

Terms and Conditions of Sale (Trade Customers)

These terms and conditions specifically govern sales to Trade Customers and do not apply to sales where the Customer is normally considered to be 'a consumer'. Please refer to our Consumer Terms and Conditions of Sale for further information about non-trade transactions.

DEFINITIONS

1. The following terms shall have the following meanings:

'Company'	The Inavata Partnership, 49 Grenville Road, Braintree, Essex, CM17 2PP, United Kingdom. VATRegistration No. 848446293
'Contract'	Any Contract for sale of Goods by the Company to Customer.
'Customer'	The Customer of the Company.
'Goods'	Any Goods forming the subject of a Contract of Sale, including parts of, or materials incorporated in, them.
'Price'	The price as detailed in the quotation (or as below).

QUOTATION

2. Quotations by the Company, unless otherwise stated in them, shall be open for acceptance within 28 days of the date of the quotation. Quotations may be issued by way of a price list, quotation, proforma invoice or email, from or by an approved officer, employee or other such representative of the Company.

EXISTENCE OF CONTRACT

1. No Contract shall come into existence until the Customer's order (however given) is accepted by the Company's written acceptance, which may be by way of an official order confirmation, issuance of an invoice or other written means.
2. These conditions shall be incorporated in all Contracts of Sale to the exclusion of any terms or conditions stipulated or referred to by the Customer, unless exclusively agreed in writing by the Company.
3. No variation or amendment to any Contract, however so formed, or oral promise or commitment shall be valid unless committed to writing by the Company.

PRICES

- 4.1 The Price for the Goods excludes VAT and any other taxes or duties which will be charged at the rate or rates applicable at the date of invoice from the Company to the Customer.
- 4.2 Unless clearly specified otherwise by the Company, all prices are quoted in GBP ex-works UK.
- 4.3 The Company shall have the right to adjust its prices for any increase in the price of materials, parts, labour, transport, changes in work or delivery, schedules or quantities or any other costs of any kind arising for any reason after the date of the Contract.
- 4.4 Price changes shall take effect on the date of service on the Customer of notice of the change.

TITLE

- 5.1 Risk in the Goods shall pass to the Customer on delivery and until title passes to the Customer the Customer shall keep the Company indemnified against all loss or damage to the Goods or depreciation in their value and shall keep them fully insured, and shall not remove the Goods or allow them to be removed from the address to which they are delivered and shall keep them in good condition and complete and shall not allow them to become the subject of any charge or lien, whether by operation of law or otherwise.
- 5.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Company and shall not pass to the Customer until the amount due under the invoice for them (including interest and costs) has been paid in full.

PAYMENT & CREDIT

- 6.1 Unless agreed otherwise by the Company, in writing, 100% payment for the goods is required by bank transfer prior to delivery to the Customer. The Company will issue the Customer with a proforma invoice detailing the amount(s) due and the bank account to be credited; under no circumstances is a proforma invoice deemed to be a VAT invoice, regardless of the information contained therein.
- 6.2 Where a trade credit account is requested by the Customer, the Company may at its discretion request such further information, such as trade references and financial information, as it deems necessary in order to evaluate the credit worthiness of the Customer. The Company reserves the right to pass this information to a credit reference or insurance provider as necessary to conduct the credit evaluation.
- 6.3 The Company reserves the right to facilitate financial mechanisms, such as but not limited to invoice discounting or factoring, as deemed necessary to conduct its normal business. In such cases, the Company will notify the Customer in writing as required by application trade statutes.
- 6.4 The Company reserves the right to charge interest at a rate of 8% per annum above the base reference rate The Bank of England on invoices not paid by the due date (whether before or after Judgment) and to require reimbursement to the Company by the Customer of all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

