

## ISEDIO LIMITED – TERMS AND CONDITIONS OF SALE

1. **Definitions**
  - 1.1 In these conditions, unless the context requires otherwise:
    - 1.1.1 **'Buyer'** means the person or company who buys or agrees to buy the goods from the Seller;
    - 1.1.2 **'Conditions'** means the terms and conditions of sale set out in this document and any special terms and conditions agreed in Writing by the Seller;
    - 1.1.3 **'Contract'** means a contract for the sale by the Seller to the Buyer of the Goods;
    - 1.1.4 **'Delivery Date'** means the date specified by the Seller when the goods are to be delivered;
    - 1.1.5 **'Goods'** means the articles which the Buyer agrees to buy from the Seller;
    - 1.1.6 **"Intellectual Property Rights"** means patents, copyrights, registered and unregistered designs, registered and unregistered trade and service marks and other industrial or intellectual property rights of any kind owned or used by the Seller in respect of the Goods.
    - 1.1.7 **'Price'** means the price for the Goods excluding carriage, demurrage, clearance charges, packing, insurance, VAT, duties and other taxes; and
    - 1.1.8 **'Seller'** means **Isedio Limited** (company number 07025519)
    - 1.1.9 **'Writing'** and any similar expression includes facsimile transmission and electronic mail.
2. **Conditions Applicable**
  - 2.1 **These Conditions shall apply to all Contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or 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.
  - 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
  - 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in Writing by the Seller.
  - 2.5 No Contract shall come into existence until the earliest of the Seller's quotation being accepted by the Buyer or the Buyer's order being accepted by the Seller.
3. **Price and Payment**
  - 3.1 The Price shall be the Seller's quoted price subject to the Seller's right to increase the Price pursuant to clause 3.2. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
  - 3.2 The Seller reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
  - 3.3 Payment of the Price and VAT shall be due within 30 days of the end of month following the date of the invoice when the Buyer has previously negotiated credit facilities with the Seller otherwise payment of the Price is due before the Goods are manufactured or if agreed at order stage before the Goods are despatched.
  - 3.4 **Time for payment shall be of the essence of the contract. If any sum payable under the contract is not paid on the due date then, without limiting any other right of remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries to the Buyer and/or charge the Seller interest (both before and after any judgment) on the amount unpaid at the rate of 4% per annum above Lloyds Bank plc base rate in force until payment is made in full. Such interest shall be paid on demand. In addition, any discount given to the Buyer may be withdrawn.**
  - 3.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
4. **Additional Remedies for Late Payment**
  - 4.1 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may:
    - 4.1.1 suspend or cancel deliveries of any Goods or other articles due to the Buyer; and/or
    - 4.1.2 appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other Contract with the Buyer) as the Seller may in its sole discretion think fit.
5. **The Goods**
  - 5.1 The Goods shall be supplied in accordance with the description contained in the Seller's quotation.
  - 5.2 The Seller may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.
  - 5.3 Any contractual description of the Goods by the Seller relates to the identity of the Goods but only if it relates to a central characteristic of the Goods or to a substantial ingredient in their identity.
6. **Delivery of the Goods**
  - 6.1 The Goods are delivered to the Buyer when the Seller makes them available to the Buyer or its agent or any carrier at the Seller's premises or other delivery point agreed by the Buyer.
  - 6.2 It shall be the Buyer's responsibility to provide unloading facilities and to unload the Goods from the delivery vehicle. The Seller will not accept responsibility for any damage caused to the Goods during the unloading process.
  - 6.3 Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
  - 6.4 Any dates quoted by the Seller for the delivery of the Goods are approximate only and shall not form part of the Contract and the Buyer acknowledges that in the performance expected of the Seller no regard has been paid to any quoted Delivery Dates. Notwithstanding the foregoing, the Seller will use all reasonable endeavours to adhere to any quoted Delivery Date.
  - 6.5 The Seller may deliver to the Buyer and the Buyer shall accept in satisfaction of the Contract a lesser number than the number of Goods ordered. For the avoidance of doubt the Buyer shall only be obliged to pay for such of the Goods that are delivered. The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

