

## **Standard Conditions for Business Sale of Goods**

### **Statements on front of quotation/purchase order**

THE CONDITIONS OVERLEAF SHALL APPLY TO THIS QUOTATION AND TO ANY CONTRACT BETWEEN US FOR THE SUPPLY OF ITEMS DETAILED IN THIS QUOTATION (SEE CONDITION 1). PLEASE READ ALL OF THEM CAREFULLY. THEY CONTAIN EXCLUSIONS AND LIMITATIONS OF OUR LIABILITY UNDER ANY SUCH CONTRACT.

### **Statement on front of acknowledgment/purchase order**

YOUR ORDER IS ACCEPTED ON THE BASIS THAT THE CONDITIONS OVERLEAF SHALL APPLY TO THE CONTRACT BETWEEN US FOR THE SUPPLY OF THE ITEMS DETAILED IN YOUR ORDER (see CONDITION 1). PLEASE READ ALL OF THEM CAREFULLY. THEY CONTAIN EXCLUSIONS AND LIMITATIONS OF OUR LIABILITY UNDER ANY SUCH CONTRACT.

### **1. Formation of Contract**

- 1.1** Any order sent to you by us shall be accepted entirely at our discretion, and, if so accepted, will only be accepted upon these conditions (hereafter referred to as the "Conditions") and by means of our standard order acknowledgment form.
- 1.2** Each order which is so accepted shall constitute an individual legally binding contract between you and us and such contract is hereafter referred to in these Conditions as an "Order".
- 1.3** These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from you, and no addition alteration or substitution of these terms will bind us or form part of any Order unless they are expressly accepted in writing by a person authorised to sign on our behalf.

### **2. Specification**

All goods supplied by us shall be in accordance with (i) the current edition of the relevant Product Description Leaflet as published from time to time by us (copies of which are available from the Seller upon request) and (ii) those further specifications or descriptions (if any) expressly listed or set out on the face of the Order. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Order.

### **3. Acceptance**

You shall be deemed to have accepted all goods upon their delivery by us to the address specified in the Order.

### **4. Delivery and Risk**

- 4.1** Unless otherwise stated in the Order, the price quoted includes delivery to the address specified in the Order, provided that we reserve the right to make an additional charge to cover any increase in transport costs occurring before the date of delivery.

**4.2** Any time or date for delivery given by us is given in good faith, but is an estimate only.

**4.3** Risk in the goods shall pass to you upon delivery.

**5. Title and Payment**

**5.1** We warrant that (except in relation to intellectual property rights of third parties as referred to in Condition 5.3) we have good title to the goods and that (pursuant to s.12(3) of the Sale of Goods Act 1979, or s.2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Order) it will transfer such title as it may have in the goods to the Purchaser pursuant to Condition 5.5.

**5.2** We warrant that we are not aware of any actual or alleged infringements of any intellectual property rights of third parties which relate to the goods other than those (if any) which we have disclosed to you prior to acceptance of the Order.

**5.3** We shall have no liability to you in the event that the goods to be supplied under the Order infringe any intellectual property rights of a third party (including without limitation by reason of their possession, sale or use, whether alone or in association or combination with any other goods); we give no warranty that the goods to be supplied under the Order will not infringe as aforesaid, and all conditions, warranties, stipulations or other statements whatsoever relating to such infringement or alleged infringement (if any), whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded.

**5.4** Unless otherwise stated in the Order, payment of the price of the goods comprised in each Order shall become due upon your placing the Order with us.

**5.5** Title to the goods shall not pass to you until you have paid their price to us, but, even though title has not passed, we shall be entitled to sue for their price once its payment has become due.

**6. Storage**

If we shall be unable, through circumstances beyond our control (including without limitation lack of shipping instructions from you), to deliver the goods within 14 days after notification to you or your agent that the goods are ready for delivery, we shall be entitled to arrange storage on your behalf, whereupon delivery shall be deemed to have taken place, all risk in the goods shall pass to you, and delivery to you of the relevant warehouse receipt shall be deemed to be delivery of the goods for the purposes of Condition 4. All charges incurred by us for storage or insurance shall be paid by you within 30 days of submission of an invoice.

**7. Damage in Transit**

We will replace free of charge any goods proved to our satisfaction to have been damaged in transit provided that within 24 hours after delivery both we and the carriers have received from you notification in writing of the occurrence of the damage and also, if and so far as practicable, of its nature and extent.

## **8. Force Majeure**

**8.1** We shall not be under any liability for any failure to perform any of our obligations under the Order due to *Force Majeure*. Following notification by us to you of such cause, we shall be allowed a reasonable extension of time for the performance of our obligations.

**8.2** For the purposes of this Condition, "*Force Majeure*" means fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute, or events or circumstances outside the reasonable control of the party affected thereby.

## **9. Guarantee**

**9.1** We will pass on to you (in so far as possible) the benefit of any warranty given to us by such third parties and will (on request) supply to you details of the terms and conditions of such warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by such third parties and you shall be solely responsible to the entire exclusion of us for complying with all of these.

**9.2** Our liability under this Condition shall (subject to Condition 13) be to the exclusion of all other liability to you whether contractual, tortious or otherwise for defects in the goods or for any loss or damage to or caused by the goods, and (subject to Condition 13) all other conditions, warranties, stipulations or other statements whatsoever concerning the goods, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded; in particular (but without limitation of the foregoing) we grant no warranties regarding the fitness for purpose, performance, use, nature or quality of the goods, whether express or implied, by statute, at common law or otherwise howsoever.

## **10. Confidentiality**

Both you and us shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the goods and the Order.

## **11. Economic Loss**

Subject to Condition 13, and notwithstanding anything contained in these Conditions (other than Condition 13) or the Order, in no circumstances shall we be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof (i) for any loss of profit, business, contracts, revenues, or anticipated savings, or depletion of goodwill, or (ii) for any special, indirect or consequential damage of any nature whatsoever.

## **12. Limitation of Liability**

Subject to Condition 13, and notwithstanding anything contained in these Conditions (other than Condition 13) or the Order, our liability to you in respect of the Order, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the price of the goods specified in the Order or £[ ] whichever is the greater.

**13. Unfair Contract Terms Act 1977**

**13.1** If and to the extent that s.6 and/or s.7(3A) of the Unfair Contract Terms Act 1977 applies to the Order, no provision of these terms and conditions shall operate or be construed to operate so as to exclude or restrict our liability for breach of the express warranties contained in Condition 5, or for breach of the applicable warranties as to title and quiet possession implied into the terms and conditions of the Order by s.12(3) of the Sale of Goods Act 1979, or s.2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Order.

**13.2** Nothing in these terms and conditions shall operate or be construed to operate so as to exclude or restrict our liability for death or personal injury caused by reason of our negligence or of our servants, employees or agents.

**13.3** No provision of these terms and conditions shall have effect or operate so as to exclude any liability of one of the parties in respect of fraud or a fraudulent misrepresentation made by that party to the other, or to restrict or exclude any remedy which the other party may have in respect of such fraud or fraudulent misrepresentation.

**14. Applicable Law**

The Order and any dispute arising out of or in connection with it (including non-contractual disputes) shall be governed by the law of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

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Signed On Behalf Of Customer

Name .....  
Company Name .....  
Title .....  
Date .....

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Signed On Behalf Of Xpert Digital Document Solutions UK Ltd

Name .....  
Title .....  
Date .....