DELIVERY

- 7.1 The Goods are deemed delivered to the Customer when the Company makes them available to the Customer or any agent of the Customer or any carrier who shall be the Customer's Agent (whoever pays its charges) at the Company's premises or other delivery point agreed by the Company.
- 7.2 Risk in the Goods passes when delivered in accordance with clause 7.1.
- 7.3 The Company may at its discretion deliver the Goods by instalments in any sequence.
- 7.4 Where the Goods are delivered by instalments, no default or failure by the Company in respect of any one or more instalments shall vitiate the Contract in respect of the Goods previously delivered or undelivered Goods.
- 7.5 The Company may deliver to the Customer and the Customer shall accept in satisfaction of the Contract a lesser number than the number of Goods ordered.
- 7.6 Provided that the Customer provides to the Company all necessary documentation and information when required the Company will use its reasonable endeavours to deliver the Goods on or before the dates quoted by the Company but the Customer acknowledges that such completion and delivery dates are approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of the Company no regard has been paid to any quoted completion dates.
- 7.7 If the Customer fails:
 - (i) to take delivery of the Goods or any part of them on the due date; and
 - (ii) to provide any instructions or documents required to enable the Goods to be delivered on the due date;
 - (iii) the Company may, on giving written notice to the Customer, store or arrange for the storage of Goods, and on service of the Notice:
risk in the Goods shall pass to the Customer, delivery of the Goods shall be deemed to have taken place and the Customer shall pay to the Company all costs and expenses, including storage, any redelivery and insurance charges arising from its failure.
- 7.8 The Company shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the Customer to refuse to accept any performance of or repudiate the Contract.

CLAIMS

- 8.1 The Company shall have no liability with regard to any claim in respect of allegedly defective Goods unless any claim is made in writing to the Company containing full details of the claim within 10 days any fault or defect in the Goods becoming apparent.
- 8.2 The Company shall be afforded reasonable opportunity and facilities to investigate any claims made under this condition, and the Customer shall, if so requested in writing by the Company, promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to the Company for examination.
- 8.3 The Company shall have no liability with regard to any claim in respect of which the Customer has not complied with the claims procedures in these conditions.

SCOPE OF CONTRACT

- 9.1 Under no circumstances shall the Company have any liability of whatever kind for:
 - 9.1.1 any defects resulting from wear and tear, accident, improper use by the Customer or use by the Customer except in accordance with the instructions or advice of the Company or the manufacturer of any Goods or neglect or from any instructions or materials provided by the Customer;
 - 9.1.2 Goods that have been altered/repared except by the Company;
 - 9.1.3 the suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company;

- 9.1.4 substitution by the Customer of materials not forming part of any specification of the Goods agreed in writing by the Company;
- 9.1.5 any descriptions, illustrations, specifications, drawings submitted by the Company contained in the Company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the Goods and not to form part of the Contract or be treated as representations;
- 9.1.6 any technical information, recommendations, statements or advice furnished by the Company, its servants or agents not given in writing in response to a specific written request from the Customer before the Contract is made; or
- 9.1.7 variations in the quantities or dimensions of any Goods or changes of their specifications or substitution of any materials if the variation or substitution does not materially affect the characteristics of the Goods, and the substituted materials are of quality equal or superior to those originally specified.
- 9.2 For the avoidance of doubt nothing in this Contract shall confer on any third party any benefit or other right to enforce any term of this Contract.

WARRANTY AND LIABILITY

- 10.1 The Company shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except for (a) death or personal injury resulting from the Company's negligence, or (b) as expressly stated in these conditions.
- 10.2 Unless otherwise expressly stated by or agreed by the Company in writing, the warranty period for all Goods is 365-days from the date of delivery.
- 10.3 If the Customer establishes that any Goods have not been delivered, have been delivered damaged or do not comply with their description the Company shall, at its option, replace with similar goods any Goods which are missing, lost or damaged or do not comply with their description, allow the Customer credit for their invoice value or repair any damaged Goods.
- 10.4 If the Customer establishes that any Goods are defective the Company shall, at its option, replace with similar goods or repair any defective Goods, allow the Customer credit for their invoice value or to the extent that the Goods are not of the Company's manufacturer assign to the Customer (so far as the Company is able to do so) any Warranties given by the manufacturer of the Goods to the Company.
- 10.5 The delivery of any repaired or replacement Goods shall be at the Company's premises or other delivery point specified for the original Goods.
- 10.6 Where the Company is liable in accordance with this condition in respect of only some or part of the Goods the Contract shall remain in full force and effect in respect of the other or other parts of the Goods and no set-off or other claim shall be made by the Customer against or in respect of such other or other parts of the Goods.
- 10.7 No claim against the Company shall be entertained for any defect arising from designs or specifications provided or made by the Customer in respect of the Goods or if adjustments, alterations or other work has been done to Goods by any person except the Company.
- 10.8 No claim against the Company shall be entertained in respect of any Goods altered by the Company in accordance with any design or specification provided or made by the Customer.
- 10.9 The Company shall not be liable where any Goods, the price of which does not include carriage, are lost or damaged in transit and all claims by the Customer shall be made against the carrier. Replacements for such lost or damaged Goods may be supplied to the Customer at the prices ruling at the date of dispatch.
- 10.10 In no circumstances shall the liability of the Company to the Customer under this condition exceed the invoice value of the Goods.

