STANDARD CONDITIONS

1 Definitions and interpretation
1.1 In these Conditions the following words shall have the following meanings:-
1.1.1. 'Business Day' means a day on which banks are open for business in England;
1.1.2. 'Buyer' means the person who buys or agrees to buy Goods and/or Services from the Seller;
1.1.3. 'Conditions' means the terms and conditions of sale and/or supply set out in this document and any special terms and conditions agreed in Writing by the Seller;
1.1.4 'Contract' means the contract between the Seller and Buyer for the sale and purchase of Goods and/or the supply of Services detailed in the Specification to which these Conditions relate;
1.1.5 'Goods' means the items (including any instalment of the items or any parts for them) which the Buyer agrees to buy from the Seller under the Contract;
1.1.6. 'Price' means the price for the Goods (ex works) and/or the Services excluding VAT, carriage, Special Packaging and insurance;
1.1.7. 'the Project' means the supply of the Goods and the Services together, where the Services include the installation of the Goods by the Seller at the installation site(s) stated in the quotation of the Seller or otherwise agreed between the Seller and the Buyer in Writing:
1.1.8 ' RoHS Regulations' means:
(a) in the case of the UK, The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations made by the UK Government to transpose Directive 2002/95/EC of the European Parliament and of the Council on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (' the Directive'); and
(b) in the case of any other member state of the EC, the applicable legislation adopted by that country to transpose the Directive;
1.1.9. 'Seller' means CTG Ltd. whose registered office address is at Longbeck Road, Marske, Cleveland TS11 6HQ, England;
1.1.10. 'Services' means the services which the Buyer agrees to buy from the Seller under the Contract;
1.1.11. 'Special Packaging' means any additional packaging provided by the Seller for Goods, at the Buyer's specific request in addition to the Seller's standard packaging;
1.1.12. 'Specification' means the specification of the Goods and/or Services contained or referred to in any quotation of the Seller or otherwise agreed between the Seller and the Buyer in Writing;
1.1.13. "VAT" means value added tax and any other relevant taxes/levies and impositions at the rate prevailing at the date of the Seller's invoice;
1.1.14. 'Writing' includes facsimile transmission, electronic mail (e-mail) transmission and comparable means of communication.
1.2 The headings in these Conditions are for convenience only and shall not affect either their interpretation and/or the construction of the Contract.
1.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted and/or consolidated at the relevant time.
2 Conditions applicable
2.1 These Conditions shall apply to all contracts for the sale of Goods and/or the supply of Services 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 Al orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services pursuant to these Conditions.
2.3 Acceptance of delivery of the Goods and/or Services 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 The Seller's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.
2.6 Any advice or recommendation given by the Seller or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
3 Orders and specifications
3.1 No order submitted by the Buyer in excess of £500.00 excluding VAT shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller.
3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy and completeness of the terms of any order for Goods and/or Services (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods and/or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
3.3 The specification of the Goods and/or Services shall be in accordance with the Specification and the quantity, quality and description of the Goods and/or Services shall be those stated in any quotation of the Seller or otherwise agreed between the Seller and the Buyer in Writing.
3.4 Where the Buyer specifies a particular component or components for the Goods, the Seller reserves the right to specify the supplier of such component or components.
3.5 Subject to Subject to clause 13.11 below, Goods manufactured by the Seller shall be in accordance with applicable European Standards which relate specifical y to them.
3.6 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against al loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
3.7 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 material y affect the quality or fitness for purpose of the Goods stated in any quotation of the Seller or otherwise.
3.8 The Buyer shall ensure that the Goods are used and maintained strictly in accordance with the Seller's instructions particularly in order to ensure the safe use of the Goods and the prevention of damage to the Goods.
3.9 The Seller may cancel the Contract at any time before the Goods and/or Services are delivered by giving notice in Writing to the Buyer. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.
3.10 The Buyer may not cancel the Contract except with the agreement in Writing of the Seller and upon such terms as the Seller shall specify and which shall, in any event, include a requirement that the Buyer shall pay to the Seller a sum which is equivalent to not less than fifty per cent of the Price.
4 Price of the Goods and/or Services
4.1 The Price shall be the Seller's quoted price.
4.2 The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
4.3 All prices quoted are valid for 30 days after which time they may be withdrawn or altered by the Seller without giving notice to the Buyer
4.4 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to the Seller which is due to any factor or factors occurring after the making of the Contract including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of taxes and duties, increases in manufacturers prices, increase in the costs of labour, materials and other manufacturing costs, 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.
