

## **BSW TIMBER SOLUTIONS LTD – NEW CUSTOMER ACCOUNT FORM**

Dear Customer

In order that we can consider your application for extended payment facilities, please complete the following questionnaire in full and return it to our Credit Department at the following address as soon as possible:

**BSW Timber Solutions Ltd**  
Severn Farm Industrial Estate  
Welshpool  
Powys  
SY21 7DF  
Tel: 01938 554 999

If returning by email  
please return to  
energy@bsw.co.uk

The information you give is, of course, strictly private and confidential and will not be disclosed to any third party (save as provided below). By completing and returning the enclosed form you are agreeing that we may use any Personal Data (as defined in the Data Protection Act 1998) contained in the form, for the purposes of processing your application, dealing with and/or fulfilling any orders you may place with us and for administering your account with us. By completing and submitting the form you also consent to and agree to procure that the owners, directors, and officers of your business consent to, BSW Timber Solutions carrying out searches with credit reference agencies relating to the credit worthiness of the customer and/or its owners, directors, and/or officers and you undertake on behalf of your business to supply or procure the supply of all information requested for a credit search with a credit reference agency, who may add to the customer's records and/or those records of its owners, directors, officers and assigns details of the searches and these will be seen by other organisations that make searches.

Yours sincerely

Credit Controller

**BSW Timber Solutions Ltd**  
**Etruscan Street, Etruria, Stoke-on-Trent, Staffordshire, ST1 5PG**  
Registered Company Number 02541468

Phone: +44(0)1782 202 122  
Fax: +44 (0)1782 224 200

**[www.bswtimbersolutions.co.uk](http://www.bswtimbersolutions.co.uk)**

**SECTION A**

**CUSTOMER DETAILS**

1 Full Customer Name

2 Trading Title if different

3 Company Registration Number

4 Address of Registered Office

5 VAT Registration Number

6 Number of years actively trading

7 Approximate number of employees

8 Name and Address of Parent Company

9 If a firm or Partnership, Name and Home Address of Principals. This must be completed if company is not Ltd


10 Approximate amount per month required on extended payment terms  
£

11 Address to which invoices should be sent

12 Delivery Address if different from 11

13 Do you require your purchase order number stating on your delivery notes/invoices?  
Yes  No

14 Can you accept an artic vehicle?


20 If you are a member of a buying group, please confirm the details.

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15 Do you have mechanical offloading facilities?

Yes  No

21 Are you or your business FSC certified?

Yes  No

If you answered yes, please confirm the details:

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16 If you have any restrictions on the length of timber which can be received, please confirm.

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17 Please state any times Monday to Friday that you are unable to accept deliveries


22 Are you or your business PEFC certified?

Yes  No

If you answered yes, please confirm the details:

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18 Do you require notice of delivery? If so, please provide correct contact details.

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Contact Names	Accounts	Buying
Tel No.		
Fax No.		
E-mail		

**DECLARATION**

(to be signed by a Director, Company Secretary or duly authorised person of the applicant)

We acknowledge and agree that this form constitutes our offer to enter an agreement with you BSW Timber Solutions under which you agree that we may, in any month, have orders for products and services from you with a total price not exceeding the amount set out in Part 10 of Section A above (or such other amount as you may specify), the payment terms for which shall be the last day of the month following the month in which the invoice is raised.

We have read the terms and conditions printed overleaf and agree to comply with them, and that they will apply to any orders from us to you for goods and/or services.

We declare that the above information is correct. We have read and kept for our records a copy of your terms and conditions of sale (including, but not limited to Conditions 7 and 8) and agree to trade solely under those terms and conditions and all its successors, whether extended payment facilities are granted or not.

We also agree that this form and our offer is subject to acceptance by BSW Timber Solutions and, if accepted, is the entire agreement between us in relation to its subject matter.

Company Stamp

Signed: .....

Name:.....

Position: .....

Date: .....

