The Lamp Company Ltd



Application for a Business Account the LAMP company

BUSINESS CONTACT INFORMATION								
Title:								
Company name:					Website:			
Phone:				Fax:				
Registered company/invoice address:								
Post code:								
Delivery address if different:								
Post code:								
Company registration no:				Company VAT no:				
Director/owner name(s):				Email:				
Account Manager name(s):				Email:				
Purchasing Manager name(s):					Email:			
Ltd:	Plc:	*Partnership	*Sole Trader:	•	*Please complete additional information form.			
		CREDIT A	ND PAYMENT	INFORMATI	ON			
Bank name and address:								
						Post code:		
Account number:			Sort code:			Anticipated credit limit:		
Your payment by:		Cheque:	Credit card:		Bacs:	Other:		
		THE LA	MP COMPANY E	ACS DETAILS	5			
Lloyds TSB Bank PLC	, 1 Bancroft, Hitchin, F	lerts, SG5 1JG	Account Number	er: 02239373		Sort Code: 30.94.30		
BUSINESS/TRADE REFERENCES								
Reference 1 - Company name: Contact:								
Address:								
						Post code:		
Phone: Fax:				E-mail:		·		
Credit limit if known:								
Reference 2 - Company name: Contact:								
Address:								
						Post code:		
Phone:	Phone: Fax:		E-mail:			·		
Credit limit if known:				1				
AGREEMENT								
1. All invoices are to be paid 30 days from the date of the invoice.								
2. Claims arising from invoices must be made within seven working days.								
3. By submitting this application, you authorize The Lamp Company, Ltd. to make inquiries into the banking and business/trade references that you have supplied.								
4. Full lamp company terms and conditions available upon request.								
5. Please sign below and the back page terms and conditions agreement and fax back to 01462 491166.								
SIGNATURES								
Title:				Title:				
	nt name:			Date:	Print r	name:		
Internal Use Only Trade Credit limit	:	Approved by:		Date:		Account No:		



Standard Terms & Conditions of Sale

1. Interpretation

These terms and conditions govern the sale of all products and services by The Lamp Company Ltd and apply not withstanding any conflicting or additional terms and conditions in any purchase order or other document or communication from the Buyer.

1.1 In these Conditions:

BUSINESS means the business carried out by the Buyer at the date of the Contract;

BUYER means the person, company, partnership or other entity that buys or agrees to buy the Goods from the Seller;

CONDITIONS means the terms and conditions of sale set out in this document as may be amended in writing from time to time and any special terms and conditions agreed in writing by the Seller;

CONTRACT means a contract between the Seller and the Buyer for the sale and purchase of Goods in accordance with these Conditions;

DELIVERY DATE means the date specified by the Seller when the Goods are to be delivered, or the date on which delivery takes place, whichever is the later:

DELIVERY DESTINATION means the location specified in a Contract for the delivery of Goods ordered by the Buyer;

GOODS means the items which the Buyer agrees to purchase from the Seller from time to time;

SELLER means The Lamp Company Ltd registered number 2838626 current trading address is Unit 4 Ashville Trading Estate, Royston Road, Baldock Herts SG7 6NN

WEB SITE means any web site owned or operated by the Seller and/or any URL owned and used by the Seller; and

WORKING DAY means any weekday on which banks and other financial institutions are open for business.

2. Conditions applicable

- 2.1 These Conditions shall apply to all Contracts to the exclusion of all other terms and conditions, including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order, or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions. Such orders shall not be deemed to have been accepted by the Seller until such time as the order has been processed through the Seller's order processing system.
- 2.3 Any order placed through the Seller be it via the website or other, shall not be deemed to have been accepted by the Seller until such time as the order has been processed through the Seller's order processing system.
- 2.4 Any Buyer or any employee, agent or officer of the Buyer who enters into a Contract with the Seller on behalf of the Buyer shall be deemed to have the requisite authorisation to enter into such Contract. In the event that such authorisation is absent the Buyer and/or its successor shall remain liable to the Seller for any payment due under the Contract.
- 2.5 In the event of a change in ownership of the Business the Buyer shall remain liable for any payment due under the Contract unless otherwise agreed in writing with the Seller.
- 2.6 Any variation to these Conditions, and any Contract, shall be inapplicable unless agreed in advance in writing by the Seller.
- 2.7 Quotations issued by the Seller, whether on the Website or otherwise, do not constitute an offer by the Seller to supply the Goods referred to therein
- 2.8 The Seller reserves the right to refuse to supply an individual or company at any time for any reason.