5 Terms of Payment
5.1 Except as otherwise stated in any quotation of the Seller or otherwise agreed between the Seller and the Buyer in Writing, the Seller shall be entitled to invoice the Buyer for the Price (plus VAT, the costs of carriage, insurance, and any Special Packaging) on the date of dispatch of the Goods by the Seller, or (if the Buyer is to collect the Goods) at any time after the Seller notifies the Buyer that the Goods are ready for collection and/or for the Price for the Services (plus VAT) on the date of completion of the provision of the Services.
5.2 Except as otherwise stated in any quotation of the Seller or otherwise agreed between the Seller and the Buyer in Writing payment of the Price (plus VAT, costs of carriage, insurance and Special Packaging) shall be due within 30 days of the date of the Seller's invoice.
5.3 Time for payment of the Price (plus VAT, the costs of carriage, insurance and Special Packaging) shall be of the essence
5.4 The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any reason whatever.
5.5 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 in its absolute discretion:-
5.5.1 suspend and/or cancel any further deliveries of the Goods and/or Services due to the Buyer; and/or
5.5.2. appropriate any payment made by the Buyer to such of the Goods and/or Services supplied under the Contract or under any other contract with the Buyer as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and/or
5.5.3. charge the Buyer interest, which shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 3% above Barclays Bank plc's base rate from time to time in force and which shall accrue at such a rate after as well as before any judgment.
5.6 If the Buyer fails to make any payment on the due date in respect of any other contract for the sale and purchase of Goods and/or Services between the Seller and the Buyer the Price (plus VAT, the cost of carriage, insurance and Special Packaging) shall immediately become due and payable to the Seller notwithstanding any provision to the contrary contained in these Conditions.
6 Delivery of Goods and/or Services
6.1 Delivery of Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed to by the seller in Writing, by the Seller delivering those Goods to that place.
6.2 The Buyer shall make al arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
6.3 Any dates quoted for delivery of the Goods and/or Services are approximate only and the Seller shall not be liable for any delay in delivery of the Goods and/or Services however caused.
6.4 Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing.
6.5 The Goods and/or Services may be delivered by the Seller in advance of any quoted delivery date upon the Seller giving reasonable notice to the Buyer.
6.6 The Buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
6.6.1. such discrepancy in quantity shall not exceed 5 % in the case where the Goods comprise quantities in excess of 100 items or 10% in the case where the Goods comprise quantities in excess of 1000 items;
6.6.2. the Price shall be adjusted on a pro rata basis in order to take account of any such discrepancy.
6.7 The Seller may deliver the Goods and/or Services by separate instalments. Where the Goods and/or Services are to be delivered in instalments:-
6.7.1. each separate instalment shall be invoiced and paid for in accordance with these Conditions as if it was the subject of a separate contract; and
6.7.2. the failure of the Buyer to pay for any one or more of the said instalments of the Goods and/or Services on the due dates shall entitle the Seller in its absolute discretion:-
6.7.2.1.without notice to suspend further deliveries of the Goods and/or Services pending payment by the Buyer; and/or
6.7.2.2.to treat this Contract as repudiated by the Buyer.
6.8 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
6.8.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
6.8.2. sell the Goods at the best price readily obtainable and (after deducting al reasonable storage and selling expenses) account to the Buyer for the excess over the Price or charge the Buyer for any shortfall below the Price.
6.9 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods and/or Services (or any of them) promptly or at all.
6.10. Notwithstanding that the Sell er may have delayed or failed to deliver the Goods and/or Services (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods and/or Services in full provided that delivery shall be tendered at any time within 3 months of the Delivery Date.
7 Buyer's responsibilities
7.1 The Buyer will provide the Seller with such information as the Seller shall reasonably require in order to enable the Seller to undertake the Project.
7.2 The Buyer shall be responsible for ensuring that all such information is accurate and complete in all material respects.
7.3 The Buyer will provide, free of charge, al such facilities as the Seller shall reasonably require in order to undertake the Project including (without limitation) al electric power, lighting, heating and compressed air.
7.4 Unless stated in the quotation of the Seller or otherwise agreed between the Seller and the Buyer in Writing, the Buyer shall be responsible for:
7.4.1. ensuring that any equipment, communications links, computer programs, apparatus and other materials ("the Buyer's Equipment") to be connected to the Goods are compatible with the Goods, properly instal ed and are sufficient and suitable for the Buyer's intended purpose; and
7.4.2. any installation of cabling and other conducting media (using industry standard connections) required in order to connect the Goods to the Buyer's Equipment.