**PLEASE ENCLOSE A SHEET OF COMPANY LETTERHEAD WITH YOUR COMPLETED APPLICATION**

**STANDARD TERMS AND CONDITIONS OF SALE**  
**(Your attention is drawn to Condition 8 below)**

**1. DEFINITIONS AND INTERPRETATION:**

- 1.1 In these Conditions:
- \***Seller** means BSW Timber Solutions Limited
  - \***Buyer** means the person, firm, company, corporation or body who places an Order for the supply of Goods and/or Services from the Seller.
  - \***Goods** means the articles or things, and the word **Services** means the work, described in an Order.
  - \***Order** means an order placed by whatever means by the Buyer for the supply of Goods and/or Services by the Seller.
  - \***Conditions** means the standard terms and conditions of sale set out in this document.
  - \***Contract** means the contract between the Seller and the Buyer for the sale and purchase of Goods and/or Services
  - \***Working Day** means any day other than a Saturday, a Sunday or a bank or public holiday in England
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and vice versa and a reference to one gender includes a reference to the other gender.
- 1.4 Condition headings do not affect the interpretation of these conditions

**2. BASIS OF THE SALE:**

- 2.1 Each Order shall constitute an offer by the Buyer to purchase the relevant Goods and/or Services from the Seller on and subject to these Conditions. If an Order is accepted by the Seller, the Seller shall sell and the Buyer shall purchase the relevant Goods and Services in accordance with, and the Contract shall comprise, these Conditions, to the exclusion of any other terms and/or conditions which the Buyer may attempt or purport to impose. No variation to these Conditions shall be binding unless agreed in writing (but not by email) between the authorised representatives of the Buyer and Seller.
- 2.2 Any advice, recommendation or representation, given by the Seller or its employees or agents to the Buyer as to the storage, application or use of, or in relation to, 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, and the Buyer acknowledges and agrees that it has not acted in reliance upon, any such advice, recommendation, or representation which is not so confirmed.
- 2.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of Order, invoice or other document or information issued by the Seller shall be the subject to correction without any liability on the part of the Seller.

**3. ORDERS AND SPECIFICATIONS:**

- 3.1 No Order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until the relevant Goods are dispatched by the Seller. Any quotation or estimate given by the Seller shall not be construed as an offer, (merely as an invitation to treat) and shall only be valid for 3 Working Days.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of any Order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract.
- 3.3 The Seller reserves the right to make any changes in the specification of the Goods which do not materially affect their quality or performance.
- 3.4 No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 3.5 The Buyer warrants that where any Goods are to be made to a pattern or design provided by or on behalf of the Buyer, such Goods (or their production) shall not infringe any intellectual property rights of any person. The Buyer shall indemnify the Seller in full against any loss, costs (including legal fees on a solicitor/own client basis), damages, charges, claims, expenses, and/or liabilities whatsoever, howsoever arising, which the Buyer may suffer and incur and which arise out of or in connection with any claim brought by or on behalf of a third party that the manufacture or supply of Goods to a specification or design provided by the Buyer, infringes that third party's intellectual property rights.

**4. PRICE OF THE GOODS:**

- 4.1 The price payable by the Buyer to the Seller for the Goods shall be that stated in the Seller's price list in force at the date of the Buyer's Order.
- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs, availability of stock), 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.
- 4.3 Prices are exclusive of any applicable value added tax or equivalent tax, which the Buyer shall be additionally liable to pay to the Seller at the applicable rate in force from time to time.
- 4.4 The cost of pallets and returnable containers shall be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer for the cost of such pallets and containers provided that they are returned undamaged to the Seller before the due payment date.

**5. TERMS OF PAYMENT:**

- 5.1 The Seller shall be entitled to invoice the Buyer for the price of the Goods (and any other amount payable in relation to the Goods in accordance with Condition 4 above) when the Goods are ready for despatch from the Seller's place of business or, where the Goods are to be collected by the Buyer, when the Seller notifies the Buyer that the Goods are available for collection. The Buyer shall pay the amount of each such invoice in full and in cleared funds no later than the date of delivery (or collection, as relevant) of the relevant Goods. The Seller may, in its absolute discretion, agree with the Buyer to extend the time for payment to the last day of the month following the month in which the relevant invoice is raised (however, unless the Seller agrees such an extension in writing, the time for payment shall be as otherwise stated in this Condition 5.1).
- 5.2 The Buyer shall pay the price of the Goods (and other amounts due) notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 5.3.1 Cancel the Contract or suspend any further deliveries to the Buyer; and/or
  - 5.3.2 Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer).
- 5.4 If the Buyer fails to make any payment on the due date under the Contract (or any other contract between the Buyer and the Seller) then, without prejudice to any of the Seller's other rights or remedies, all outstanding invoices (notwithstanding their due date for payment) shall become immediately due and payable.

**6. DELIVERY**

- 6.1 Delivery of the Goods shall be made by the Seller making the Goods available for collection by the Buyer at the Seller's premises and notifying the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place. If the Goods are to be collected by the Buyer, the Buyer must arrange for the same to be collected as soon as possible following the notification by the Seller.

- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery of the Goods shall be as previously agreed by the Seller in writing but time for delivery shall not be of the essence of the Contract. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer and/or in instalments.
- 6.3 Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 10% more or 10% less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.
- 6.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions, or any claim by the Buyer in respect of any one or more instalment shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.5 If the Seller fails to deliver the Goods for any reason (other than any cause beyond the Seller's reasonable control or where due to the Buyer's fault, where, in either case, the Seller shall not be liable) and the Seller is accordingly liable to the Buyer and provided that the Buyer notifies the Seller of such failure to deliver within 48 hours of the end of the original quoted delivery day, the Seller's liability shall (subject to Condition 8.7) be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) for similar goods to replace those not delivered, over the price of the Goods.
- 6.6 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:

- 6.6.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and any other costs suffered or incurred by the Seller as a result of the delay; and/or
- 6.6.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract (where the Buyer has paid the price due for the Goods) or charge the Buyer for any shortfall below the price under the Contract.

Where the Seller agrees to deliver the Goods to the Buyer's premises or to premises designated by the Buyer, the Buyer shall provide or ensure that access to or over any place where delivery is to be made is in every respect suitable for the vehicle used for transporting the Goods. From the time of arrival at such premises, the risk of any loss, damage to or deterioration of the said Goods or the Seller's vehicle delivering such Goods shall, whatever cause however arising shall be borne by the Buyer who shall further be responsible for the provision of the necessary labour and lifting gear (if needed) to unload the Goods. The Seller is not responsible for mishandling of the Goods by the Buyer, the Buyer's servants or agents or any third parties, during unloading or subsequently.

**7. RISK AND PROPERTY:**

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
- 7.1.1 In the case of Goods to be collected from the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; and/or
  - 7.1.2 In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Seller has tendered delivery of the Goods;
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the legal and/or beneficial title in the Goods shall not pass to the Buyer, and shall remain with the Seller, until the Seller has received in cash or cleared funds payment in full of the price of:
- 7.2.1 the Goods; and
  - 7.2.2 all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.3 Until such time as the legal and beneficial title in the Goods passes to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as the Seller's bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, and insured (for their full price payable at all risks) and identified as the Seller's property. The Buyer shall be permitted to re-sell or use the Goods in the ordinary course of its business (provided that any such sale must be at full market value and shall be a sale of the Seller's property to the Buyer's own behalf and the Buyer shall deal as principle when making such sale)
- 7.4 Until such time as the legal and beneficial title in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been re-sold to a bona fide purchaser for value without notice of the Seller's title), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer where the Goods are stored and re-possess the Goods. If the Goods are stored upon the premises of any third party (including the Seller) then the Seller hereby assigns to the Seller any claim or claims, or benefit derived therefrom, maintainable by the Buyer against the Buyer's insurers in relation to the Goods), and shall keep all proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds, properly stored, protected and insured.