3. Price

- 3.1 Where the Goods are sold by reference to the Website or otherwise then the price of the Goods shall be the price stipulated at the date of the Contract.
- 3.2 All prices are fixed at the date of the Contract and will only subsequently be varied by agreement between the parties.
- 3.3 For the avoidance of doubt, unless otherwise stated prices quoted for Goods are shown per item.
- 3.4 For the avoidance of doubt, unless otherwise stated, the price of the Goods, and all charges, limits or fees referred to in these Conditions are deemed to be exclusive of VAT (or similar tax) at the prevailing rate, and exclusive of any other tax or duty relating to manufacture, transport, import or export all of which (if relevant) shall be applicable at the prevailing rate at the Delivery Date.
- 3.5 All prices quoted and all charges referred to in these Conditions are in pounds sterling unless otherwise specified, and all payments must be made in pounds sterling unless otherwise agreed in writing by the Seller.
- 3.6 Whilst the Seller undertakes every effort in order to prevent any errors and / or omissions mis-pricing may occur. The Seller reviews all prices as part of its order processing system, and in the event that the product's correct price is lower than that stated then the Seller will charge



the lower amount and process the order accordingly. In the event that the products correct price is higher than that stated then the Seller will, in its entire discretion, either:

- 3.6.1 Contact the Buyer for instructions prior to dispatch of the order; or
- 3.6.2 Cancel the order and notify the Buyer of such cancellation.
- 3.7 The Seller reserves the right to charge such taxation including and without any limitation any charge, tax, duty, levy, impost, withholding or liability wherever chargeable imposed for support of national, state, federal, municipal or local government or any other person or whether of the UK or any other jurisdiction on the Goods in accordance with the Waste Electrical and Electronic Equipment Directive (WEEE) and/or its United Kingdom equivalent.

4. Delivery, Packing & Handing Charges

- 4.1 Delivery, packing and handing charges are displayed on the Seller's main website. These are subject to change and the Seller reserves the right to notify the Buyer of any such change prior to the Delivery Date.
- 4.2 Any date quoted for delivery of the Goods is approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused.
- 4.3 Delivery shall take place by such method as the Seller may in its absolute discretion decide, to the Delivery Destination on or as close to the Delivery Date as is reasonably practicable in all the circumstances.
- 4.4 Deliveries shall be made between 8.30 am and 6.00 pm on any Working Day.
- 4.5 In the event that the Buyer requires a delivery on a day or time outside of the Seller's normal delivery in accordance with Clause 4.4 the Seller reserves the right to make an additional charge, and shall advise the Buyer of such additional charge when the order is confirmed. For the avoidance of doubt, the Delivery Date is approximate only, and time shall not be of the essence for delivery.
- 4.6 Delivery of the Goods shall be deemed to have taken place when they have been delivered to the Delivery Destination and a signature on behalf of the Buyer has been received in respect of the Goods.
- 4.7 In the event that payment for the Goods has been, or is to be, made through the use of a debit or credit card then the Seller reserves the right to only deliver the Goods to the registered address of the card holder of that card.
- 4.8 If, for any reason, the Buyer is unable to accept delivery of the Goods when the Goods are due and ready for delivery then the Seller may, in its absolute discretion, arrange the storage of the Goods and the Buyer shall be liable to the Seller for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any of the Seller's rights in relation to a failure by the Buyer to take delivery of the Goods or pay for them in accordance with the terms of the Contract.
- 4.9 The Seller reserves the right to add a packing and insurance charge to any order to protect any Goods during transit.

