

## TERMS AND CONDITIONS FOR THE SALE OF GOODS

### 1. Definitions

<b>Buyer</b>	the person who buys or agrees to buy the goods from the Seller.
<b>Conditions</b>	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
<b>Goods</b>	the articles which the Buyer agrees to buy from the Seller.
<b>Price</b>	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
<b>Seller</b>	means Cotton Smiles Ltd of 22 Camerton Road, Bristol.

### 2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of an authorised representative of the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

### 3. Price

The Price shall be the price quoted by the Seller. Unless otherwise stated on the quotation, the Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

### 4. Payment and Interest

- 4.1 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice, unless otherwise stated on the quotation.
- 4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

**5. Goods**

The quantity and description of the Goods shall be as set out in the Seller's quotation.

**6. Quantity variation**

The Seller shall be deemed to have fulfilled the contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and the Buyer will be charged at the contract rate for the quantity delivered.

**7. Warranties**

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order. Except where the Buyer is dealing as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods are excluded.

**8. Delivery of the Goods**

8.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

8.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

8.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.

8.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

**9. Acceptance of the Goods**

8.1 The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer.

8.2 The Buyer shall carry out a thorough inspection of the Goods within 48 hours of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.

8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

**10. Title and risk**

- 10.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 10.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 10.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 10.4 The Seller may at any time before title passes and without any liability to the Buyer:
  - 10.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
  - 10.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 10.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

**11. Carriage of Goods**

Carriage will be chargeable on all sales, unless otherwise stated in the quotation. This will be at cost rate, unless otherwise stated in the quotation.