The customer's attention is drawn in particular to the provisions of clause 11.

1. Immaterial terms

1.1 In these Conditions, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

Customer: the person or firm to whom the goods are supplied.

Delivery Date: the date on which the goods are delivered.

Goods: the goods specified in the Order.

Specifications: any written or oral specification, whether incorporated in the goods or not, which is accompanied by the goods.

Warranty: the written warranty of satisfaction which is attached to any goods purchased from the Company.

2. Interpretation

2.1 Unless the context otherwise requires,

(a) words denoting the singular include the plural and vice versa;

(b) a reference to a party includes its representatives, successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or extended by any enactment in the future;

(d) a reference to a statute or statutory provision includes any statutory instrument made under that statute or statutory provision as amended or extended;

(e) any phrase defined in this clause includes the same phrase defined elsewhere in this document.

2.2 These clauses apply to the contract to the exclusion of any other terms that the Customer may propose, whether in a confirmation of order or in any other way.

2.3 These clauses cannot be varied except in writing by an authorized representative of the Company.

2.4 These clauses shall not apply to the contract unless specified in the Order Form.

Order Confirmation: the written confirmation sent by the Company to the Customer confirming the acceptance of any order by the Company for the sale and purchase of the Goods in accordance with these Conditions.

Purchase Order Form: the form supplied by the Company and completed by the Customer.

Specified: any additional specification for the Goods set out in the Purchase Order Form.

3. Construction

3.1 In construing these Conditions, the following rules apply:

(a) if any term or provision of these Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other terms of these Conditions and the remainder of the invalid or unenforceable term or provision shall not be affected.

(b) if the Customer fails to provide the Company with adequate delivery instructions or any other instructions relevant to the supply of the Goods.

(c) if the Goods were ready for delivery the Company has not accepted delivery of them,

(d) if the Company notifying the Customer that the Goods are ready, then, except where

3.2 The price of the Goods includes:

(a) the cost of packing the Goods;

(b) the cost of carriage of the Goods to the Customer;

(c) any statutory or other insurance in respect of the Goods;

(d) the cost of any customs duties or other taxes or duties payable on the Goods.

3.3 The price of the Goods does not include:

(a) the cost of any additional packaging required by the Customer;

(b) the cost of carriage of the Goods to the Customer; and

(c) any statutory or other insurance in respect of the Goods.

4. Payment

4.1 The Customer shall pay the price of the Goods within 30 days of the date of delivery of the Goods.

4.2 If the Customer fails to make any payment due to the Company, the Company may, at its option, do any one or more of the following:

(a) charge interest on the overdue amount at a rate of 5% per annum above base rate, or (b) suspend delivery of further Goods or suspend performance of any other obligations due from the Customer to the Company;

(c) invoice the Customer for all other Goods supplied to the Customer whether or not delivery of such Goods has taken place or a invoice has been raised for them;

(d) interest will be charged on overdue amounts at a rate of 5% per annum above base rate. Transactions in Points.

5. Delivery

5.1 The Company will deliver the Goods to the Customer at the time and place specified in the Order provided that:

(a) the requirements of any applicable road traffic legislation have been complied with;

(b) the Company is not responsible for any delay attributable to the Customer; and

(c) the delivery address is accessible to the Company's vehicles.

5.2 If the Customer fails to accept the delivery of the Goods, the Company may charge the Customer for the storage of the Goods until delivery takes place.

6. Risk and Title

6.1 Risk in the Goods shall pass to the Customer at the time when:

(a) the Customer takes delivery of the Goods or the Goods are left for the Customer in accordance with clause 6.3 and 6.4;

(b) the Goods are delivered to the Customer's nominee or agent, whether or not the Customer has notified the Company in writing that such person is to receive the Goods for the Customer;

(c) the Goods are delivered to the Company's bailee;

(d) the Customer will be charged for the storage of the Goods until delivery takes place.