5. Terms of payment

- 5.1 The Buyer shall make payment to the Seller for any orders through one or more of the following mechanisms:
- 5.1.1 authorised credit card:
- 5.1.2 authorised debit card;
- 5.1.3 personal cheque;
- 5.1.4 company cheque;
- 5.1.5 charging the order to The Lamp Company Business Account.
- 5.2 In the event the Buyer chooses the payment method under Clause 5.1.5 above, any new Lamp company Business Account will only be opened at the Seller's discretion. Prior to the opening of a new account the Seller reserves the right to undertake a background check of the Buyer with a credit reference agency. The Seller shall not be liable for any delay in the processing of the order and delivery of the Goods caused by the background check.
- 5.3 In the event that the Buyer makes payment for the Goods through either an authorised credit or debit card (subject to additional charge see 5.4) then whilst the Seller shall use all reasonable precautions to protect and maintain secure the details of such credit or debit card, the Seller shall not be liable for any losses incurred or sustained by the Buyer howsoever caused. In the event that the Buyer discovers that any Goods have been ordered and paid for by persons unauthorised by the Buyer using the Buyer's credit or debit card then the Buyer undertakes to inform the Seller, the card issuer and the Police of such unauthorised usage as soon as is reasonably practicable, and authorises the Seller to comply with all reasonable enquiries of the Police or the card issuer in relation to the unauthorized usage.
- 5.4 Customers opting to pay by credit or debit card agree to an additional 2.5% of the value of the transaction which will be added to the card payment.



6. Late payment

Payment shall be made net 30 days from the date of invoice or as otherwise specified by the Seller and / or as agreed with the Buyer.

- 6.1 In the event that the Buyer fails to make payment of any invoice within its due date for payment then the Seller shall be entitled to (without limitation):
- 6.1.1 charge interest on such invoice from the date of the invoice until the date of payment of the invoice at a rate of 2% per month and such interest shall accrue at such rate after as well as before judgment:
- 6.1.2 charge additional interest in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 at such rates and for such times as may be permitted under the Act;
- 6.1.3 suspend or cancel any Lamp Company Business Account in the name of the Buyer;
- 6.1.4 suspend or cancel deliveries of any Goods due to the Buyer under any Contract;
- 6.1.5 appropriate any payment made by the Buyer to such of the Goods (or any other Goods supplied under any other Contract with the Buyer) as the Seller may in its sole discretion think fit; or
- 6.1.6 pass the outstanding debt to a debt collection agency.
- 6.1.7 Payment by credit card attract an additional 3% handling charge to the value of the transaction, which will be added to the card payment 6.2 For the avoidance of doubt, the rights and remedies of the Seller in Clause 6.1 are cumulative, not exclusive, and the exercise of one thereof shall not deprive the Seller of the right to exercise others. Further, the Seller shall be entitled to exercise the rights and remedies in Clause 6.1 notwithstanding that risk in and / or title to the Goods may not have passed to the Buyer.
- 6.3 If an Event of Default occurs (as defined in Clause 6.4), then without prejudice to the rights and remedies of the Seller in Clause 6.1:
- 6.3.1 the Seller may, in its absolute discretion, suspend any and all deliveries under any Contract;
- 6.3.2 the Seller may appropriate to it any Goods in its possession under 4.6; and
- 6.3.3 any and all sums owed by the Seller shall become immediately due and owing irrespective of any time given for payment prior to the Event of Default.
- 6.4 For the purposes of Clauses 6.3 and 10.4.1 an Event of Default shall be deemed to have occurred if:
- 6.4.1 the Buyer becomes unable to pay its debts as they fall due;
- 6.4.2 the Buyer has a receiver, liquidator or administrator appointed over any of the assets or the undertaking of the Buyer;
- 6.4.3 a winding-up or bankruptcy order is made against the Buyer;
- 6.4.4 the Buyer goes into voluntary liquidation (other than for the purpose of a solvent reconstruction or amalgamation);
- 6.4.5 the Buyer calls a meeting of or makes any arrangement or composition with its creditors; or
- 6.4.6 any act analogous to any of the foregoing in any jurisdiction.

