

# 30 Day Credit Account Application Form

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

We need an annual spend of at least £1000 per year to justify opening an account.



Trading name: \_\_\_\_\_  
Statement address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Postcode: \_\_\_\_\_  
Tel no: \_\_\_\_\_  
Fax no: \_\_\_\_\_  
Statement email: \_\_\_\_\_

Invoice address (if different from statement address)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Postcode: \_\_\_\_\_  
Tel no: \_\_\_\_\_  
Invoice email: \_\_\_\_\_  
*For accounts correspondence.*

Form of organisation eg: *Sole Trader/Partnership/  
Private Limited Company/Public Limited Company*

Or other: \_\_\_\_\_  
Director's names: \_\_\_\_\_  
Partner's names: \_\_\_\_\_  
\_\_\_\_\_  
Company secretary: \_\_\_\_\_

For incorporated companies:

Registered no: \_\_\_\_\_  
Registered name: \_\_\_\_\_  
Registered address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Postcode: \_\_\_\_\_

Please **tick** to indicate your industry type:-

- 1) *Main Contractors* \_\_\_\_\_
- 2) *Subcontractors* \_\_\_\_\_
- 3) *Industrial Companies* \_\_\_\_\_
- 4) *Wholesale Distribution & Servicing* \_\_\_\_\_
- 5) *Transport Shipping & Storage* \_\_\_\_\_
- 6) *Sport & Leisure Establishments* \_\_\_\_\_
- 7) *Retailers* \_\_\_\_\_
- 8) *Professionals* \_\_\_\_\_
- 9) *Medical & Health* \_\_\_\_\_
- 10) *Government & Public Sector Establishments* \_\_\_\_\_
- 11) *Education & Training Establishments* \_\_\_\_\_
- 12) *Hotel & Catering Establishments* \_\_\_\_\_
- 13) *Other: please specify* \_\_\_\_\_

How long established: \_\_\_\_\_  
Number of employees: \_\_\_\_\_  
Number of branches: \_\_\_\_\_  
Contacts: \_\_\_\_\_  
**Buying** name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Tel no: \_\_\_\_\_  
Mobile no: \_\_\_\_\_ Fax no: \_\_\_\_\_  
Email: \_\_\_\_\_  
**Health & Safety** name: \_\_\_\_\_  
Tel No: \_\_\_\_\_  
Mobile No: \_\_\_\_\_ Fax no: \_\_\_\_\_  
**Accounts** name: \_\_\_\_\_  
Tel No: \_\_\_\_\_  
Mobile No: \_\_\_\_\_ Fax no: \_\_\_\_\_

Organisations we may approach for a reference:

*(See also page 4)*

Bank name: \_\_\_\_\_  
Bank address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Postcode: \_\_\_\_\_

Invoice name and address (if different) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Sort code: \_\_\_\_\_  
Account no: \_\_\_\_\_  
How long open: \_\_\_\_\_

Please supply us with an authorisation letter to approach your bank for references.

**TRADE REFERENCE 1**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone no: \_\_\_\_\_

**TRADE REFERENCE 2**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone no: \_\_\_\_\_

We need an annual spend of at least £1000 per year to justify opening an account.

**WARNING**  
WE APPLY A STRICT CREDIT CONTROL SYSTEM, PLEASE DO NOT ASK FOR A CREDIT ACCOUNT IF YOU DO NOT INTEND PAYING NETT MONTHLY OR YOU ARE IN A POOR FINANCIAL POSITION. REFUSAL TO OPEN AN ACCOUNT OR PUTTING ACCOUNTS ON STOP MAY CAUSE OFFENCE. WE ONLY WANT PROMPT PAYING ACCOUNTS.


I request a credit account facility on behalf of the party detailed above, and agree to abide by the terms and conditions overleaf. I understand that Enfield Safety Supplies is not obliged to accept this application, nor give any reason for refusing the same.