8 Seller's responsibilities
Unless stated in any quotation of the Seller or otherwise agreed between the Seller and the Buyer in Writing, the Seller will not have any responsibility to the Buyer in respect of : -
8.1. the installation and/or commissioning of the Goods;
8.2. the provision of any instruction or training in relation to the operation of the Goods (including any computer programs); or
8.3. the provision of maintenance support for the Goods.
9 Export
9.1. Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 9 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.
9.2. The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.
9.3. Except as otherwise stated in any quotation of the Seller or otherwise agreed between the Seller and the Buyer in writing payment of all amounts due to the Seller shall be made in accordance with clause 5.
9.4. Where the Seller agrees for the Price to be payable otherwise than in sterling in the United Kingdom:
9.4.1. the Buyer shall be liable to pay al bank charges for collection and/or conversion into sterling; and
9.4.2. the Price which shall be payable in sterling shall be computed by reference to the rate of exchange ruling in London on the date of receipt by the Seller of the Price.
10 Risk and property
10.1. Risk of damage to or loss of the Goods shall pass to the Buyer:-
10.1.1. in the case of Goods to be collected from the Seller's premises, at the time of collection; or
10.1.2. in the case of Goods to be delivered to the Buyer, at the time of delivery; or
10.1.3. if the Buyer wrongful y fails to collect and/or take delivery of the Goods, at the time when the Seller has tendered delivery of the Goods.
10.2. Risk of damage to or loss of any parts, materials or equipment ("free issue") shall remain with, or pass to, the Buyer where such parts, materials or equipment are received from the Buyer or a third party on behalf of the Buyer into the Seller's stock.
10.3. In spite of delivery having been made, property in the Goods shall not pass from the Seller until:
10.3.1. the Seller has received in cash or cleared funds payment of the Price (plus VAT, costs of carriage, insurance and Special Packaging) in full for the Goods and/or Services and all other goods and/or services agreed to be sold and/or supplied by the Seller to the Buyer (whether under Contract or under any other contract between the Seller and the Buyer) for which payment is then due; and
10.3.2. no other sums whatever shall be due from the Buyer to the Seller.
10.4. Until property in the Goods passes to the Buyer in accordance with clause 10.2 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.
10.5. 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 al material times identified as the Seller's money.
10.6. The Seller shall be entitled to recover the Price (plus VAT and any costs of carriage, insurance, Special Packaging) notwithstanding that property in any of the Goods has passed from the Seller.
10.7. Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or control ed 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 10.5 shall cease.
10.8. 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 al sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
10.9. 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 al sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
11 Intellectual property
11.1. No right or licence is granted under the Contract to the Buyer under any patent, trade mark, copyright, registered design or other intellectual property right except the right to use or resell the Goods.
11.2. The specification and design of the Goods (including the copyright, design right or other intellectual property in them) prepared by the Seller shall as between the parties be the property of the Seller. Where any designs or specifications have been supplied by the Buyer then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party
12 Drawings, specifications and tooling
Unless agreed in Writing by the Seller, al fixtures, plant or other equipment, al photographs, samples, plates, cutters, moulds, presses and other tools, and al specifications (other than any specification submitted by the Buyer), patterns, drawings and information required in order to produce the Goods shall remain the exclusive property of the Seller regardless of whether or not any charge is made for them by the Seller.
13 Warranties and liability
13.1. Subject to the conditions set out below the Seller warrants that the Goods will at the time of delivery correspond to the description contained in the Specification and will be free from defects in material and workmanship for a period of 12 months from the date of delivery.
13.2. The warranty contained in clause 13.1 above is given by the Seller subject to the following conditions:
13.2.1. the Seller shall be under no liability in respect of any inaccuracy and/or defect in the Goods arising from any drawing, design or specification or for any parts, materials or equipment ("free issue") supplied by the Buyer or other third party on the Buyer's behalf;
13.2.2. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions, misuse or alteration or repair of the Goods without the Seller's approval in Writing;
13.2.3. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the Price(plus VAT and any, costs of carriage, insurance, Special Packaging) (or any part thereof) has not been paid by the due date for payment;
13.2.4. the warranty does not extend to glass in any event nor does it extend to any parts, materials or equipment not manufactured by the Seller (including but not limited to where the Goods are print heads, platen rollers and/or driver belts), in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller and only to the extent that the Seller can assign the same to the Buyer.
