it may have, the seller is entitled to charge interest at a rate equal to the higher interest rate payable on court judgements or 4% above the base rate on overdue payments on the price of the goods from the date payment becomes due until it is received by the seller as well after as before any judgment obtained

7. Passing of Title and Risk
a) The goods shall beat the buyer’s risk from delivery
b) In spite of delivery having been made property in the goods shall not pass from the seller until the buyer shall have paid the price plus VAT in full and no other sums whatever shall be due from the buyer to the seller
c) Until the property in the goods passes to the buyer in accordance with clause b) the buyer shall hold the goods and each of them on a fiduciary basis b bailee for the seller. The buyer shall store the goods (at no cost to the seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the seller’s property
– 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. Such 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
e) The Seller shall be entitled to recover the price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller
f) Until such time as property in the Goods passes from the Seller the Buyer shall have upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause d) shall cease
g) The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable
h) The Buyer shall insure and keep insured the Goods to the full Price against ‘all risks’ to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable

8. CONSEQUENTIAL LOSS
The seller shall not be liable for any costs claims damages or expenses arising out of any tortuous act or omission or any breach of contract or statutory duty calculated by reference to any profits, income, proceeds or accruals or loss of such profits, income, production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis
9. Representation
No statement, descriptions, information, warranty, condition or recommendation contained in any brochure, catalogue, price list, advertisement or communication or made verbally by any of the seller’s agents or employees shall be construed to enlarge vary or override in any way any of these conditions
10. Force Majeure
The seller shall be entitled to delay or cancel delivery or to reduce the amount of goods delivered if and to the extent that it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the goods by normal route or means of delivery through any circumstances beyond its control including but not limited to strike, lock outs, accidents, illness, war, fire, reduction or unavailability or materials or power at manufacturing plant, breakdown of plant machinery or shortage or unavailability of raw materials from usual sources of supply
11. Cancellation
Save as provided for in clause 10 or if the buyer enters insolvency, no contract may be cancelled or varied unless by agreement in writing signed by both parties and upon payment to the seller of such amount as may be necessary to indemnify the seller against all losses resulting from the said cancellation
12. Subcontracting
The seller reserves the right to assign the contract with the buyer or to subcontract the whole or part thereof to any person, firm or company