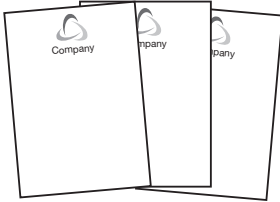
Signed: \_\_\_\_\_

Position: \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

  
**IMPORTANT NOTE:**



**PLEASE ATTACH A COPY OF YOUR LETTERHEAD**

***We look forward to a positive trading relationship.***

ACCLR  S/R  COM.N  ORRED  AUTH'D : GJS/JGS

ACCACK  S/M  COM.N  A/C NO  \_\_\_\_\_

ISSUED BY: ENFIELD SAFETY SUPPLIES Incorporated in England Registered No. 1844662. VAT No. GB 221 8840 74

# terms & conditions

## 1 Definitions

- In these Conditions, unless the context requires otherwise:
- 1.1 'Buyer'** means the person who buys or agrees to buy the Goods from the Seller;
  - 1.2 'Branded or Bespoke Products'** means a product or products created for the Buyer specifically for any order and which is not generally on sale by the Seller in its published literature at the time of that order or which is contained within the Seller's published literature but the Buyer requires it to carry its own or some other branding
  - 1.3 'Conditions'** means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
  - 1.4 'Delivery Date'** means the date when the Goods are to be delivered, as specified by the Seller;
  - 1.5 'Foodstuffs'** means any food
  - 1.6 'Goods'** means the articles which the Buyer agrees to buy from the Seller;
  - 1.7 'Medicinal Products'** means Goods fitting the description as set out in section 130 of the Medicines Act 1968 and without prejudice to the foregoing
  - 1.8 'Minimum Price'** means £25.00 excluding carriage, packing, insurance and VAT
  - 1.9 'Point of Delivery'** means
    - 1.9.1** 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; or
    - 1.9.2** In the case of Goods to be delivered at the time of delivery or, if the Buyer fails to accept delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
  - 1.10 'Price'** means the price for the Goods excluding carriage, packing, insurance and VAT and shall be payable in United Kingdom Sterling.
  - 1.11 'Seller'** means Enfield Safety Supplies of Langley House Station Road Standon Hertfordshire SG11 1QN being a company registered whose company number is 1844662
  - 1.12** Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation

## 2 Conditions applicable

- 2.1** These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions, including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2** All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3** The assessment of the Goods suitability and fitness for the Buyer's purpose and subsequent choice of Goods is solely the Buyer's responsibility. The Buyer must ensure that the Goods are suitable for the task for which they are purchased and, if appropriate, will provide suitable protection for workplace hazards. Any specification, information, advice or opinion, however given, or samples provided by the Seller, its employees or agents, in connection with the Goods are offered in good faith but are intended to be approximate only and shall not be deemed to constitute representation as to content, suitability, performance or otherwise.
- 2.4** Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.5** Any typographical, clerical or other error or omission in any sales literature, quotation, price list, order acknowledgement, invoice or other document or any information issued by the Seller, shall be subject to correction without any liability on the part of the Seller.

