SALE OR RETURN TERMS A

BACKGROUND:

The Seller is a supplier of goods f its business, intends to purchase these Terms and Conditions.

1. Definitions and Interpreta

In these Terms an following expression

"Business Day"

"Buyer"

"Contract"

"Delivery Date"

"Goods"

"Return Date"

"Returned Goods"

"Seller"

- 1.2 Unless the context Conditions to:
 - 1.2.1 "writing", an communicat
 - 1.2.2 a statute or provision as
 - 1.2.3 "these Term Conditions a the relevant
 - 1.2.4 a Schedule



THE SALE OF GOODS (B2B)

es and the Buyer, in the course of n a sale or return basis subject to

e context otherwise requires, the anings:

an a Saturday, Sunday or public

company that purchases the its business subject to these

the purchase and sale of the ms and Conditions;

ch the Goods are to be delivered er's order and accepted by the

iding any instalment of the goods which the Seller is to supply in Terms and Conditions;

on which the Buyer may return ce with the sale or return as stipulated in the Contract;

th the Buyer returns to the Seller sale or return provisions of

company that sells the Goods in ss subject to these Terms and

h reference in these Terms and

ion, includes a reference to any or similar means;

is a reference to that statute or at the relevant time;

reference to these Terms and s as amended or supplemented at

rms and Conditions; and



- 1.2.5 a Clause or Conditions (
 Schedule: a
- 1.2.6 a "Party" or Conditions.
- 1.3 The headings used and shall have n Conditions.
- 1.4 Words imparting the
- 1.5 References to any

2. Basis of Sale

- 2.1 The Seller's emp representations co writing. In entering rely on, and waives are not so confirmed
- 2.2 Sales literature (ind and other documen to alteration without are capable of acce
- 2.3 An order placed by to acceptance by th binding on the Se expressed to be an the Buyer by whiche
 - 2.3.1 the Seller's \
 - 2.3.2 delivery of the
 - 2.3.3 the Seller's i
- 2.4 Any typographical, of literature, quotation or information issue liability on the part of

3. Orders and Specification

- 3.1 No order submitted unless and until cor
- 3.2 The specification for documentation unle Seller). The Goods thereof) stated in the specified.
- 3.3 Orders received for be adjusted accord catalogues, brochu

e to a Clause of these Terms and s) or a paragraph of the relevant

the parties to these Terms and

nditions are for convenience only erpretation of these Terms and

clude the plural and vice versa. ther gender.

not authorised to make any less confirmed by the Seller in yer acknowledges that it does not f, any such representations which

er electronic material), price lists relation to the Goods are subject tute offers to sell the Goods which

thdrawn, cancelled or altered prior for the sale of the Goods shall be has issued a quotation which is r has accepted an order placed by

al errors or omissions in any sales f offer, invoice or other document subject to correction without any

emed to be accepted by the Seller eller's authorised representative.

nose set out in the Seller's sales e Buyer's order (if accepted by the n the minimum units (or multiples n multiples of the sales order as

ose set out in sub-Clause 3.2 will graphs or descriptions whether in ron websites are intended as a

guide only and shall

- 3.4 The Seller reserves
 Goods which are
 statutory or regulate
 the Seller's specif
 performance.
- 3.5 No order which ha
 Buyer except with
 Buyer shall indemni
 costs (including the
 and expenses incur

eller.

hanges in the specification of the any applicable safety or other re the Goods are to be supplied to materially affect their quality or

Seller may be cancelled by the the Seller on the terms that the st all loss (including loss of profit), aterials used), damages, charges all of cancellation.