GENERAL

- 11.1 The Company may sub-contract or assign the performance of this Contract in whole or in part.
- 11.2 The Company may at its discretion suspend or terminate the supply of any Goods if the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the Contract or becomes insolvent, has an administrative receiver appointed of its business or is compulsorily or voluntarily wound up or the Company bona fide believes that any of those events may occur, and in case of termination may forfeit any deposit paid.
- 11.3 The Company shall have a lien on all the Customer's property in the Company's possession for all amounts due at any time from the Customer and may use, sell or dispose of that property as agent for and at the expense of the Customer and apply the proceeds in and towards the payment of such amounts on 28 days' notice in writing to the Customer. On accounting to the Customer, for any balance remaining after payment of any amounts due to the Company and the costs of sale or disposal of the Company shall be discharged of any liability in respect of the Customer's property.
- 11.3 If the Goods are manufactured and provided in accordance with any design or specification provided or made by the Customer, the Customer warrants that its design or specification and any materials provided by the Customer are not:
 - (a) in breach of any, regulation, code of practice or acceptable use policy; or,
 - (b) in breach of confidence, copyright or other intellectual property rights, privacy or any other right of any third party, and the Customer shall compensate the Company in full on demand for all claims, expenses and liabilities of any nature in connection with them, including, but not limited to, any claim, whether actual or alleged that the design or specification infringes the rights of any third party.
- 11.5 Except for any of the following which is expressly agreed to be included in the Goods all patterns materials drawings specifications and other data provided by the Company shall remain its property and all technical information, patentable or unpatentable, copyright and registered designs arising from the execution of any orders shall become the property of the Company.

CONFIDENTIALITY

- 12 The Customer shall not at any time whether before or after the termination of the Contract divulge or use any unpublished technical information deriving from the Company or any other confidential information in relation to the Company's affairs or business or method of carrying on business.

CANCELLATION

- 13.1 Orders for Goods which have to be manufactured, modified or ordered from a 3rd Party specially for the Customer will be charged in full unless written notice of cancellation is received by the Company not later than 4 weeks before the expected delivery date quoted in the Company's order acknowledgement and manufacture of them or any components for them has not commenced at the date of that notice.
- 13.2 Orders for stock items may be cancelled by written notice at any time before the Goods are allocated to the Contract, but if a cancellation notice is received after the Goods have been allocated to the Contract then the Company reserves the right to charge a reasonable packing and handling fee.
- 13.3 If written notice of cancellation is received in accordance with clause 13.2 above not later than 7-days before the expected delivery date, the Company reserves the right to require the Customer to pay the Company for work carried out by the Company in part performance of the Order for Goods and for any Goods ordered by the Company from its suppliers in relation to the Order for Goods.

FORCE MAJEURE

- 14 Neither party is liable for failure to perform said party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

LAW AND JURISDICTION

- 15 The Contract shall be governed by English law and the Customer consents to the exclusive jurisdiction of the English courts in all matters regarding it except to the extent that the Company invokes the jurisdiction of the courts of any other country.

NOTICES

- 16.1 Any notice given under this Contract shall be in writing and may be served personally, by registered or recorded delivery, by fax (confirmed by post), by email.
- 16.2 Each party's address for the service of notices shall be the address set out in the confirmation of order.
- 16.3 The notice shall be deemed to have been served if it was served in person at the time of service, if it was served by post, 48 hours after it was posted, if it was served by facsimile transmission, at the time of transmission, if it was served by email when received.