



**CONCEPT CONVERSIONS LTD**  
Fire, Acoustic & Thermal Insulation

TERMS AND CONDITIONS FOR SALE OF GOODS

**THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 13**

**1. Definitions**

|                            |   |
|----------------------------|---|
| <b>Seller means</b>        | Concept Conversions Ltd of 13, Trinity Centre, Park Farm, Wellingborough NN8 6ZB  |
| <b>Buyer means</b>         | the person who buys or agrees to buy the goods from the Seller  |
| <b>Conditions</b>          | the terms and conditions of sale are set out in this document and any special terms and conditions agreed in writing by the Seller. |
| <b>Goods</b>               | the items which the Buyer agrees to buy from the Seller as set out in the Schedule.   |
| <b>Price</b>               | the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.   |
| <b>Contract</b>            | the contract between the Seller and the Buyer for the supply of Goods in accordance with these conditions.                          |
| <b>Force Majeure Event</b> | has the meaning set out in clause 12.   |

**2. Conditions**

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of two directors of the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

**3. Price and Payment**

- 3.1 The Price shall be the price quoted on the Seller's confirmation of order.
- 3.2 The Seller reserves the right to increase the price of the Goods by giving notice to the Buyer at any time prior to delivery to reflect any increase in the cost to the Seller of the Goods, components or raw materials that is due to
  - 3.2.1 any factor beyond the control of the Seller including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs;
  - 3.2.2 any request by the Buyer to change the delivery date(s), the delivery address, the number of deliveries, quantities or types of goods ordered, or any specification;
- Or
- 3.2.3 any delay caused by any instructions of the Buyer in respect of the Goods or failure of the Buyer to give the Seller adequate or accurate information or instructions in respect of the Goods.



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- 3.3 The Seller shall invoice the Buyer on or at any time after completion of delivery of the Goods.
- 3.4 The Seller shall have the right to invoice the Buyer by e-mail. Where invoices are sent out using electronic mail they will be deemed to have been received by the Buyer on the date when they are sent provided that the electronic mail is transmitted between the hours of 8:00am and 5:00pm on a Business Day. If the invoice is sent by e-mail outside of these times then the Buyer will be deemed to have received the invoice on the next Business Day.
- 3.5 The Buyer shall pay each invoice submitted by the Seller by the end of the month following month of invoice in full and in cleared funds to a bank account nominated in writing by the Seller and time for payment shall be of the essence of the Contract.
- 3.6 Where any supply of Goods made under the Contract by the Seller is taxable for VAT purposes, the Buyer shall on receipt of a valid VAT invoice from the Seller, pay to the Seller the full amount of VAT at the same time as payment is due for the supply of the Goods.
- 3.7 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.
- 3.8 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may without limiting its other rights or remedies, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.
- 3.9 Non-payment by the Buyer by the Due Date shall entitle the Seller to demand payment of all outstanding balances under the Contract or any other contract or agreement between the parties whether due or not, and to cancel forthwith any outstanding orders and credit facilities without prejudice to all other rights the Seller may have.

#### **4. Interest**

- 4.1 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 5% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 4.2 The Buyer must pay to the Seller all and any reasonable expenses and legal costs incurred by the Seller in taking any steps including Court action to enforce the Buyer's obligations under the Contract for the payment of any monies including interest owed by the Buyer to the Seller.

#### **5. Goods**

- 5.1 The Goods are described in the Seller's catalogue as modified by any applicable specification. Dimensions and other physical properties of the Goods are subject to reasonable manufacturing tolerances.
- 5.2 The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.
- 5.3 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the specification. This clause 5.3 shall survive termination of the Contract.
- 5.4 The seller is unable to advise the Buyer on the fitness of the Goods for any particular purpose, their storage or application. Unless the Seller gives written advice or a written recommendation, the Buyer is entirely responsible for satisfying itself that the Goods are fit for the intended use either by relying on their own expertise, or by obtaining professional advice.
- 5.5 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. The Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.



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### 6. **Warranties**

- 6.1 The Seller warrants that for a period of 12 months commencing on the date of delivery of the Goods (Warranty Period), the Goods shall:
- 6.1.1 conform with their description in the Seller's catalogue or in any specification as appropriate;
  - 6.1.2 be of satisfactory quality with the meaning of the Sale of Goods Act 1979; and
  - 6.1.3 be fit for any purpose held out by the Seller.
- 6.2 Subject to clause 6.3 if
- 6.2.1 the Buyer gives notice in writing during the Warranty Period within a reasonable time of discovery that all or some of the Goods do not comply with the warranty set out in clause 6.1;
  - 6.2.2 the Seller is given reasonable opportunity of examining such Goods;
- or
- 6.2.3 the Buyer, if asked to do so by the Seller, returns such Goods to the Seller's place of business at the Buyer's cost, then the Seller shall at its option repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.3 The Seller shall not be liable for the Goods' failure to comply with the warranty in clause 6.1 if
- 6.3.1 the Buyer makes any further use of such Goods after giving a notice in accordance with clause 6.2
  - 6.3.2 the defect arises because the Buyer failed to follow the manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or, if there are none, good trade practice;
  - 6.3.3 the defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer;
  - 6.3.4 the Buyer alters or repairs such Goods without the written consent of the Seller;
  - 6.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
  - 6.3.6 the Goods differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards;
- or
- 6.3.7 the Buyer has not paid in full for the Goods.
- 6.4 Except as provided in this clause 6.4, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 6.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Seller under 6.2.

