

STANDARD TERMS AND CONDITIONS OF PURCHASE



HUGH HOUSE, GALPHARM
WAY, BARNSELEY, S75 3SP

1. Interpretation

1.1 In these conditions:

“Buyer” means NIELD ON DEMAND LTD

“Goods” means the Goods (including any instalments of the Goods or any parts of them) which the Buyer is to purchase in accordance with the Contract incorporating these Conditions.

“Seller” means the party which has agreed to sell Goods to the Buyer or shall accept an order from the Buyer for the supply of the Goods.

“Conditions” means the terms and conditions set out in this document together with any additional terms and conditions incorporated into the Contract by agreement between the Buyer and the Seller.

“Contract” means the agreement between the Buyer and the Seller incorporating these Conditions.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the sale.

2.1 The Seller shall sell to the Buyer those Goods which it has ordered in accordance with any order of the Buyer subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and condition subject to which any such order is accepted or purported to be accepted by the Seller.

2.2 No variation to these Conditions shall be binding unless agreed in writing by an authorised representative of the Buyer.

2.3 Any typographical, clerical or other error or omission in any order or enquiry shall be subject to correction without any liability on the part of the Buyer.

3. Orders and Specifications.

3.1 The quantity, quality and description or any specification of the Goods (including any packaging specification) shall be as set out in the Buyer’s order.

3.2 No order may be cancelled by the Seller except with the agreement in writing of the Buyer and on the terms that the Seller shall indemnify the Buyer in full against any loss which the Buyer suffers (including any loss of profit on resale).

3.3 The Buyer may cancel any order without compensation at any time before delivery.

4. Price of the Goods

4.1 The price of the Goods shall be the Seller’s quoted price without additional charge save for VAT and may not be increased.

4.2 The price shall include such reasonable packaging.

5. Terms of Payment

5.1 The Seller shall not be entitled to invoice the Buyer for the price of the Goods until delivery.

5.2 Save as may otherwise be agreed in writing between the Seller and the Buyer, the Buyer shall, unless there is any dispute pay the price of the Goods within 30 days of invoice.

5.3 If the Buyer fails to make any payment by reason of a dispute on the due date then the Seller shall not be entitled to:-

5.3.1 Cancel the Contract or suspend any further deliveries to the Buyer;

5.3.2 Appropriate other payments to the invoice unpaid.

5.3.3 Set off any credits that may be due from the Seller to the Buyer.

6. Delivery

6.1 Delivery of the Goods shall be made by the Goods being received at the Buyer's premises or such other place as the Buyer shall direct provided that the Buyer has first confirmed by telephone that it is ready to accept delivery.

6.2 If any date for delivery is specified by the Buyer then time for delivery shall be of the essence. The Goods may not be delivered by the Seller in advance of the quoted delivery date unless the Buyer agrees in writing.

6.3 The Goods delivered shall conform in quantity, quality and description with the Order of the Buyer, and there shall be no obligation on the Buyer to accept or pay for any lesser or greater amount.

6.4 The Goods shall be suitable for re-sale in the United Kingdom and European Economic Area and European Free Trade Area and conform to all requirements for such.

6.5 The Goods and their sale and re-sale shall not infringe the trade mark or other intellectual property of the manufacturer or any other party.

6.6 Where the Goods are to be delivered in instalments, time of delivery of each instalment shall be of the essence.

6.7 If the Buyer fails to take delivery of the Goods or fails to give adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:-

6.7.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage.

6.7.2 Sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall.

6.8 The Seller shall ensure that the Goods comply with any legal requirements or standards governing the importation or re-sale of the Goods in the United Kingdom and European Economic Area and European Free Trade Area and any country through which the Goods may pass in transit to the Country of destination, and for the payment of any duties, taxes, levies or other payments due thereon.

6.9 The Buyer shall not be required to accept delivery or be deemed to be in breach of contract if the delay or failure was due to any cause beyond the Buyer's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Buyer's reasonable control:-

6.9.1 Act of God, flood, tempest, fire or accident:

6.9.2 War or threat of war, sabotage, insurrection, civil disturbance, or requisition;

6.9.3 Acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of the Government, whether parliamentary or local authority;

6.9.4 Import or export regulations or embargoes:

6.9.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party):

6.9.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery:

6.9.7 Power failure or breakdown in machinery

7. Risk and Property

7.1 Risk and title and property in the Goods shall pass from the Seller to the Buyer when the Buyer accepts delivery.

8. Warranties and Liability.

8.1 In addition to those conditions which are implied under the Sale of Goods Act 1979 the Seller will ensure that the Buyer is entitled to the benefit of such warranty or guarantee in relation to the Goods as is given to the Seller by the manufacturer or supplier of the Goods.

9. General

9.1 Any notice or other document required 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 given the notice.

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

9.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

9.4 The Contract shall be governed by the Law of England and Wales and all disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales save that the Buyer may at its sole discretion institute and maintain proceedings in respect of the Contract in any country.

Signed: -----Print Name: -----

Date: -----

Position in Company: -----Trading Title:-----

Last updated December 2020