## 3 Orders and Specifications

- 3.1** The order acknowledgement is the Seller's acceptance of the Buyer's order and forms the basis of the Contract of which the Conditions form part and the quotations and estimates of the Seller are without commitment and no order submitted by the Buyer shall be binding on the Seller unless expressly accepted by the Seller.
- 3.2** The Buyer shall be responsible to ensure that the Goods ordered are correct and shall be responsible to the Seller for ensuring the accuracy of the detail of any order, including any applicable specification, and for giving the Seller in writing any necessary information relating to the Goods within sufficient time to enable the Seller to perform the Contract in accordance with its terms, notwithstanding that such purpose or details may be known or ought to be known to the Seller.
- 3.3** The Seller will proceed with the Contract in accordance with the details on the order acknowledgement unless instructions in writing to the contrary are received within 7 days of the date of the acknowledgement. It is the Buyer's responsibility to advise the Seller of any error or omission in the detail of the acknowledgement in Writing within this period. Any lack of information, or de-lay in supplying information may affect the ability of the Seller to perform the Contract, but it shall not affect the Contract's validity.
- 3.4** Where the Seller is requested to reproduce designs supplied, or referred to by the Buyer, the Seller makes, and there shall be implied, no representation that the reproduction shall exactly match the original design although the Seller will make every reasonable effort to effect a close match. In particular, the Seller shall not be bound to reproduce designs outside the accepted tolerance of manufacture of the Goods or any part of them. Deviations from dimensions or quality which is technically unavoidable shall not be faulted by the Buyer.
- 3.5** Goods are sold or supplied on condition that the Buyer obtains in writing from the Seller, advice on the effect that may be caused to the Goods by any subsequent manufacturing, cleaning or other process used by the Buyer or any third party.
- 3.6** Pursuant to the Seller's policy of continuous improvement or pursuant to changes which may be made in safety or other statutory requirements, the Seller reserves the right, without notice and without affecting the validity of the Contract, to make such changes in materials, dimensions and design as in the absolute discretion of the Seller is reasonable or desirable in all the circumstances.
- 3.7** No order which has been accepted by the Seller may be amended or cancelled by the Buyer except with the agreement in Writing of the Seller, which may be withheld for any reason whatsoever, and on terms that the Buyer shall indemnify the Seller in full against all loss, including loss of profit. Costs to include the cost of labour and materials used, damages, charges and expenses incurred by the Seller as a result of cancellation or amendment, including all preparatory costs.

## 4 Price and payment

- 4.1** Subject to the provisions of these Conditions, the price of the Goods shall be the Seller's quoted price or, where no price has been quoted, the price listed in the Seller's price list, current at the date of acceptance of the order and shall be the price set out in the Seller's order acknowledgement as referred to in clause 3.1 and the price payable for any single order placed by the Buyer shall be no less than the Minimum Price. Unless stated otherwise in Writing, all prices are valid for 30 days, after which time they may be altered by the Seller without giving notice to the Buyer. In any event and notwithstanding the foregoing, any offer by the Seller shall be subject to the right of the Seller to revoke any offer at any time prior to acceptance by the Buyer in writing.
- 4.2** The Price is exclusive of carriage, packing, insurance and VAT, and in respect of the VAT this shall be due at the then prevailing rate on the date of the Seller's invoice.
- 4.3** Payment of the Price, carriage, packing, insurance and VAT shall be payable no later than 30 days of the date of the invoice and the Seller reserves the right to delay delivery of the Goods until such time as payment has been made.
- 4.4** Time for payment shall be of the essence and without prejudice to the generality of the foregoing not more than 30 days.
- 4.5** 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 of supplying the Goods, including without limitation, increases in the cost of labour, materials, carriage and insurance resulting in any change in delivery dates, quantities or specification 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.
- 4.6** All payments are to be made without any deductions or withholding or set off in advance, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer

- 4.7** Except as otherwise stated under the terms of any quotation or in any current price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on the following basis:-