6.2 Title to the Goods shall pass to the Customer at the time when:

(a) the Customer takes delivery of the Goods or the Goods are left for the Customer in accordance with clause 6.3 and 6.4;

(b) the Goods are delivered to the Customer's nominee or agent, whether or not the Customer has notified the Company in writing that such person is to receive the Goods for the Customer;

(c) the Goods are delivered to the Company's bailee;

(d) the Customer will be charged for the storage of the Goods until delivery takes place.

7. Warranty

7.1 If the Goods are defective, the Customer may return them to the Company at the Customer's expense.

7.2 The Customer shall be entitled to reject the Goods if:

(a) the Goods are not of the description of the Goods ordered; or

(b) the Goods are of minor quality, or

(c) the Goods are defective or damaged on delivery.

8. Cancellation

8.1 The Customer may cancel any contract for the supply of the Goods:

(a) if the Customer gives notice of its intention to cancel the contract within 14 days of the date of the contract; or

(b) if the Customer gives notice of its intention to cancel the contract at any time after the first 14 days of the contract; and

(c) if the Customer gives notice of its intention to cancel the contract at any time after the first 14 days of the contract.

9. Other rights of the Customer

9.1 In addition to the Customer's rights under this clause, the Customer shall be entitled to:

(a) claim damages, or

(b) rescind the contract, or

(c) be reimbursed for all losses and costs, including interest, incurred as a result of the Company's failure to perform its obligations under the contract.

10. Termination of the Contract

10.1 The Customer may terminate the contract for the supply of the Goods:

(a) if the Company fails to deliver the Goods within the time stated in the contract;

(b) if the Goods are not delivered to the place stated in the contract;

(c) if the Goods are not in accordance with the description stated in the contract;

(d) the Customer receives a written notice stating that the Goods are defective or damaged.

11. Governing Law and Jurisdiction

11.1 The terms and conditions set out in this document shall be governed by English law and the English courts shall have exclusive jurisdiction to hear and determine any dispute or claim arising out of or in connection with these Conditions and without prejudice to the Company's right to bring proceedings in any other court of competent jurisdiction.

12. Severence

12.1 If any term or provision of these Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other terms of these Conditions and the remainder of the invalid or unenforceable term or provision shall not be affected.

13. Miscellaneous

13.1 The Customer shall, within seven days of the date of delivery of the Goods to the Customer, give notice in writing to the Company of any defect in such Goods which is immediately apparent to the Customer on the Customer's examination of the Goods.

13.2 The Customer shall, in writing, notify the Company of any defect which is not one which would be apparent on reasonable inspection, and the Company has the right to inspect the Goods at the Customer's expense.

13.3 The Customer shall, within seven days of the date of delivery of the Goods to the Customer, give notice in writing to the Company of any defect in such Goods which is immediately apparent to the Customer on the Customer's examination of the Goods.

13.4 The Customer shall, in writing, notify the Company of any defect which is not one which would be apparent on reasonable inspection, and the Company has the right to inspect the Goods at the Customer's expense.

13.5 The Customer shall, within seven days of the date of delivery of the Goods to the Customer, give notice in writing to the Company of any defect in such Goods which is immediately apparent to the Customer on the Customer's examination of the Goods.

13.6 The Customer shall, in writing, notify the Company of any defect which is not one which would be apparent on reasonable inspection, and the Company has the right to inspect the Goods at the Customer's expense.

13.7 The Customer shall, within seven days of the date of delivery of the Goods to the Customer, give notice in writing to the Company of any defect in such Goods which is immediately apparent to the Customer on the Customer's examination of the Goods.

13.8 The Customer shall, in writing, notify the Company of any defect which is not one which would be apparent on reasonable inspection, and the Company has the right to inspect the Goods at the Customer's expense.

13.9 The Customer shall, within seven days of the date of delivery of the Goods to the Customer, give notice in writing to the Company of any defect in such Goods which is immediately apparent to the Customer on the Customer's examination of the Goods.

13.10 The Customer shall, in writing, notify the Company of any defect which is not one which would be apparent on reasonable inspection, and the Company has the right to inspect the Goods at the Customer's expense.