



**Unit 3 Denman Court
Quarry Hill Industrial Park
Ilkeston, Derbyshire DE7 4RA**

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STANDARD CONDITIONS OF SALE

- 1 Interpretation
In these Conditions:
 - 'CUSTOMER' means the person who accepts a quotation of the Seller for the supply of the Services or for the purchase and supply of Goods.
 - 'GOODS' means the Goods (including any installation of the Goods or parts for them) which the Seller is to supply in accordance with these Conditions.
 - 'SELLER' means Optimation Ltd of Unit 3 Denman Court, Quarry Hill Industrial Park, Ilkeston, DE7 4RA
 - 'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Seller.
 - 'CONTRACT' means the contract for the purchase and sale of the goods.

- 2 Basis of the sale
 - 2.1 The seller shall sell and the Customer shall purchase the Goods in accordance with these terms.
 - 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and the Seller.

- 3 Orders and Specifications
 - 3.1 No order submitted by the Customer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.
 - 3.2 The Customer shall be responsible to the Seller for ensuring the accuracy of the terms of any order, submitted by the Customer, and for giving the Seller any necessary information within a sufficient time to enable the Seller to perform the Contract within its terms.
 - 3.3 The Goods shall be those set out in the Seller's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Seller).
 - 3.2 No order which has been accepted by the Seller may be cancelled by the Customer except with the agreement in Writing of the Seller and on terms that the Customer shall indemnify the Seller in full against loss (including loss of profit), damages, charges and expenses incurred by the Seller as a result of cancellation.

- 4 Price of the Goods
 - 4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time, they may be altered by the Seller without giving notice to the Customer.
 - 4.2 Except as otherwise stated under the terms of any quotation, or in any price list of the Seller, and unless otherwise agreed in Writing between the Customer and the Seller, all prices are given by the Seller on an ex works basis.
 - 4.3 The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Seller.

- 5 Terms of Payment
 - 5.1 Subject to any special terms agreed in Writing between the Customer and the Seller, the Seller shall be entitled to invoice the Customer for the price of the Goods on delivery or collection.

- 5.2 The Customer shall pay the price for the Goods without deduction within 30 days of the date of the Seller's invoice, notwithstanding that collection may not have taken place. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.3 If the customer 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:
- 5.3.1 cancel the contract or suspend any delivery of Goods to the Customer
 - 5.3.2 exercise the statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998.
 - 5.3.3 charge the Customer an administration fee of £100 + VAT in the event that the Customer fails to make payment in full on the due date.
- 6 Collection/Delivery
- 6.1 Collection or delivery of the Goods shall be made by the Customer collecting the Goods at the Seller's premises following notification by the Seller that the Goods are available for collection.
- 6.2 Any dates quoted for collection of the goods are approximate only and the Seller shall not be liable to the Customer for any delays howsoever caused. Time for collection or delivery shall not be of the essence of the contract unless previously agreed by the Seller in Writing.
- 6.3 If the Seller fails to supply the Goods for any reason other than any cause beyond the Seller's reasonable control or the Customer's fault, and the Seller is accordingly liable to the Customer, the Seller's liability shall be limited to the cost to the Customer of the price of the Goods.
- 6.4 If the Customer fails to provide adequate delivery instructions or to collect the Goods then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 6.4.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
 - 6.4.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.
- 6.5 Any defects shall be reported to the Seller in writing within 7 days of delivery or collection.
- 7 Risk and Property
- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer:
- 7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Customer that the Goods are available for collection; or
 - 7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Seller has received in cash, or cleared funds the payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Customer for which payment is then due.
- 7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Seller's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.
- 7.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Customer to deliver up the Goods to the Seller and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored, and repossess the Goods.
- 7.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Customer does so, all monies owing by the Customer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 8 Warranties and liability
- Save in the case of death or personal injury, all warranties, conditions and representations in respect of the Goods are hereby expressly excluded and the Seller shall not be liable for any loss, injury or damage arising directly or indirectly from the use, application or storage of the

Goods. Without prejudice to the above, the Seller will be prepared to consider claims concerning the quality of the Goods by the Customer (or Customer's agent) and are limited to the invoice value of the Goods.

- 9 Insolvency of the Customer
- 9.1 This clause applies if:
- 9.1.1 the customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (other than for the purposes of amalgamation or reconstruction); or
- 9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- 9.1.3 the Customer ceases, or threatens to cease to carry on business; or
- 9.1.4 the Customer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 9.2 This clause applies then, without any prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract, or suspend any further work under the Contract without any liability to the Customer, and if the Goods have been delivered/collected but the Customer has not paid then the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 10 General
- 10.1 Any 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.
- 10.2 No waiver by the Seller of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 10.4 Any dispute arising under or in connection with these Conditions or the sale shall be referred to a mediator to be agreed by the parties and in default to be nominated by the ADR Group and the parties agree to use their best endeavours to resolve any such dispute by mediation before the court proceedings are started.
- 10.5 Carriage will be charged unless specified to the contrary.
- 10.6 The Seller reserves the right by notice given at any time before delivery to vary the price of the Goods if after the date hereof, there is any increase or decrease in the total cost of such Goods to the Seller arising from any cause beyond the Seller's control.
- 10.7 Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of the Contract.
- 10.8 The Customer may not cancel the Contract without the Seller's written consent. No returns will be accepted without written authorisation from a representative of the Seller. Goods returned to the Seller without such authorisation will be returned carriage forward.
- 10.9 The Seller may, without prejudice to its other rights and remedies, terminate the Contract if either there shall be any breach by the Customer of any term or condition hereunder or the financial responsibility of the Customer shall, in the opinion of the Seller, become impaired or unsatisfactory.
- 10.10 The Contract shall be governed by the laws of England.

I confirm having received a copy of Standard Conditions of Sale from
Optimation Ltd

Signed _____ Print name: _____

On behalf of (company): _____