- 4.7.1** For orders in excess of £150, delivery to addresses in the UK mainland is included, subject to availability of stock. Delivery times may be delayed if Goods have to be obtained from a third party to fulfil the contract.
- 4.7.2** For orders less than £150, the Seller makes a minimum charge of £7.95 for standard delivery to addresses on the UK mainland but reserves the right to charge more for express or other forms of delivery.
- 4.7.3** In respect of all orders for delivery to addresses outside the UK mainland, the cost of delivery and all insurance charges and special packaging costs shall be payable by the Buyer in addition to the price for the Goods.
- 4.7.4** Any requirements by the Buyer for specific packaging will be charged additionally.
- 4.7.5** The Seller will deliver to one delivery address the whole of the order or in instalments. When the Buyer requires goods to be delivered to more than one address or at staggered dates, additional charges may be levied.
- 4.8** Responsibility for ensuring that any payments reach the Seller by the due date remains wholly and entirely that of the Buyer
- 4.9** If the Buyer fails to make payment of the amount due in full on the due date then, without prejudice to any other rights or remedy available to the Seller, the Seller shall be entitled to:-
  - 4.9.1** cancel the Contract or suspend any further deliveries to the Buyer
  - 4.9.2** charge interest on overdue invoices shall accrue from the date of the invoice from day to day until the date of payment, at a rate of 2% per month, and shall accrue at such a rate after as well as before any judgment and furthermore a part of a month shall be treated as a full month for the purpose of calculating interest
  - 4.9.3** reserve a lien on all property or money of the Buyer in the possession of the Seller for all amounts due or accruing on any account and the Seller may sell property which is subject to lien if the Seller does not receive all outstanding items in 28 days and apply the proceeds to discharge the lien and the Contract expenses
- 4.10** Notwithstanding any other provision of this agreement the Seller reserves the right, notwithstanding Clause 4.1 to render an invoice for the total, or a proportion of the value of the order upon acknowledging the order for immediate payment and to delay performing the Contract until payment has been received. This should not be construed as any reflection on the Buyer's credit worthiness. The right of payment in full with order may be exercised if the Goods ordered by the Buyer require the Seller, to incorporate the Buyer's logo wording or other identification in or on the Goods so entered.

## 5 The Goods

Subject to the provisions of clause 7.3 the quantity and description of the Goods shall be as set out in the order acknowledgement in accordance with clause 3.1.

## 6 Warranties and liability

- 6.1** The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or other-wise, are excluded to the fullest extent permitted by law.
- 6.2** Save where confirmed in writing prior to the date of the order acknowledgement referred to in clause 3.1 this agreement the Seller has given no advice, representation or warranty as to the appropriate use of the Goods.

## 7 Delivery of the Goods

- 7.1** Delivery of the Goods shall be made by the Seller placing the goods in the postal system or collection of the Goods by a carrier for onward transport to the Buyer or delivery by the Seller's own delivery fleet to the Buyer's (Point of Delivery).
- 7.2** Any dates quoted for delivery of the goods or performance of the Contract by the Seller are approximate only and the Seller shall not be liable for any delay in delivery of the Goods or performance of the Contract howsoever caused. Time for delivery or performance by the Seller shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered or the Contract performed by the Seller in advance of the quoted delivery date.
- 7.3** The Seller reserves the right to delivery of up to 10 per cent more or 10 per cent less than the quantity ordered with the price adjusted at a pro-rata rate and the quantity so delivered shall be deemed to be the quantity ordered. These tolerances apply to each individual order. Every difference in size, text or colour shall be regarded as a separate order for the purpose of this Clause.
- 7.4** The Goods may be delivered in instalments either as specified by the Contract or at the Seller's convenience and in either case the failure by the Seller to deliver any one or more instalments shall not entitle the Buyer to treat the Contract as a whole, as repudiated.
- 7.5** If the Buyer fails to accept delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may
  - 7.5.1** Change the Buyer for the Seller's abortive delivery costs and may store the Goods until actual delivery and charge the Buyer for the reasonable costs of storage and insurance, or
  - 7.5.2** 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 or charge the Buyer for any shortfall below the price under the Contract.
- 7.6** If the goods are to be exported from the United Kingdom, the Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and the payment of any duties thereon.
- 7.7** Any stock that the Seller agrees to hold against the Contract will be forwarded to the Buyer after six months without further notification unless agreement to extend this period is given in Writing by the Seller whereupon an invoice will be rendered to the Buyer for settlement in accordance with Clause 4.1.