4. Price

- 4.1 The price of the Go brochure, website, Buyer's order or su and the Buyer.
- 4.2 Where the Seller has with the Seller's put period>> days only
- 4.3 The Seller reserves delivery, to increase to the Seller which (including, but not regulation, alteration materials or other quantities or specificany delay caused be instructions of the information or instru
- 4.4 [The Seller will a accordance with the for the Goods curre
- 4.5 [Any settlement disc by the Seller to the by the Seller on or payment terms set other amounts owin
- 4.6 Except as otherwise of the Seller, and u the Seller, all price transport.
- 4.7 The price is exclus nature which are it respect of the Good Seller.

sted in <<insert name of price list, at the date of acceptance of the be agreed in writing by the Seller

Goods other than in accordance quoted shall be valid for <<insert e Seller may specify.

be to the Buyer at any time before to reflect any increase in the cost beyond the control of the Seller exchange fluctuation, currency increase in the costs of labour, any change in delivery dates, nich is requested by the Buyer, or Buyer, or any delay caused by any Buyer to give the Seller adequate

ty discounts subject to and in in the Seller's published price list ince of the Buyer's Order.]

ller in the Contract will be allowed ds for which payment is received otherwise in accordance with the Conditions and provided that no ler are overdue and unpaid.]

of any quotation or in any price list in writing between the Buyer and eller's charges for packaging and

AT or taxes or levies of a similar any competent fiscal authority in be additionally liable to pay to the

5. **Payment**

- 5.1 Subject to any spe Seller, the Seller sh time after delivery of Buyer or the Buyer event the Seller sha after the Seller has or (as the case may
- 5.2 The Buyer shall p allowed by the Selle <<insert period>> accordance with s between the Buver made on the due da and / or that the pro for payment of the p issued only upon re
- 5.3 All payments shall acceptance or invoi
- 5.4 The Seller is not ob the Seller with refe the Seller is not sa notice in writing to t in which event no against cash paym and Conditions, al immediately payabl

- Delivery of the Goo place specified eith as the location to place of delivery is Seller's premises a Goods are ready f place in the United
- 6.2 The Delivery Date is essence unless pre delivered by the Sel
- 6.3 Where the Goods
- 6.4 If the Buyer fails to Delivery Date and consents or authori that date, the Seller

iting between the Buyer and the he price of the Goods on or at any Goods are to be collected by the delivery of the Goods, in which he Buyer for the price at any time he Goods are ready for collection red delivery of the Goods.

ods (less any discount or credit deduction, credit or set off) within Seller's invoice or otherwise in ay have been agreed in writing of the Contract. Payment shall be delivery may not have taken place not passed to the Buyer. The time nce. Receipts for payment shall be

er as indicated on the form of

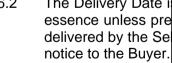
m the Buyer if it has not supplied deems acceptable. If at any time rthiness of the Buver it may give credit will be allowed to the Buyer elivered to the Buyer other than sub-Clause 5.2 of these Terms e Buyer to the Seller shall be

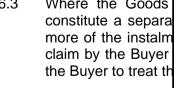
Seller delivering the Goods to the nd / or in the Seller's acceptance be delivered by the Seller. If no er shall collect the Goods at the er has notified the Buyer that the specified for delivery must be a

ime for delivery shall not be of the ller in writing. The Goods may be ivery Date upon giving reasonable

instalments, each delivery shall v the Seller to deliver any one or these Terms & Conditions or any more instalments shall not entitle repudiated.

oods or any part of them on the instructions, documents, licences, ble the Goods to be delivered on iven written notice to the Buyer to ds and then, notwithstanding the





store or arrange fo

provisions of sub-ordelivery shall be de Seller all costs are arising from such fa

Goods shall pass to the Buyer, ce and the Buyer shall pay to the storage and insurance charges,

7. Non-Delivery

If the Seller fails to deliver than for reasons outside the fault:

- 7.1 the Seller shall hav
- 7.2 if the Buyer gives w
 Days after the Deli
 <<insert period>> E
 cancel the order an
 of the cost to the B
 of the Goods not de