13.3. Where any valid claim made under clause 13.1 in respect of any of the Goods which is based on any failure to correspond to the description contained in the Specification or any defect in material and workmanship is notified to the Seller and the Goods in question are returned to the Seller carriage paid within the period specified in clause 13.1, the Seller shall be entitled to repair or replace the Goods (or the part in question) free of charge, or, at the Seller's sole discretion, refund to the Buyer the Price of the Goods (or a proportionate part of such Price).
13.4. The Buyer shall notify the Seller in Writing in the event of any alleged shortage of quantity or damage to the external packaging of the Goods within 24 hours of the date of receipt. Notwithstanding the receipt by the Seller of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the quantity of the Goods indicated on the advice sheet.
13.5. The Buyer shall inspect the Goods on delivery and shall within 7 days of delivery notify the Seller in Writing of any alleged damage or failure to comply with description. In that event, the Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the Contract and free from any damage.
13.6. If the Goods are not in accordance with the Contract for any reason the Buyer's sole remedy shall be limited to the Seller replacing such Goods or, if the Seller shall elect, by refunding a proportionate part of the Price.
13.7. Subject as expressly provided in these Conditions, the Seller shall be under no liability whatsoever to the Buyer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Buyer of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
13.8. In the event of any breach of this Contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price.
13.9. Subject as expressly provided in these Conditions, all other terms, conditions or warranties relating to fitness for purpose, quality or condition of the Goods or any of the Goods whether implied by statute, common law or otherwise and/or made expressly whether by the Seller or its servants or agents or otherwise, are excluded from this Contract to the fullest extent permitted by law 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 consumer.
13.10.
13.10.1 The Buyer shall indemnify and hold harmless the Seller against al third party Claims which may be asserted against or suffered by the Seller and which relate to:
(a) the use of any Goods; or
(b) the manufacture, distribution, sale, supply or use of any products or services which incorporate any Goods,
by or on behalf of the Buyer or its licensee or subsequently by any third party, including without limitation claims based on product liability laws.
13.10.2 For the purposes of clause 13.10.1, ' Claims' shall mean al demands, claims and liability (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and al costs and expenses (including without limitation legal costs) incurred in connection therewith.
13.11. Where the Buyer intends to manufacture, distribute, sell, supply or use any products or services which incorporate the Goods then:
(a) the Seller does not warrant that the Goods will be compliant with the RoHS Regulations;
(b) the Buyer must take al steps to ensure that the products which incorporate the Goods are compliant with the RoHS Regulations (including but not limited to ensuring that it (the Buyer) has its own adequate quality control systems in place for the purpose); and
(c) unless the Buyer specifical y advises the Seller in writing that:
(i) the Goods require to be compliant with the RoHS Regulations; and/or
(i) that the products or services which the Buyer intends to manufacture, distribute, sell, supply or use which incorporate the Goods require to be compliant with the RoHS Regulations
then the Seller shall be entitled to assume that the Goods do not require to be compliant with the RoHS Regulations.
provided always that the Seller will, at the Buyer's written request, provide such information as the Buyer reasonably requires to assist the Buyer in determining whether the products which the Buyer intends to manufacture, distribute, sell, supply or use which incorporate the Goods will be compliant with the RoHS Regulations.
14 Force Majeure
14.1 The Seller shall not be liable for any default or be deemed to be in breach of the Contract due to any delay in performing, or any failure to perform, any of its obligations in relation to the Goods and/or the Services, if the delay or failure was due to any cause beyond the reasonable control of the Seller.
14.2. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
14.2.1. an act of God, explosion, flood, drought, tempest, fire, or accidents;
14.2.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
14.2.3. Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
14.2.4. import or export regulations or embargoes;
14.2.5. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
14.2.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery;
14.2.7. power failure or breakdown in machinery.
14.3. If and when the period of such incapacity exceeds 6 months then the Contract shall automatically terminate without further liability other than such liabilities as have already accrued when the Contract ends, unless the parties first agree otherwise in Writing.