**8. WARRANTIES AND LIABILITY**

- 8.1 SUBJECT TO THE CONDITIONS SET OUT BELOW, THE SELLER WARRANTS THAT THE GOODS WILL CORRESPOND WITH THE SELLER'S SPECIFICATION FOR SUCH GOODS AT THE TIME OF DELIVERY, AND WILL BE REASONABLY FIT FOR THE PURPOSE FOR WHICH SUCH GOODS ARE USUALLY USED (SAVE TO THE EXTENT CAUSED BY ANY FAIR WEAR AND TEAR, OR BY ANY DAMAGE, NEGLIGENCE, ABNORMAL WORKING CONDITIONS, FAILURE TO FOLLOW THE SELLER'S REASONABLE INSTRUCTIONS, MISUSE, OR ALTERATION OR REPAIR OF THE GOODS OF OR BY THE BUYER OR ANY OF ITS EMPLOYEES, OR BY ANY THIRD PARTY FOLLOWING DELIVERY). HOWEVER, THE SELLER SHALL BE UNBOUND BY LIABILITY UNDER THIS WARRANTY IF THE TOTAL PRICE OF THE RELEVANT GOODS HAS NOT BEEN PAID BY THE DUE DATE FOR PAYMENT.
- 8.2 SUBJECT AS EXPRESSLY PROVIDED IN THESE CONDITIONS, AND EXCEPT WHERE THE BUYER IS A PERSON DEALING AS A CONSUMER (WITHIN THE MEANING OF THE UNFAIR CONTRACT TERMS ACT 1977 AND/OR THE UNFAIR TERMS IN CONSUMER CONTRACTS REGULATIONS 1999) IN WHICH CASE NOTHING IN THESE CONDITIONS SHALL AFFECT THE BUYER'S STATUTORY RIGHTS, ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW, IN RELATION TO THE GOODS, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- 8.3 ANY CLAIM BY THE BUYER WHICH IS BASED ON ANY DEFECT IN THE QUALITY OR CONDITION OF THE GOODS OR THEIR FAILURE TO CORRESPOND WITH SPECIFICATION SHALL (WHETHER OR NOT DELIVERY IS REFUSED BY THE BUYER) BE NOTIFIED TO THE SELLER WITHIN 7 DAYS FROM THE DATE OF DELIVERY OR (WHERE THE DEFECT OR FAILURE WAS NOT APPARENT ON REASONABLE INSPECTION ON THE DELIVERY OR WITHIN 7 DAYS THEREOF) WITHIN A REASONABLE TIME AFTER DISCOVERY OF THE DEFECT OR FAILURE (PROVIDED THAT THE BUYER CAN SHOW TO THE REASONABLE SATISFACTION OF THE SELLER THAT THE GOODS HAD HITHERTO BEEN PROPERLY USED OR STORED AND UNDER SUITABLE CONDITIONS). IF DELIVERY IS NOT REFUSED, AND THE BUYER DOES NOT NOTIFY THE SELLER AS REQUIRED IN THIS CONDITION, THE BUYER SHALL NOT BE ENTITLED TO SUBJECT THE GOODS AND THE SELLER SHALL (SUBJECT TO CONDITION 8.7) HAVE NO LIABILITY FOR SUCH A DEFECT OR FAILURE, AND THE BUYER SHALL BE BOUND TO PAY THE PRICE AS IF THE GOODS HAD BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT.
- IN ANY EVENT, ANY CLAIMS IN RESPECT OF LATENT DEFECTS SHALL BE DEEMED TO BE WAIVED BY THE BUYER AND SHALL BE ABSOLUTELY BARRED UNLESS THEY ARE RAISED BEFORE THE EXPIRY OF THREE (3) MONTHS AFTER THE GOODS ARE COLLECTED OR DELIVERED.

- 8.4 WHERE ANY VALID CLAIM BY THE BUYER IN RESPECT OF ANY OF THE GOODS WHICH IS BASED ON ANY DEFECT IN THE QUALITY OR CONDITION OF THE GOODS OR THEIR FAILURE TO CORRESPOND WITH SPECIFICATION IS NOTIFIED TO THE SELLER IN ACCORDANCE WITH THESE CONDITIONS, THE SELLER SHALL BE ENTITLED TO REPLACE THE RELEVANT GOODS (OR THE RELEVANT PART OF THE ORDER WHICH IS DEFECTIVE) FREE OF CHARGE OR, AT THE SELLER'S SOLE DISCRETION, REFUND TO THE BUYER THE PRICE OF THE RELEVANT GOODS (OR A PROPORTIONATE PART OF THE PRICE), BUT, SUBJECT TO CONDITION 8.7, THE SELLER SHALL HAVE NO FURTHER LIABILITY TO THE BUYER IN RESPECT OF THE RELEVANT DEFECT IN THE QUALITY OR CONDITION OF THE GOODS OR THEIR FAILURE TO MEET SPECIFICATION.
- 8.5 SUBJECT TO CONDITION 8.7 BELOW, THE SELLER SHALL NOT BE LIABLE TO THE BUYER BY REASON OF ANY REPRESENTATION, OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM, OR ANY DUTY OF COMMON LAW, OR UNDER THE EXPRESS TERMS OF THE CONTRACT, FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR LOSS OF PROFIT OR OTHERWISE) COSTS, EXPENSES, OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER AND HOWSOEVER ARISING (AND WHETHER CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES OR AGENTS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE GOODS OR THEIR USE OR RE-SALE BY THE BUYER EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS.
- 8.6 THE SELLER SHALL NOT BE LIABLE TO THE BUYER OR BE DEEMED TO BE IN BREACH OF THE CONTRACT BY REASON OF ANY DELAY IN PERFORMING, OR ANY FAILURE TO PERFORM, ANY OF THE SELLER'S OBLIGATIONS IN RELATION TO THE GOODS, IF THE DELAY OR FAILURE WAS DUE TO ANY CAUSE BEYOND THE SELLER'S REASONABLE CONTROL WHICH CAUSES, FOR THE SAKE OF EXAMPLE ONLY, SHALL INCLUDE ANY IMPORT REGULATION OR EMBARGO, STRIKES, LOCK OUTS OR OTHER INDUSTRIAL ACTIONS, DIFFICULTIES IN OBTAINING RAW MATERIALS OR POWER OR FAILURE OR BREAKDOWN IN MACHINERY.
- 8.7 NOTHING IN THESE CONDITIONS OR THE CONTRACT SHALL SERVE TO LIMIT OR EXCLUDE THE SELLER'S LIABILITY FOR:

- 8.7.1 DEATH OR PERSONAL INJURY CAUSED BY THE SELLER'S (OR ANY OF ITS EMPLOYEE'S) NEGLIGENCE;
- 8.7.2 FRAUD OR FRAUDULENT MISREPRESENTATION;
- 8.7.3 DELIBERATE, PERSONAL REPUDIATORY BREACH OF CONTRACT BY THE CONTROLLING MIND OF THE SELLER; OR
- 8.7.4 ANY OTHER LIABILITY TO THE EXTENT THAT THE SAME MAY NOT BE LAWFULLY LIMITED OR EXCLUDED (AS RELEVANT), INCLUDING, WITHOUT LIMITATION, ANY LIABILITY UNDER SECTION 12 OF THE SALE OF GOODS ACT 1979.

8.8 SUBJECT TO CONDITIONS 6.5, 8.4, 8.5 AND 8.7, THE SELLER'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR COMPLETED PERFORMANCE OF THE CONTRACT SHALL BE LIMITED TO THE CONTRACT PRICE.

8.9 SUBJECT TO CONDITION 8.7 ABOVE, THE SELLER SHALL NOT BE LIABLE FOR ANY DEFECT IN THE QUALITY OF CONDITION OF THE GOODS TO THE EXTENT THAT THE DEFECT IS CAUSED BY ANY USE AND/OR PROCESSING OF THE GOODS BY THE BUYER, OR ANY OF ITS EMPLOYEES OR OTHER CONTRACTORS.

8.10 SUBJECT TO CONDITION 8.7 ABOVE, ALL TERMS EXPRESS OR IMPLIED RELATING TO THE QUALITY OF THE GOODS ARE WARRANTIES ONLY, THE BREACH OF WHICH GIVES NO RIGHT FOR THE BUYER TO TERMINATE THE CONTRACT

8.11 SUBJECT TO CONDITION 8.7, THE BUYER SHALL ONLY BE ABLE TO PURSUE CLAIMS IN RESPECT OF GOODS

**9. INSOLVENCY OF BUYER:**

- 9.1 If the Buyer:
- 9.1.1 has a bankruptcy order made against him or becomes bankrupt;
  - 9.1.2 makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;
  - 9.1.3 (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation;
  - 9.1.4 has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer;
  - 9.1.5 suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it or to have an encumbrancer take possession of any of his/its assets;
  - 9.1.6 fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer;
  - 9.1.7 is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 9.1.8 ceases, or threatens to cease, to trade; or
  - 9.1.9 is subject to, or if the Seller reasonably apprehends that the Buyer has or is about to become the subject of, any event or circumstances equivalent or analogous to any of the above in any jurisdiction

then (without prejudice to any other right or remedy the Seller may have), the Seller shall be entitled to cancel the Contract and/or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9.2 The Seller shall also be permitted to suspend or cancel the Contract as above if the credit insurers of the Seller are not prepared to offer credit insurance in respect of the Buyer or subsequently withdraw such cover or it becomes unavailable due to credit limit in respect of the Buyer being exceeded and the Buyer fails within 7 Working Days notice of being so required by the Seller to provide reasonably sufficient security.

**10. GENERAL:**

- 10.1 Any notices required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office, the principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving their notice.
- 10.2 No waiver by the Seller of any breach of the contract by the Buyer shall be valid unless in writing and signed by an authorised officer of the Seller. No such waiver shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, it shall, to the extent of such invalidity or unenforceability, be deemed severable and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 10.4 The Contract shall be governed by the laws of England and Wales and any dispute between the parties in relation to the Contract (including a non-contractual dispute) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 10.5 Save where the context otherwise requires, any phrase introduced by the terms "including", "includes", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 10.6 Subject to Condition 8.7, the Buyer shall not be entitled to withhold or set off any amount claimed from the Seller from time to time (which is contested or liability for which is not admitted by the Seller), from any amount due from the Buyer to the Seller under the Contract.