

## STANDARD TERMS & CONDITIONS FOR THE SALE OF GOODS

### 1. DEFINITIONS

- 1.1. 'Buyer' means the person, firm or Company who agrees to buy or buys the goods from the seller.
- 1.2. 'Seller' means Genus Trading Limited of Office 10 Phoenix House, 100 Brierley Street, Bury BL9 9HN
- 1.3. 'Goods' means the goods/materials which the Buyer agrees to purchase from the Seller.
- 1.4. 'Price' means the price for the goods excluding carriage, packing, insurance and VAT.
- 1.5. 'Delivery Date' means the date set out overleaf when the goods are to be delivered by the Seller to the buyer or collected by the buyer.
- 1.6. 'Conditions' means the terms and conditions of sale set out in this document and any other terms and conditions set out underneath.

### 2. TERMS AND CONDITIONS

- 2.1. The terms and conditions set out in this document shall apply in respect of any sale of goods by the Seller to the Buyer and all other terms and conditions including any other terms and conditions which the Buyer may attempt to apply under any confirmation of purchase order or similar document is and shall hereby be excluded.
- 2.2. A variation to these Conditions shall not apply unless agreed in writing to the Seller.
- 2.3. Any order for goods received by the Seller from the Buyer is and shall be deemed to be an offer by the Buyer to purchase goods only under these Conditions.
- 2.4. Once the Buyer has accepted delivery of or collected the goods, the same shall be conclusive evidence of the Buyer's acceptance of these terms and conditions.

### 3. THE GOODS

- 3.1. The amount and description of the goods shall be set out on the invoice.
- 3.2. The Seller may, at its discretion and when it considers it appropriate, alter the specification of the goods/materials provided that such alterations do not materially affect the quality or fitness for the purpose of the goods/materials or such changes may be made by the producer/manufacturer of the goods.
- 3.3. Any and all implied terms, conditions and warranties, so far as the law may allow, relating to the quality and/or fitness for the purpose of the goods/materials (whether made orally or in writing or in any of the Seller's brochures, catalogues or advertisements) are hereby excluded.
- 3.4. Where the Seller has been responsible for any of the specifications and designs in respect of any of the goods/materials then the copyright, design right or any other intellectual property in them, shall at all times remain the property of the Seller.

### 4. PAYMENT OF THE PRICE

- 4.1. The Price shall be the price set out overleaf plus VAT if applicable on the correct rate of the date hereof.
- 4.2. Payment of the Price and VAT shall be made within 30 days of the invoice and time for payment shall be of the essence.
- 4.3. If the Buyer shall fail to make payment on the due date. When without prejudice to any of the Seller's other rights. the Seller may:
  - 4.3.1 Cancel or cease deliveries of any other goods due to the Buyer and/or
  - 4.3.2 Appropriate any other monies made paid by the Buyer to the Seller (in respect of any other contract) to such of the goods (or goods supplied under any other contract with the Buyer) as the Seller may in its discretion think fit.
- 4.4. If this invoice shall become overdue, interest shall accrue from the date when payment was due to be made on a day by day basis until the date of actual payment at a rate of 2.00% above HSBC base rate from time to time in force and shall continue to accrue at sum a rate after as well as before any judgement.
- 4.5. The price or prices quoted overleaf are inclusive of the costs of carriage and packaging.

### 5. DELIVERY

- 5.1. The goods shall be delivered to the Buyer's address on the date specified for delivery or loaded onto the buyers arranged transport. The Buyer shall make any arrangements that may be necessary to take delivery of, or collection of the goods whenever they are tendered by the Seller for delivery/collection.
- 5.2. The Seller shall not be liable for any loss or damage whatsoever whether failure by the Seller to deliver the goods (or any of them) on the Delivery Date or at all.
- 5.3. Even if the Seller shall have delayed or failed to deliver the goods (or any of them) on the delivery date, the buyer shall accept delivery and pay for the goods in full provided that delivery shall be tendered at any time before the buyer shall have made time for delivery of the essence of the Contract.

### 6. WARRANTIES AND LIABILITY

- 6.1. The Seller warrants that the goods will at the time of delivery correspond to the description given by the Seller. Any and all other conditions of the goods and whether implied by statute or common law or otherwise are excluded to the extent allowed by the law.

