



## 1. Definition – The following definitions apply:

Terms – any agreement, contract or transaction between the Seller and the Buyer

Buyer – the person, company or organisation purchasing materials from the Seller

Seller – Ter (UK) Ltd or any other part of the Ter Group

Products – any material, goods or services which are subject to Terms between the Buyer and Seller

## 2. Application

The Buyer conducts their business using these Terms and Conditions of Sale. Any deviation from these terms must be approved in writing by the Seller. No other purported variation to these terms, nor any terms supplied by the Buyer, will affect agreements in any way. Should the Buyer use their own purchase orders or other documents containing the Buyer's terms of business it is agreed that is for convenience only and those terms shall not apply, unless the Seller has issued a written agreement signed by the Seller, specifically agreeing to vary the terms.

## 3. Specifications

Products will comply in all material respects with written specifications supplied by the Seller, subject to variations that are customary in the trade. General information and advice in the public domain (issued by the Seller or by third parties) samples, specimens and data do not form part of those specifications and the Seller does not undertake to match them unless specifically promised to do so, in the Seller's order confirmation.

## 4. Order Confirmation

The Seller's offers are always non-binding and without obligation, unless the Seller specifies a period of validity that is binding or a specific time for acceptance. The Seller is not obliged to supply until a formal order confirmation has been issued. That confirmation will definitively state the terms of the agreement between the Seller and the Buyer. For any delivery without an order confirmation the delivery note shall constitute the order confirmation. The Buyer will not have any remedy in respect of any representation made to the Seller prior to this Agreement unless that representation is confirmed in writing in the order confirmation.

## 5. Assignment

All Products are supplied on the strict condition that they are to be used in the Buyer's business and may not be sold to any third party without the approval of the Seller.

## 6. Prices

The Seller's prices are for Products delivered to the Buyer's premises but at times the Buyer may prefer to purchase on an ex works basis and if so the Buyer will be responsible for the carriage costs. However in both cases prices are exclusive of VAT. Unless stated the prices are fixed but the Seller reserves the right to change a price agreed in an accepted order and in such cases will inform the Buyer who has the right to cancel the transaction or any outstanding balance to the transaction with immediate effect, by giving notice to that effect within 7 days of the Seller's notice. In the absence of such a notice the agreement shall continue at the new price.

## 7. Packaging

Packaging will vary dependent upon the type of Product purchased. Bulk tankers will remain the property of the Seller. In all other cases unless specifically stated by the Seller the prices include standard packaging which is not returnable. Should however any packaging be provided on loan it must be returned to the Buyer, carriage paid, immediately after the contents have been removed or, at the latest, within 30 days. Failure to do so will mean that the Buyer will have to pay the Seller for that packaging at the Buyer's prevailing rates.

## 8. Payment Terms

The Buyer's invoices must be settled in full, without set off or retention, within 30 days of date. If payment is not made on time the Buyer must on demand also pay interest at a rate equivalent to 8% above the Bank of England base interest rate and fully reimburse all legal and other costs the Seller incurs in pursuing payment.

## 9. Suspension / Pro Forma

If the Buyer does not comply with any obligation relating to these terms or the Seller has reason to doubt the Buyer's creditworthiness then the Seller may at its discretion suspend or cancel transactions, demand immediate payment and / or demand payment before delivery.

## 10. Delivery Times

Delivery dates are estimates only and not legally binding on the Seller. In the event that of non arrival of the Product, the Seller must be notified within 5 days. If not the Seller will have no liability for such a non delivery.

## 11. Risk

All risk for the Products shall pass to the Buyer on delivery at the Buyer's premises. In the case of ex works the point of delivery passes when the goods leave the Seller's premises and the Buyer immediately becomes responsible for the Product.

## 12. Refusal to accept delivery

If the Buyer refuses to accept delivery the Seller may charge storage at 0.5% of the contract price for each month and after 14 days beyond a notice from the Seller requesting the Buyer's acceptance of the delivery the Seller may cancel the agreement and the Buyer must pay damages.

## 13. Inspection and Defects

The Buyer must inspect all goods on arrival. The Seller is not liable for any issue that would have been apparent on such an inspection unless it is notified to the Buyer within 7 days of delivery. In each case the Buyer must provide such information to help the Seller to resolve the issue. The Seller may then either remedy or replace defective goods and so long as that is done reasonably promptly and with no further liability.

## 14. Force Majeure

The Seller is not liable for any failure to comply with this Agreement owing to circumstances beyond their reasonable control. Where such circumstances are likely to continue the Seller may cancel this Agreement.

## 15. Warranty

If the Seller's order confirmation states specifically that they give a contractual warranty then the Seller will comply with the terms of that warranty.

## 16. Limitation of Liability

THE SELLER'S MAXIMUM LIABILITY IN RESPECT OF ANY FAILURE TO COMPLY WITH THESE TERMS, ANY CONTRACTUAL WARRANTY OR ANY OTHER OBLIGATION TO THE BUYER AT LAW OR OTHERWISE ( INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTIES ) SHALL BE LIMITED TO THE HIGHER OF £250,000 OR THE AGGREGATE OF ALL SUMS PAID TO THE SELLER UNDER THIS AGREEMENT AND SHALL ONLY APPLY IF THE BUYER COMPLIES WITH THEIR OBLIGATIONS ( INCLUDING WITHOUT LIMITATION CLAUSE 13) THE SELLER IS NOT LIABLE FOR INDIRECT, ECONOMIC OR CONSEQUENTIAL LOSSES INCURRED OR SUFFERED BY THE BUYER OR BY ANY THIRD PARTY EXCEPT FOR DEATH OR PERSONAL INJURY CAUSED BY THE SELLER'S NEGLIGENCE.

## 17. Title

The Seller retains the title in each item supplied until that item has been paid for in full. If at any time before payment the Seller suspects that the Buyer is not going to comply with any obligations the Seller may demand immediate return of that item and the Buyer must comply

## 18. Governing Law, Place of Jurisdiction

18.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.2 Each party irrevocably agrees, for the sole benefit of the Seller that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. Nothing in this clause shall limit the right of the Seller to take proceedings against the Buyer in the courts of the jurisdiction in which the Buyer has its principal place of business or in which the Buyer is domiciled, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.