8. Inspection / Shortage

- 8.1 The Buyer is under or on collection as t
- 8.2 Where the Goods c appropriate shall be
- 8.3 The Seller shall be be apparent on rea are not complied w complaint is not d delivery detailing the
- 8.4 In all cases where under no liability in is supplied to the Smodification is made
- 8.5 Subject to sub-Clau in the Goods and w soon as it is reaso whatsoever arising

9. Risk and Retention of Tit

- 9.1 Risk of damage to d
 - 9.1.1 in the case of when the S collection; or
 - 9.1.2 in the case premises, th

f them on the Delivery Date other ntrol or the Buyer's or its carrier's

of such late delivery if the Seller

within <<insert period>> Business r fails to deliver the Goods within eiving such notice, the Buyer may all be limited to the excess (if any) those not delivered over the price

e to inspect the Goods on delivery

arrier's note or such other note as

damage or shortages that would pection if the terms of this Clause ill be under no liability if a written within <<insert period>> days of rtage.

complained of the Seller shall be n opportunity to inspect the Goods made thereof or any alteration or

ler shall make good any shortage any Goods damaged in transit as erwise shall be under no liability mage.

pass to the Buyer at:

at the Seller's premises, the time that the Goods are available for

ed otherwise than at the Seller's the Buyer wrongfully fails to take delivery of the delivery of the Goods

- 9.2 Notwithstanding de provision of these Goods shall not pa cleared funds paym
- 9.3 [Sub-Clause 9.2 no not pass to the Bupayment in full of the Seller and the Buyahow such indebtedri
- 9.4 Until payment has and Conditions and be in possession of separately and in identifiable as being all reasonable risks.
- 9.5 The Buyer shall no security for any ind of the Seller, but if Seller shall (without forthwith become du
- 9.6 The Seller reserve retains title without the Buyer's premis repossessing the Goods to ensure coof sub-Clause 9.4.
- 9.7 The Buyer's right t legal and beneficial
 - 9.7.1 the Buyer c under these
 - 9.7.2 the Buyer e Insolvency A its creditors;
 - 9.7.3 the Buyer is advantage of debtors;
 - 9.7.4 the Buyer co or compulso administrativ undertakings
 - 9.7.5 any docume administrato
 - 9.7.6 notice of the or any of it defined in pa

h the Seller has tendered delivery

of risk in the Goods, or any other legal and beneficial title to the e Seller has received in cash or

beneficial title to the Goods shall received cash or cleared funds d any other goods supplied by the owed to the Seller, regardless of

in accordance with these Terms ssed to the Buyer, the Buyer shall the Seller, shall store the Goods nent, shall ensure that they are nd shall insure the Goods against

or in any way charge by way of pods which remain in the property noney owing by the Buyer to the r right or remedy of the Seller)

any Goods in which the Seller ably authorises the Seller to enter iness hours for the purpose of er retains title and inspecting the ge and identification requirements

bds in which the Seller maintains

material breach of his obligations

arrangement under Part 1 of the neme or arrangement is made with

t of a bankruptcy order or takes

its creditors, enters into voluntary eceiver, manager, administrator or in respect of its assets or

court for the appointment of an

idministrator is given by the Buyer ilifying floating charge-holder (as B1 of the Insolvency Act 1986); 9.7.7 a resolution up of the Bu of the Buyer

9.7.8 any proceed insolvency o

sented to any court for the winding an administration order in respect

ating to the insolvency or possible

10. Assignment

- 10.1 The Seller may as company.
- 10.2 The Buyer shall not the prior written con

part of it to any person, firm or

e Contract or any part of it without

11. Defective Goods

- 11.1 The provisions of t Clause 12 governin
- 11.2 If on delivery any of the Buyer lawfully r for on delivery "con notice of such defect the Seller shall at its
 - 11.2.1 replace the the Buyer's
 - 11.2.2 refund to the
- 11.3 Notwithstanding the further liability to th not reject the Good set out in sub-Claus
- 11.4 No Goods may be without the prior ag returned which the quality or condition replaced free of chefund or credit to the shall have no furthe
- 11.5 The Seller shall be wear and tear or conditions, failure to writing), misuse or a other act or omission third party.
- 11.6 Subject as express conditions or other the fullest extent pe
- 11.7 Except in respect negligence, or as Seller shall not be li

out prejudice to the provisions of

in any material respect and either efective Goods or they are signed nown" and the Buyer gives written be business days of such delivery.