### 7. **Returns**

- 7.1 Subject to clause 6, specifically ordered or non-stock items are not returnable.
- 7.2 Goods returned at the Buyer's request shall be at the Buyer's risk regarding insurance for a value not less than the full invoice price.



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- 7.3 Costs of collection and re-delivery of replacement items will be met by the Buyer unless attributable to the negligence of the Seller subject to 7.1. Only Goods returned in saleable condition can be accepted for credit. The Seller reserves the right to levy a re-stocking and handling charge. All returns must be sanctioned by the Seller prior to Goods being brought back.

### **8. Delivery of the Goods**

- 8.1 Delivery of the Goods shall be made to the delivery location as stipulated on the Buyer's Order. Delivery shall be as near as possible to the delivery location, where the Seller believes that such place is suitable for unloading during the normal working hours of the Seller on a Business Day. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 8.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 8.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.
- 8.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing including any additional delivery costs. The Seller shall not store the Goods for longer than 28 days after the same has notified the Buyer that the Goods are ready for delivery. The Seller may resell or otherwise dispose of part or all of the Goods, and after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.
- 8.5 Where the Goods are delivered by the Seller, delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. The Buyer shall be solely responsible for the unloading of the Goods and the Seller shall not be liable for any damage that occurs during such unloading. In the event that the same exceeds a period of one hour then demurrage may be charged by the Seller to the Buyer.
- 8.6 Where the Goods are collected by the Buyer then delivery of the Goods shall be completed upon completion of the loading of the Goods. The Seller shall not be liable for any damage that occurs during the loading or unloading of the Goods.
- 8.7 Any claims by the Buyer in respect of alleged shortage or damage or loss in transit must be notified to the Seller within 24 hours of delivery and confirmed in writing within 3 days of delivery taking place. Any evident damage to external packaging must be the subject of an endorsement on the Seller's delivery note at the time of delivery. No claim can be made by the Buyer under this clause if an acceptance note relating to the Goods has been signed by the Buyer or his agent or employee without reference to the alleged damage, shortage or loss in transit.
- 8.8 The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 8.9 The Seller shall be under no obligation to make any delivery of Goods to the Buyer if the Buyer is in breach of any of these Conditions.

### **9. Acceptance of the Goods**

- 9.1 The Buyer shall be deemed to have accepted the Goods 3 days after delivery to the Buyer.
- 9.2 The Buyer shall carry out a thorough inspection of the Goods within 3 days and give immediate notice in writing to the seller after discovering that some or all of the goods do not comply with the Warranty above, the Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.
- 9.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.



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### 10. **Title and risk**

- 10.1 Risk shall pass to the Buyer on delivery of the Goods to the Buyer's address or in the case of collection of the Goods by the Buyer, upon completion of loading by the Seller.
- 10.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 10.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 10.4 The Seller may at any time before title passes and without any liability to the Buyer:
  - 10.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
  - 10.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 10.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

### 11. **Carriage of Goods**

Carriage will be chargeable on all sales under £1000. This will be at the rate determined by the Seller at the time of pricing or when the Buyer calls off part of the order, the value of which falls below the carriage chargeable rate.

### 12. **Force Majeure**

- 12.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.
- 12.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 12.3 If the Force Majeure Event prevents the Seller from providing any of the Goods for more than 2 weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.

### 13. **Limitation of Liability: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 13.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
  - 13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 13.1.2 fraud or fraudulent misrepresentation;
  - 13.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - 13.1.4 defective products under the Consumer Protection Act 1987.





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- 13.2 Subject to clause 13.1:
- 13.2.1 the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 13.2.2 the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the contract price.
- 13.3 After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.4 This clause 13 shall survive termination of the Contract.

### 14. **Termination and Consequences of Termination**

- 14.1 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.1.1 the Buyer defaults in any of its payment obligations;
- 14.1.2 the Buyer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 10 days after receipt of notice in writing of the breach;
- 14.1.3 any distress or execution is levied upon any assets of the Buyer;
- 14.1.4 a winding up petition is filed in relation to the buyer, or where the Buyer is an individual they become subject to a bankruptcy petition or order
- 14.1.5 the Buyer makes a resolution for its winding up, makes an arrangement or composition with its creditors, or makes an application to a Court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Buyer;
- 14.1.6 the financial position of the Buyer deteriorates to such an extent that in the opinion of the Seller, the capability of the Buyer adequately to fulfil its obligations in accordance with the Contract has been placed in jeopardy;
- or
- 14.1.7 the Buyer suspends or threatens to suspend payment of its debts and/or threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business.
- 14.2 Without limiting its other rights or remedies, the Seller may terminate the Contract by giving the Buyer 14 days written notice, or with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 14.3 Without limiting its other rights or remedies, the Seller shall have the right to suspend all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if:
- 14.3.1 the Buyer fails to pay any amount due under the Contract on the due date for payment
- Or
- 14.3.2 the Buyer becomes subject to any of the events listed in clause 14.1, or the seller reasonably believes that the Buyer is about to become subject to any of them.



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### 15. **General**

#### 15.1 Notices.

15.1.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

15.1.2 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

15.2 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.3 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.4 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.5 This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

15.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Seller.

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

15.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

SIGNED:

Director  
For and on behalf of the Seller



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