7. Breakages, cancellations and returns

- 7.1 The Seller must be notified of any defect in the quality or condition of the Goods within 2 working days of receipt of the Goods by the Buyer.
- 7.2 In the event that the Goods are standard items without being of 'Special order' then the Buyer may cancel the contract within 7 days from the date of invoice by contacting the Seller's Customer Support Team at the Seller's offices from time to time (currently Unit 4 Ashville Trading Estate, Royston Road, Baldock SG7 6NN), whereupon the Seller will make arrangements with the Buyer for the return of the Goods.
- 7.3 Any items returned by the Buyer under the provisions of Clause 7.2 must be in their original packaging and suitable for resale.
- 7.4 For the avoidance of doubt, the right of cancellation contained in Clause 7.2 shall not apply to any Goods which are not standard items or Goods..
- 7.5 The Seller may at its sole discretion accept cancellation of an order. In the event that the Seller accepts such cancellation a handling and carriage charge will be payable by the Buyer and where appropriate the Seller reserves the right to deduct such charge from the monies received.
- 7.6 The Seller may cancel any Contract at any time before the Goods are delivered. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Goods less an administration fee. Without prejudice to the limitation of liability under Clause 11, the Seller shall not be liable for any loss or damage whatever arising from any cancellation in accordance with this clause.
- 7.7 The Buyer may not withhold payment of any invoice or other amount due to the Seller under this Contract by reason of any right of set-off or counterclaim which the Buyer may have or alleged to have for any reason whatsoever. All refunds shall be credited to the Buyer in accordance with Clause 7.8 below.
- 7.8 Any monies due to the Buyer by the Seller as a result of any return of Goods under this Clause 7 shall be refunded within 30 days of receipt by the Seller of the returned Goods through the same method as which payment for the Goods was originally made, save that such refund shall only extend to delivery or insurance charges rendered in respect of the Goods in the event that the Goods are being returned as a result of breakages or fault. In that event, where the value (in pounds sterling) of the Goods returned is less than the entire value of the Goods ordered under any one particular Contract the Seller reserves the right to only refund to the Buyer the same percentage of the delivery or insurance charges as the value of the Goods returned represented to the value of all Goods ordered under the Contract. By way of illustration only, if the



value of all Goods under a particular Contract is £100.00, and £50.00 of those Goods are returned, then the Seller reserves the right to only refund 50% of the delivery and insurance charges for those Goods under that Contract. The Seller shall not be liable for any delays in payment caused by the Seller and/or the Buyer's Bank.

7.9 Where the Seller arranges for the return of Goods from the Buyer through the Seller's nominated carrier then the Buyer undertakes to ensure that the Goods are packaged in a manner suitable for safe transportation and are available for collection by the nominated carrier during normal business hours. In the event that the nominated carrier attempts to collect the Goods during normal business hours and is unable to do so (other than at times previously notified by the Buyer to the Seller as being times at which the nominated carrier would not be able to collect the Goods) then the Seller reserves the right to charge the Buyer for the costs incurred through the nominated carrier's inability to collect. Further, in the event that the Goods are damaged in transit on their return to the Seller as a result of poor or insufficient packaging on the part of the Buyer, or are not complete, then the Seller reserves the right not to credit or otherwise refund the Buyer in respect of (in the event that the Goods are being returned for a refund), or replace (in the event that the Goods are being returned for the purposes of replacement), such damaged Goods.

7.10 Where the Buyer arranges for the return of Goods from the Seller through the Buyer's nominated carrier then the Buyer undertakes to ensure that the Goods are packaged in a manner suitable for safe transportation. Return of the goods shall be deemed to have taken place when they have been delivered to the Seller and a signature on behalf of the Seller has been received in respect of the Goods. In the event that the Goods are damaged in transit on their return to the Seller as a result of poor or insufficient packaging on the part of the Buyer, or are not complete, then the Seller reserves the right not to credit or otherwise refund the Buyer in respect of (in the event that the Goods are being returned for a refund), or replace (in the event that the Goods are being returned for the purposes of replacement), such damaged Goods.

8. Product availability

- 8.1 In the event that the Buyer orders a product which is unavailable, for whatever reason, then the Seller at its absolute discretion reserves the right to contact the Buyer to offer to:
- 8.1.1 supply a suitable alternative product or brand; or
- 8.1.2 make a partial shipment of the remainder of products ordered by the Buyer.
- 8.2 The Buyer is under no obligation to accept either of the alternatives in sub-clauses 8.1.1 or 8.1.2, and may, in its absolute discretion cancel the entire order.
- 8.3 In the event the Buyer cancels the contract under Clause 8.2 the Seller shall return monies paid by the Buyer in accordance with Clause 7.6.
- 8.4 The Seller shall not be liable for failure to supply the Goods in the event the Buyer chooses to cancel the order under Clause 8.2.