<insert period>> days of receiving

oods which are defective.

se 11.2 the Seller shall have no fective Goods and the Buyer may d or notice given by the Buyer as

nder the provisions of this Clause Seller. Subject thereto any Goods e supplied subject to defects or arent on inspection shall either be sole discretion, the Seller shall the defective goods but the Seller

ect of any defect arising from fair egligence, subjection to normal uctions (whether given orally or in ithout the Seller's approval, or any yer, its employees, agents or any

ns and Conditions, all warranties, or common law are excluded to

injury caused by the Seller's hese Terms and Conditions, the on of:

11.7.1 any represer

11.7.2 any implied

11.7.3 any duty at d

11.7.4 any duty und

11.7.5 any express

for any of the follow the Goods or their u

11.7.6 direct or co (including, w

11.7.7 costs;

11.7.8 expenses; o

11.7.9 other claims caused by otherwise).

11.8 The Buver shall b instructions as to th or labelling of the compliance with all sale of the Goods given by the Seller The Buver will inde the Seller might su condition.

12. Sale or Return

- 12.1 The provisions of t Clause 11 governin to undamaged Goo or return basis.
- 12.2 For a period of <<i the Buver shall hav authorisation provid
 - 12.2.1 payment in f for the Good
 - 12.2.2 the Returne requiring no material whi packaging;
 - 12.2.3 a returns fo Returned Gd
 - 12.2.4 the Seller sh by the Buye Buyer in the and 12.2.3 a

er term:

r in connection with the supply of

amage sustained by the Buyer rofit, indirect or special loss);

ensation whatsoever (and whether Seller, its servants or agents or

that, except to the extent that ds are contained in the packaging of the Goods by the Buyer is in visions and that the handling and out in accordance with directions ernmental or regulatory authority. any liability, loss or damage which uyer's failure to comply with this

out prejudice to the provisions of rovisions of this Clause apply only es to return to the Seller on a sale

hs>> starting on the Return Date Goods to the Seller without prior

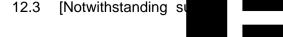
Buyer and received by the Seller ce with Clause 5:

d and are in a saleable condition, rks, labels or any other additional ed to the Returned Goods or their

Buyer and dispatched with the

n to reimburse any sum paid to it to return Returned Goods to the ents of sub-Clauses 12.2.1, 12.2.2

eller may, at its sole discretion,



accept Returned G to the Buyer by reference to the est such damage.]

- 12.4 The cost of returning borne exclusively by
- 12.5 Any and all refunds Seller within <<inse in undamaged and
- 12.6 The Seller shall dis receipt of the Retur by way of reimburs otherwise non-salea

lamaged or marked and shall pay a reduced sum calculated with rned Goods taking account of any

Goods under this Clause shall be

this Clause shall be made by the of receipt of the Returned Goods out in sub-Clause 12.2.2.

eturned goods to the Buyer upon set out the sums due to the Buyer fuctions or set-off for damaged or

13. Risk and Retention of Tit

- 13.1 Risk of damage to dat the time of delivery of the Redelivery of the Retu
- 13.2 Notwithstanding de any other provision the Returned Good received in cash or
- 13.3 Until payment has and Conditions and Seller shall be in poshall store the Retushall ensure that the insure the Returned
- 13.4 The Seller shall no security for any indeproperty of the Buye the Buyer shall (with forthwith become due to the second seco
- 13.5 The Buyer reserves
 Buyer retains title v
 to enter the Seller's
 repossessing the
 inspecting the Retu
 identification require
- 13.6 The Seller's right to maintains legal and
 - 13.6.1 the Seller cunder these
 - 13.6.2 the Seller e Insolvency A its creditors:

oods shall pass back to the Seller the Seller wrongfully fails to take when the Buyer has tendered

of risk in the Returned Goods, or ditions, legal and beneficial title to to the Seller until the Buyer has full for the Returned Goods.