- 6.6 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 1 month of the Delivery Date.
- 6.7 If the Buyer fails to take delivery of the Goods on the Delivery Date or fails to provide any instructions or documents required to enable the Goods to be delivered on the Delivery Date, the Seller shall be entitled, upon giving written notice to the Buyer, to store or arrange for storage of the Goods, and then risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising.
7. **Acceptance of the Goods**
- 7.1 The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer and the Buyer must notify to the Seller any loss or damage to the Goods within this period of time.
- 7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the Contract.
8. **Seller's Retention of Property Clause**
- 8.1 The Goods shall be at the Buyer's risk as from delivery.
- 8.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until:
- 8.2.1 the Buyer shall have paid the Price plus VAT in full; and
- 8.2.2 no other sums whatever shall be due from the Buyer to the Seller.
- 8.3 Until property in the Goods passes to the Buyer in accordance with clause 8.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- 8.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller 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. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.
- 8.5 The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller.
- 8.6 Until such time as property in the Goods passes from the Seller to the Buyer, the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails 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. On the making of such request the rights of the Buyer under clause 8.4 shall cease.
- 8.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 8.8 The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
9. **Warranty**
- 9.1 The Seller warrants that the Goods will be free from defects in material and workmanship for a period of 12 months from the date of delivery.
- 9.2 The warranty given by the Seller is unavailable where:
- 9.2.1 The defect in the Goods arises from any drawing, design or specification supplied by the Buyer;
- 9.2.2 The defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (including installation, cleaning and maintenance instructions), misuse or alteration or repair of the Goods without the Seller's approval;
- 9.2.3 Where the Price has not been paid by the due date.
- 9.2.4 Where the defect appears in materials or equipment not manufactured by the Seller the Buyer shall only be entitled to the benefit of any warranty or guarantee given by the manufacture to the Seller.
- 9.3 The Seller does not give any warranty that the Goods are fit for any particular purpose and the warranty given is in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law.
- 9.4 Where the defect would be apparent on inspection, the Buyer must notify the Seller in writing of the defect within 7 days of delivery. For all other defects, notification must be made within 14 days of delivery. The Buyer shall not be entitled to withhold payment of the Price whilst any claim is being investigated by the Seller.
- 9.5 Where no such notification is received, the Goods shall be deemed to have been accepted by the Buyer in good condition and in accordance with the Contract.
- 9.6 Where a valid claim under the warranty is notified to the Seller in accordance with this condition, the Seller may replace the Goods (or the parts in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the Price (or a proportion of the Price) in which case the Seller shall have no further liability to the Buyer.
- 9.7 Goods replaced under the warranty are subject to the original 12 month warranty period and do not obtain a new warranty period merely by virtue of having been supplied by the Seller under its warranty obligations.
- 9.8 Ownership of the Goods and/or any faulty or defective parts shall revert to the Seller upon replacement.
10. **Liability**
- 10.1 Except in respect of injury to or death of any person (for which no limit applies) the liability of the Seller under the Contract in respect of each event or series of connected events shall not exceed the Price.
- 10.2 Notwithstanding anything else contained in the Contract, the Seller shall not be liable to the Buyer for loss of profits or contracts or any indirect or consequential loss arising from negligence, breach of contract or howsoever.
11. **Intellectual Property**
- 11.1 The Buyer agrees that it will not copy or commercially exploit the Intellectual Property Rights for its own use or that of any third party.
- 11.2 The Buyer acknowledges that the Intellectual Property Rights remain vested in the Seller notwithstanding the Contract.
- 11.3 The Buyer shall notify the Seller if it becomes aware of any infringement of the Intellectual Property Rights.
12. **Import or Export Licences and other Formalities**
- 12.1 The Buyer shall promptly obtain all necessary import or export licences, clearances and other consents necessary for the purchase of the Goods. The Seller shall upon request supply all documents reasonably required by the Buyer for this purpose.
13. **Proper Law of Contract**
- 13.1 This Contract shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts

14. **Contracts (Rights of Third Parties) Act**
- 14.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract and nothing in this Contract shall confer or purport to confer on or operate to give any third party any benefit or any right to enforce any term of this contract except as expressly provided in this Agreement.
15. **Insolvency of Buyer**
- 15.1 This clause 15 applies if:
- 15.1.1 the Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 15.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 15.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
- 15.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 15.2 If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
16. **General**
- 16.1 These Conditions constitute the entire agreement between the parties with respect to the subject matter of this agreement.
- 16.2 A notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its Registered Office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 16.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.4 If any provision of the Contract is held by a Court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 16.5 The Buyer may not cancel, assign or in any way part with the benefit of the Contract.

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