9. Pricing errors, changes, special offers, free gifts, savings, product descriptions

- 9.1 Any special offers specified on the Website or through promotion flyers may be limited in their quantities and are therefore subject to availability. In the event that there is no further availability of a special offer, then the Seller may, in its absolute discretion, contact the Buyer and offer for sale a similar alternative.
- 9.2 Any free gifts specified are subject to availability and the Seller reserves the right to make suitable substitutions without prior notice to the Buver.
- 9.3 Any technical descriptions, measurements, images or other data relating to any products in the Catalogue or on the Website are for general guidance only and may be subject to alteration by the Seller without prior notice to the Buyer.
- 9.5 For the avoidance of doubt, and without prejudice to the limitation of liability in Clause 11, the Seller shall not be liable to the Buyer for any inaccuracies, errors and product availability or otherwise under this Clause 9.
- 9.6 Any rebates not claimed within 180 days of being issued will be forfeited.

10. Risk and Title

- 10.1 Risk in the Goods shall pass to the Buyer:
- 10.1.1 when the Goods are delivered to the Delivery Destination; or
- 10.1.2 if the Goods are kept at the Seller's premises under the provisions of 4.6, or otherwise to the Seller's order, upon collection of the Goods by the Buyer, or upon the expiry of seven (7) days from the Seller's written notice to the Buyer that the Goods are ready for delivery, whichever is the earlier.
- 10.2 The Seller accepts no responsibility for any loss, damage or shortage which may occur to the Goods after risk has passed to the Buyer, and in the event that the Buyer has a claim arising in respect of any loss, damage or shortage arising during transit, then such claim should be notified to both the Seller and the carrier within 2 days of receipt of goods The Buyer undertakes in such circumstances to comply in full with



the carrier's standard conditions for claims for damage, shortage or loss in transit, and agrees to indemnify the Seller against any loss resulting from a failure to so comply.

10.3 Notwithstanding that delivery may have taken place and / or risk in the Goods may have passed to the Buyer, title to the Goods shall not pass to the Buyer until such time as the Seller has received cleared funds for full payment of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

10.4 Until such time as title in the Goods passes to the Buyer :

10.4.1 the Buyer shall hold the Goods as the fiduciary agent and bailee of the Seller, and shall keep the Goods separate from those of the Buyer and third parties, and shall keep the Goods properly stored, protected and insured against all normal risks, and identified as the Seller's property, but shall be entitled to use the Goods in the ordinary course of its business (save that such entitlement may be terminated forthwith by notice from the Seller to the Buyer, and shall automatically terminate without notice in the event of an Event of Default (as defined in Clause 6.4); 10.4.2 in the event of a liquidator or receiver being appointed then they shall pay into a separate bank account any sums received from third parties in respect of the sales to them of Goods by the Buyer up to the amount of any indebtedness of the Buyer to the Seller for the sole benefit of the Seller); and

10.4.3 provided that the Goods are still in existence and have not been sold / distributed by the Buyer in accordance with Clause 10.4.1 above, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller, and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

10.5 Any Goods repossessed by the Seller may be resold on such terms as the Seller may in its absolute discretion determine and the Buyer shall remain liable to the Seller for the difference between the net proceeds or such resale and all outstanding sums due to the Seller in respect of the Goods and for all costs and expenses incurred by the Seller in repossessing, storing, insuring and re-selling the same.

10.6 The Buyer shall not pledge in any way, charge by way of security for any indebtedness for any of the Goods which remain the property of the Seller. Without prejudice to the other rights of the Seller, in the event that the Buyer purports to do so then all sums whatever owing to the Seller by the Buyer shall immediately become due and payable.