in accordance with these Terms ods has passed to the Seller, the d Goods as bailee for the Buyer, nd in an appropriate environment, ng returned by the Buyer and shall nable risks.

or in any way charge by way of turned Goods which remain in the to all money owing by the Seller to her right or remedy of the Buyer)

any Returned Goods in which the rirrevocably authorises the Buyer business hours for the purpose of ich the Buyer retains title and compliance with the storage and 3.

urned Goods in which the Buyer inate if:

material breach of his obligations

arrangement under Part 1 of the neme or arrangement is made with

13.6.3 the Seller is advantage of debtors;

- 13.6.4 the Seller co or compulso administrativ undertakings
- 13.6.5 any docume administrato
- 13.6.6 notice of the or any of it defined in pa
- 13.6.7 a resolution up of the Se of the Seller
- 13.6.8 any proceed insolvency o

14. Buyer's Default

- 14.1 If the Buyer fails to to any other right or to:
 - 14.1.1 cancel the o
 - 14.1.2 appropriate the goods s the Seller) a appropriation
 - 14.1.3 charge the E amount unp above the ba time until pa full month fo
- 14.2 This Clause 14 app
 - 14.2.1 the Buyer fa is otherwise
 - 14.2.2 the Buyer b voluntary ar Insolvency A or (being a c
 - 14.2.3 an encumbroof the proper
 - 14.2.4 the Buyer ce
 - 14.2.5 the Seller re above is about accordingly.
- 14.3 If sub-Clause 14.2

et of a bankruptcy order or takes rovision for the relief of insolvent

its creditors, enters into voluntary eceiver, manager, administrator or in respect of its assets or

court for the appointment of an

administrator is given by the Seller lifying floating charge-holder (as B1 of the Insolvency Act 1986);

sented to any court for the winding an administration order in respect

ating to the insolvency or possible

e due date then, without prejudice Seller, the Seller shall be entitled

er deliveries to the Buyer;

ne Buyer to such of the Goods (or contract between the Buyer and fit (notwithstanding any purported

re and after any judgment) on the isert percentage>>% per annum e of bank>> Bank plc from time to part of a month being treated as a ng interest).

any of its obligations hereunder or :

dministration order or makes any litors (within the meaning of the lividual or firm) becomes bankrupt ation:

or a receiver is appointed, of any ;

ise, to carry on business; or

hat any of the events mentioned the Buyer and notifies the Buyer

udice to any other right or remedy



available to the Se suspend any furthe Buyer, and if the G become immediate agreement or arrangement.

entitled to cancel the Contract or ontract without any liability to the ed but not paid for the price shall notwithstanding any previous

15. Limitation of Liability

- 15.1 Subject to Clauses financial liability of t its employees and a
 - 15.1.1 any breach
 - 15.1.2 any use ma the Buyer of
 - 15.1.3 any represe negligence a
- 15.2 All warranties, cond (save for the condit are, to the fullest ex
- 15.3 Nothing in these To Seller:
 - 15.3.1 for death or
 - 15.3.2 for any mat attempt to ex
 - 15.3.3 for fraud or f
- 15.4 Subject to sub-Clau
 - 15.4.1 the Seller's to f statutory connection to Contract sha
 - 15.4.2 the Seller sh loss of profi each case v consequenti arise out of

16. Confidentiality, Publication

- 16.1 The Buyer undertak
 - 16.1.1 the Buyer wobtained by Seller and wowthout the shall not appropriate by reason of
 - 16.1.2 the Buyer w any name, ti

ving provisions set out the entire iability for the acts or omissions of spect of:

litions:

ited to modifications) or resale by

ortious act or omission including tion with the Contract.

mplied by statute or common law 12 of the Sale of Goods Act 1979) cluded from the Contract.

cludes or limits the liability of the

the Seller's negligence;

egal for the Seller to exclude or

ion.

ort (including negligence or breach restitution or otherwise, arising in contemplated performance of the act price; and

Buyer for any pure economic loss, etion of goodwill or otherwise, in r consequential, or any claims for bever (howsoever caused) which Contract.