15 Insolvency or other default of Buyer
15.1. This clause 15 shall apply if:-
15.1.1. the Buyer fails to make payment for the Goods and/or the Services in accordance with this Contract; and/or
15.1.2. commits any other breach of this Contract; and/or
15.1.3. if any distress or execution shall be levied upon any of the Buyer's goods; and/or
15.1.4. if the Buyer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if any petition for the appointment of an administrator is presented against the Buyer or if the Buyer shall suffer any analogous proceedings under foreign law; and/or
15.1.5. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; and/or
15.1.6. the Buyer ceases, or threatens to cease, to carry on business; and/or
15.1.7. 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 15 applies then, without prejudice to any other right or remedy available to the Seller, the Seller may in its absolute discretion :
15.2.1. suspend all future deliveries of Goods and/or the Services to the Buyer and/or terminate the Contract without liability upon its part; and/or
15.2.2. exercise any of its rights pursuant to clause 10.
16 The Waste Electrical and Electronic Equipment Regulations 2006:
In this clause the following definitions shall apply:
'Associated Costs' – 'EEE' - Electrical and Electronic Equipment; 'Historic WEEE' - EEE which was placed onto the market before 15 August 2005; 'New WEEE' - EEE which was placed onto the market after 15 August 2005; 'WEEE' - The Waste Electrical and Electronic Equipment Regulations 2006.
1. In all business to business transactions the buyer shall be responsible;
1.1. for the collection, treatment, recovery and environmental y sound disposal of New WEEE which the Seller supplies to the Buyer
1.2. for the collection, treatment, recovery and environmental y sound disposal of Historic WEEE where the Seller supplies to the Buyer New WEEE intended to replace Historic WEEE, providing the Historic WEEE is of equivalent type or fulfils the same function as the New WEEE
2. The Buyer shall be responsible for payment of the costs of the collection, treatment, recovery and environmental y sound disposal of New WEEE and Historic WEEE unless otherwise agreed in writing by the Seller in which case an additional charge may be levied.
3. Our Producer Registration Number is WEE/JJ2571RR.
17 General lien
The Seller shall be entitled to a general lien on al goods of the Buyer in the Seller's possession (including goods of the Buyer which have been paid for) for the unpaid price of all goods sold to the Buyer by the Seller under the Contract or any other contract between the Seller and the Buyer.
18 Waiver
No whole or partial waiver or forbearance by the Seller (whether express or implied) of any breach of the Contract by the Buyer and/or in enforcing any one or more its rights under the Contract shall prejudice the Seller's right to do so in the future, nor shall it be considered as a waiver or forbearance on the part of the Seller of any subsequent breach of the same or any other provision.
19 Licensing and sub-contracting
The Seller may license or sub-contract al or any part of its rights and obligations under this Contract without the Buyer's consent.
20 Third Parties
For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
21 Notices
21.1. Any notice, invoice or other communication required or permitted to be given or served by the Seller and/or the Buyer under these Conditions shall be in writing addressed to the 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 clause to the party giving notice and shall either be delivered personal y or sent by first class or recorded delivery or by airmail pre-paid post or by facsimile transmission or electronic mail and shall be deemed duly served:
20.1.1. in the case of a notice delivered personally, at the time of delivery;
20.1.2. in the case of a notice sent inland by first class pre-paid post, 2 clear Business Days after the date of dispatch;
20.1.3. in the case of a notice sent overseas by airmail, 7 Business Days; and
20.1.4. in the case of a facsimile transmission or electronic mail on the day and at the time of transmission if sent before 4:00 pm on a Business Day but otherwise on the next following Business Day.
21.2. In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched or that despatch of the transmission was confirmed and/or acknowledged as the case may be.
22 Severance
22.1. If any provision of these Conditions and/or any part of the Contract shall be prohibited by law or is found by a court or other competent authority to be unlawful, void or unenforceable such provision and/or part shall to the extent required be severed from the remainder of these Conditions and/or Contract, which will continue to be valid and enforceable to the fullest extent permitted by law.
22.2. In the event of any such severance the parties shall negotiate in good faith in order to agree the terms of a mutual y acceptable and satisfactory alternative provision in place of the provision so severed.
23 Arbitration
If any dispute or difference shall arise between the parties as to the meaning of this Contract or any matter or thing arising out of or connected with this Contract then it shall be referred to the determination of an arbitrator to be appointed by agreement of the parties or (in default of agreement within 14 days of the service upon one party of a request in Writing to concur in such appointment) by the President for the time being of the Institute of Electrical Engineers in accordance with the Arbitration Act 1996.
24 Governing law
The Contract shall be construed in accordance with and governed by the laws of England and Wales.