AND THE BUYER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF THE FOLLOWING

11. Limitation of Liabilities

- 11.1 Always subject to the provisions of Clause 11.5, the Seller shall be under no liability to the Buyer:
- 11.1.1 in respect of any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions, a failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
- 11.1.2 whatsoever in the event that the full price (including VAT, delivery, insurance and other charges payable in accordance with the Conditions) for the Goods has not been paid by the due date for payment;
- 11.1.3 or otherwise be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of the Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
- 11.1.3.1 act of God, explosion, flood, tempest, fire or accident;
- 11.1.3.2 war or threat or war, sabotage, insurrection, civil disturbance or requisition;
- 11.1.3.3 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 11.1.3.4 import or export regulations or embargoes;
- 11.1.3.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 11.1.3.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 11.1.3.7 power failure or breakdowns in machinery.
- 11.2 Where any valid claim in respect of any of the Goods based on any defect in the quality or condition of the Goods or their failure to meet their specification is notified to the Seller in accordance with these Conditions then
- 11.2.1 where the Buyer is dealing as a consumer (as defined in the Sale of Goods Act 1979 (as amended, re-enacted or otherwise modified from time to time) the Seller shall, at the Buyer's sole discretion refund to the Buyer the price of the Goods (or a proportionate part thereof) or repair or replace the Goods (or the part in question) at no additional cost to the Buyer; or
- 11.2.2 where the Buyer is not dealing as a consumer, then the Seller, at it's sole discretion, be entitled to refund to the Buyer the price of the Goods (or a proportionate part thereof) repair or replace the Goods (or the part in question) at no addition cost to the Buyer; but upon the Seller undertaking either of the steps in this Clause 11.2 the Seller shall have no further liability to the Buyer.
- 11.3 Subject to the provisions of Clause 11.5, but notwithstanding any other provision of these conditions, the Seller shall not be liable to the Buyer by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of these conditions or any contract, for any consequential loss or damage, whether for loss of profit or otherwise, and whether occasioned by the



negligence of the Seller, its directors, servants, agents and employees arising out of or in connection with any act or omission of the Seller relating to the supply of the goods or their use by the Seller.

- 11.4 Without prejudice to the generality of Clause 11.3, but subject always to the provisions of Clause 11.5, the entire liability of the Seller to the Buyer under any one contract shall be limited to the value of the goods under that contract.
- 11.5 Nothing in these Conditions or any Contract shall be deemed to limit or otherwise restrict the liability of the Seller to the Buyer for any death or personal injury caused as a result of the negligence of the Seller, it directors, servants, agents and employees.

12. Copyright and other intellectual property rights

- 12.1 All content included on the Websites and in the Catalogue such as text, graphics, logos, buttons, icons, images and software is the property of the Seller or its content suppliers and is protected by United Kingdom and international copyright and database right laws. The Buyer may not systematically extract and / or re-utilise parts of the content of the Website or the Catalogue without the Seller's express written consent, save that it may print out, or otherwise electronically copy, one or more sections of the Website or Catalogue for the express purpose of placing an order with the Seller.
- 12.2 The Lampco logo is a registered copyright of the Seller. All other trademarks, product names, company names, logos and get-ups remain the property of the Seller or their respective owners and may not be used or reproduced by the Buyer under any circumstances whatsoever.

13. Export Terms

13.1 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

14. General Terms

- 15.1 These Conditions, and any Contract based hereon, shall be governed by and construed in accordance with the provisions of English law, and the parties hereby submit to the non-exclusive jurisdiction of the English Courts in determining any dispute arising here from.
- 15.2 No forbearance or indulgence by the Seller shown or granted to the Buyer whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the Seller against the Buyer or be regarded as any waiver of any of these Conditions.
- 15.3 The Seller reserves the right to sub-contract the whole or any part of any Contract.
- 15.4 Any provision of these Conditions or any Contract which is, or may be, void or unenforceable shall, to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision the contract.
- 15.5 The provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply to these Conditions or any Contract and any person who is not a party to these Conditions or the Contract shall have no rights under that Act to enforce any term thereof.
- 15.6 Any notice under or in connection with these Conditions or any Contract shall be in writing and shall be served by first class post or by hand on the party or sent by recorded delivery to the address of the party set out in the Contract or at such other address as may subsequently be notified by one party to the other, and in the absence of any evidence of earlier receipt any notice shall be deemed to have been received:
- 15.6.1 if delivered by hand when left at the address for service; or
- 15.6.2 if sent by first class post or recorded delivery, on the second day after posting.
- 15.7 You consent to and understand that these conditions contained therein are deemed accepted upon trading

Signed	Position
Company	Date