I the Contract and all information business and / or products of the any third party such information ent provided that this undertaking is in the public domain other than

or permit any other person to use mblem or symbol which the Seller



is licensed to website, em printed or el such use sh and (where a

16.1.3 the Buyer w with this Cla

16.2 The provisions of th

17. Notices

- 17.1 All notices under to deemed duly giver authorised officer of
- 17.2 Notices shall be dea
 - 17.2.1 when delive registered m
 - 17.2.2 when sent, return receip
 - 17.2.3 on the fifth ordinary ma

in each case addresto the other Party.

17.3 Communications ad <<insert name>>.

18. Force Majeure

- 18.1 Neither Party to the performing their obles that is beyond the pare not limited to: action, civil unrest, war, governmental Party in question.
- 18.2 The provisions of s
- 18.3 If and when the per months>> then the first agree otherwise

19. No Waiver

The Parties agree that no provision in these Terms subsequently enforce that Conditions. Such failure s

by the Seller upon any premises, g cards, advertisement or other other manner whatsoever unless authorised in writing by the Seller licensors:

ndeavours to ensure compliance agents.

e termination of the Contract.

tions shall be in writing and be giving the notice or by a duly

given:

ier or other messenger (including ss hours of the recipient; or

I and a successful transmission

g mailing, if mailed by national

address or e-mail address notified

all be marked for the attention of

able for any failure or delay in re or delay results from any cause it Party. Such causes include, but Service Provider failure, industrial quakes, acts of terrorism, acts of that is beyond the control of the

ot apply with respect to industrial by the Party so incapacitated.

ceeds <<insert time period e.g. 6 cally terminate unless the Parties

b enforce the performance of any onstitute a waiver of the right to r provision of these Terms and be a waiver of any preceding or subsequent breach and sh

20. Severance

The Parties agree that, in t and Conditions is found to those provisions shall be Conditions. The remainded enforceable.

21. Third Party Rights

A person who is not party pursuant to the Contracts (

22. [Dispute Resolution (Arb

- 22.1 It is agreed that wh Conditions or the Cond
- 22.2 The arbitrator shall shall be appointed England and Wales
- 22.3 The arbitration sh accordance with the of that Act for the tir
- 22.4 The Parties shall p requested by him obligations of confid
- 22.5 The Parties shall render his decision requested or if this practicable. The Pa objective.
- 22.6 The Parties shall s decision of the arbit
- 22.7 [The Parties agree the England and Wales arbitration.]

23. Law and Jurisdiction

- 23.1 These Terms and Wales.
- 23.2 Any dispute between the Contract shall far and Wales.

uing waiver.

e of the provisions of these Terms or otherwise unenforceable, that / ne remainder of these Terms and I Conditions shall be valid and

ave no rights under the Contract ct 1999.

ence relating to these Terms and the Parties that matter shall be tor with appropriate qualifications ular dispute.

or, in the event of failure to agree, time being of the Law Society of

sert location>> and shall be in any re-enactment or modification

bitrator all information reasonably ar dispute, imposing appropriate

use all reasonable endeavours to ng his receipt of the information thereafter as may reasonably be y with the arbitrator to achieve this

ises of the arbitrator equally. The nding upon both Parties.

plication or appeal to the courts of of law arising in the course of the

rned by the laws of England and

these Terms and Conditions and urisdiction of the courts of England