### 7. ACCEPTANCE

- 7.1. The Buyer shall be deemed to have accepted the goods 1 day after delivery to the Buyer.
- 7.2. After having accepted the goods the Buyer shall not be entitled under any circumstances to reject the goods except if they are not in conformity with the contract.
- 7.3. If the Buyer shall properly reject any of the goods within the time stipulated in clause 7.1, which are not in accordance with the contract, the buyer shall return such goods at the Buyer's cost to the Seller before the date when payment of the price is due, failing which, the buyer will remain liable to the Seller for the full cost of the goods.

### 8. TITLE AND RISK

- 8.1. Title to the goods/materials shall not pass from the Seller to the Buyer until the Seller shall have been paid the Price plus VAT in full together with any other sums which shall be due from the Buyer to the Seller under this Contract or any other contract including the costs incurred in the transport, shipping and insurance of the goods/materials
- 8.2. Until title in the goods shall have passed to time Buyer, the Buyer shall hold the goods/materials and each and any of them as bailee for the Seller and on a fiduciary basis only. The Buyer shall keep the goods properly marked and identifiable separate from all other goods in its possession.
- 8.3. The Seller shall notwithstanding that title may not have passed to the Buyer nevertheless be entitled to recover title price plus VAT from the Buyer.
- 8.4. 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 notwithstanding the fact that they remain the property of the Seller. Any sale or dealing before title shall have passed to the buyer shall be a sale by the Buyer with the Buyer dealing as principle when such sale or dealings are made. The Buyer shall keep the entire proceeds of sale or otherwise of the goods in trust of the Seller and shall not be mixed with other money or paid into any overdrawn bank account of the Buyer until title shall have passed and shall at all material times identified as the Seller's money.
- 8.5. The Buyer shall not charge by way of security for any indebtedness of the Buyer any of the goods in respect of which title has not passed to the Seller. If the Buyer shall do so, all sums then owing from the Buyer to the Seller shall forthwith become due and payable without prejudice to Any of the Seller's other rights and remedies.
- 8.6. The Buyer shall upon the request of the Seller shall deliver up such of the goods remaining in the possession of the Seller at any time before title shall have passed to the Buyer. If the Buyer shall fail 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.
- 8.7. The Buyer shall insure and keep insured the goods for time full price in respect of all risks to the reasonable satisfaction of the Seller until such date that title in the goods shall have passed from the Seller to the Buyer and shall, when requested by the Seller to do so, produce a copy of such policy of insurance. If the Buyer shall fail to do so, any sum then due and owing by the Buyer to the Seller, shall forthwith become due and payable.
- 8.8. The Seller does not deal in or accept in lieu of payment in full or part PRNs (Packaging Recovery Notes) except when agreed in writing and signed by both parties. All goods are sold by the seller to the buyer at the agreed price on the seller's sale confirmation except when the material is subject to a claim agreed by the Seller and Buyer.
- 8.9. Risk shall pass on delivery of the goods.

### 9. REMEDIES

- 9.1. The Seller shall have no liability to the Buyer whatsoever in respect of any loss or expense (including loss or profit) whether direct or indirect suffered by the Buyer arising out of a breach by the Seller of this Contract.
- 9.2. Within 1 day of delivery, the Buyer shall inspect the goods and notify the Seller of any alleged damage, defects, failure to comply with the description or sample or shortness in quantity. The Buyer shall return them to the Seller forthwith following delivery and before any use is made of them. If the Buyer shall fail to comply with these provisions, the Buyer shall have been deemed to have accepted the goods.
- 9.3. Any warranties and Conditions which may be implied to statute or otherwise are to the extent allowed by the law are excluded from this Contract provided that nothing in this Contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the Statutory Rights of a Buyer dealing as a customer/.

### 10. FORCE MAJEURE

- 10.1 Neither party shall be liable for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

### 11. LAW

- 11.1. This Contract is subject to the Law of England and Wales.
- 11.2. All disputes arising out of this Contract shall be subject to the jurisdiction of the Courts of England and Wales.

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