STARKE ARVID

Business to Business – Terms and Conditions for sale and supply of goods

The Buyer's attention is particularly drawn to Clause 12

1. Definitions

Seller	Starke Arvid Ltd.
Buyer	The person or organisation who buys or agrees to buy the goods from the Seller.
Conditions	The terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
Goods	The items which the Buyer agrees to buy from the Seller as set out in the invoice.
Price	The price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
Force Majeure Event	Has the meaning set out in Clause 11 below.

2. Conditions

2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

2.4 These Conditions may not be varied except by the written agreement of the Seller.

2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. Price

The Price shall be the price quoted on the Seller's confirmation of order.

4. Payment and Interest

4.1 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice unless alternative terms have been agreed between the seller and buyer in writing.

4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.

4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

5. Goods

5.1 The Goods are described in the invoice.

5.2 The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

6. Warranties

6.1 The Seller warrants that for a period of 12 months commencing on the date of delivery of the Goods the goods shall:

6.1.1 Conform with their description;

6.1.2 Be of satisfactory quality with the meaning of the Sale of Goods Act 1979; and

6.1.3 Be fit for any purpose held out by the Seller.

7. Delivery of the Goods

7.1 Delivery of the Goods shall be made to the Buyer's address or alternative address specified by the buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the price shall be made.

7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

8. Acceptance of the Goods

8.1 The Buyer shall be deemed to have accepted the Goods after delivery to the Buyer.

8.2 The Buyer shall carry out a thorough inspection of the Goods on delivery and give notice in writing to the seller after discovering that some or all of the goods do not comply with the Warranty above, the Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.

8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9. Title and risk

9.1 Risk shall pass on delivery of the Goods to the Buyer's address.

9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

9.3 Until title passes the Buyer shall hold the Goods and store or mark them so that they can at all times be identified as the property of the Seller.

9.4 The Seller may at any time before title passes and without any liability to the Buyer:

9.4.1 Repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and

9.4.2 For that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

10. Carriage of Goods

Carriage will be chargeable on all sales.

11. Force Majeure

11.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil of military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.

11.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

11.3 If the Force Majeure Event prevents the Seller from providing any of the Goods, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.

12. Limitation of Liability: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:

12.1.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.1.2 Fraud or fraudulent misrepresentation;

12.1.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

12.1.4 Defective products under the Consumer Protection Act 1987.

12.2 Subject to clause 12.1:

12.2.1 The Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

12.3 After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

13. **General**

13.1 Notices.

13.1.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office or its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

13.1.2 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

13.2 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.3 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.4 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

13.5 This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

13.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Seller.

13.7 Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Starke Arvid Ltd, Unit 11 Hayhill Industrial Estate, Sileby Road, Barrow Upon Soar Leicestershire, LE12 8LD
Telephone: 01509 812386 Email: orders@starkearvid.co.uk