1. Application of Conditions

1.1 No contract for the sale of the Goods shall be concluded except upon the terms and conditions stipulated in these Conditions. Any representation, statement or other information given by the Seller in writing, orally or by any other means which is inconsistent with these Conditions shall be disregarded.

1.2 In these Conditions:

- “business Day” means any day other than a Saturday, Sunday or bank holiday;
- “the Buyer” means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;
- “the Conditions” means the terms and conditions of sale of the Goods which are set out below;
- “the Goods” means the standard goods of the type specified in the Buyer’s quotation or order and which are to be delivered by the Seller to the Buyer;
- “the Seller” means Batten and Allen Ltd, a limited company incorporated in England, whose registered office is at 123 Business Park, City, Country.

2. Price, Payment and Delivery

2.1 The price of the Goods shall be the price agreed in writing by the Seller and the Buyer.

2.2 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Buyer’s specification, which do not fundamentally alter the Goods.

2.3 No order which has not been accepted by the Buyer may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including all costs of labour and expense) and other resulting damage.

3. Risk and Property

3.1 Risk transfers to the Buyer as soon as the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods to the Buyer.

3.2 The property in the Goods shall pass to the Buyer when the Seller has delivered them to the Buyer.

3.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Buyer’s specification, which do not fundamentally alter the Goods.

4. Orders and Specifications

4.1 The specification for the Goods shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller’s authorised representatives.

4.2 The specification for the Goods shall be set out in the Buyer’s sales documentation in respect of the Contract. The Seller shall only supply the goods in the minimum units (or multiples) stated in the Buyer’s documentation.

5. Warranty

5.1 The Seller warrants that the Goods supplied by the Seller will be free from any defect in materials and workmanship for a period of twelve months from delivery or (as the case may be) the Seller has tendered delivery of the Goods to the Buyer.

5.2 The warranty shall be limited to the repair or replacement of the Goods or other parts of the Goods which the Seller determines in its sole discretion to be defective.

5.3 The Seller’s liability under this warranty is subject to the following conditions:

(a) that the Goods have been properly stored, handled, installed, used and maintained in accordance with the Seller’s instructions;
(b) that the Goods have been properly inspected and tested by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential loss whether in contract, tort (including negligence), statutory liability or otherwise relating to the sale of the Goods.

7.3 The Buyer shall have no right of cancellation in respect of any order for goods or services which have been tested in accordance with the Seller’s tests.

7.4 The Seller shall have no liability in respect of any damage which the Seller might suffer as a result of the Buyer’s failure to comply with this Condition.

8. Risk of damage to or loss of the Goods shall pass to the Buyer when:

8.1 risk of damage to or loss of the Goods shall pass to the Buyer on the date of completion of the Seller’s performance, the time when the Seller notifies the Buyer that the Goods are available for collection; or

8.2 the Goods are shipped by the Seller to the Buyer, the risk of damage to or loss of the Goods shall pass to the Buyer.

9. Seller’s Default

9.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

(a) cancel the order or suspend any further deliveries to the Buyer;
(b) charge the Buyer interest (before and after any judgement) on the amount unpaid, at a rate of two per cent per annum above National Westminster Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month), on any amount until paid;
(c) retain and sell in any manner whatsoever all or any part of the Goods for the account of the Buyer;
(d) if the Seller has not already done so, reject any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. Waiver

10.1 The waiver by the Seller that at the time that they leave the premises of the Company all goods correspond with their specification and are free from defect in material and workmanship (within the agreed specification(s)) provided that the Company’s liability under this warranty is subject to the following conditions:

(a) that the Goods have been properly installed, used and maintained in accordance with the Seller’s instructions;
(b) that the Goods have been properly inspected and tested by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential loss whether in contract, tort (including negligence), statutory liability or otherwise relating to the sale of the Goods.

11.2 All payments are to be made to the Seller in Pounds Sterling, or in any currency agreed between the Buyer and the Seller, as to which nothing is indicated on the agreement of acceptance or invoice issued by the Seller.

12.1 The Buyer undertakes to the Seller that:

(a) all information which is in the public domain other than by reason of the Buyer’s default;
(b) the Buyer will not use or grant any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any previous note paper visits advertising or other advertising purposes, in such usual such cases has been previously authorized in writing by the Seller and (where appropriate) its license;
(c) the Seller will use all reasonable endeavours to ensure compliance with this document and (unless the context otherwise requires) includes any communications affected by a fax, mail, telecommunication or any comparable means.

13. General

13.1 Any notice or permitted risk may be given to either by either of the parties in accordance with these Conditions shall be written addressed to the other party at its registered office or principal business place of business or such other address as may at the relevant time have been notified in writing to the other party.

13.2 The Contract shall be governed by the laws of England.