## 8 Acceptance of the Goods

- 8.1** Subject to the provisions of clause 8.4 any claims raised by the Buyers affecting Goods (not including non-delivery) must be made in writing within seven days of the Point of Delivery and will only be considered if the Goods can be examined by the Seller in their original packaging and providing that no part of the consignment has been used.
- 8.2** Claims for non-delivery must be advised in writing by the Buyer to the Seller within 7 days from the date of the invoice rendered in accordance with clause 3.1
- 8.3** Where no claim has been raised by the Buyer in accordance with clause 8.1 the Buyer shall be deemed to have accepted the Goods by close of business on the seventh day after the Point of Delivery.
- 8.4** Notwithstanding the provisions of the previous clauses of this clause 8 should there be any sign of damage or loss at the Point of Delivery, it is the Buyer's responsibility to endorse the carrier's consignment note to that effect
- 8.5** Where no claim has been raised by the Buyer in accordance with clause 8.2 the Buyer shall be deemed to have accepted the Goods by close of business on the 7th day after the Point of Delivery.
- 8.6** After acceptance the Buyer shall not be entitled to reject Goods for any reason.
- 8.7** Notwithstanding the provisions of this clause 8 the Buyer shall have no right of refusal, rejection or claim in respect of Medicinal Products, Branded or Bespoke Products or Foodstuffs.

## 9 Title and risk

- 9.1** Ownership of the Goods that are the subject of this Agreement shall not pass to the Buyer until such time as the Buyer has made payment in full to the Seller for those Goods.
- 9.2** Risk in the Goods shall be borne by the Buyer from the Point of Delivery.
- 9.3** Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Seller's property. Until that time the Buyer shall be entitled to re-sell or use the Goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether

tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and in the case of tangible proceeds properly stored, protected and insured.

- 9.4** Until such time as the property in the Goods passes to the Buyer and provided the Goods are still in existence and have not been resold, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Seller fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and re-possess the Goods. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall, without prejudice to any other right or remedy of the Seller, forthwith become due and payable.
- 9.5** Where delivery of the Goods is by instalments in accordance with an agreed delivery schedule and the Buyer fails to meet any one or more of the said instalments on the due dates the Seller may in its absolute discretion suspend further deliveries of the Goods pending payment by the Buyer.
- 9.6** All design and origination work including proofs, samples, mock-ups and models remain the property of the Seller unless specifically charged for. If so requested the Buyer must return them forthwith to the Seller.
- 9.7** All tools required for the execution of the Contract will remain in the Seller's possession whether or not the Buyer has paid for or made a contribution towards their costs.
- 9.8** The Seller retains the right to use samples or depictions of Goods supplied to the Buyer and to refer to the Buyer as a client of the Seller in the Seller's promotional literature or advertising or for supply as examples to others for marketing purposes without requiring prior authority from the Buyer.

## 10 Remedies of Buyer

- 10.1** If the Buyer rejects any Goods, the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.
- 10.2** If the Buyer accepts or has been deemed to have accepted any Goods, then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
- 10.3** The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.
- 10.4** Subject to above where loss or damage arises from breach of contract, negligence, misrepresentation or otherwise, neither the Seller nor its employees or agents, on whose behalf the Seller contracts for the purposes of this Condition shall be under any liability to the Buyer or to third parties for any loss of profit or loss of revenue or loss of business or consequential loss or damage however arising.
- 10.5** Any liability of the Seller arising under clause 1.4 above shall not exceed £2,000,000.00.
- 10.6** 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 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 or in such circumstances, the Seller may cancel or suspend performance of the Contract Without Prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Seller's reasonable control.
  - 10.6.1** Explosion, flood, tempest, fire or accident.
  - 10.6.2** Act of God.
  - 10.6.3** War or threat of war, sabotage, insurrection, civil disturbance or requisition.
  - 10.6.4** Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
  - 10.6.5** Import or export regulations or embargoes.
  - 10.6.6** Strikes, lock-outs, or other industrial actions or trade disputes, whether involving employees of the Seller or of a third party.
  - 10.6.7** Difficulties in obtaining raw material, labour, fuel, parts or material.
  - 10.6.8** Power failure or breakdown in machinery.
- 10.7** The Seller's pricing structure is based upon these limitations of liabilities and indemnities and the Buyer is advised to consider obtaining insurance cover for any claims for which the Seller is, pursuant to this condition or otherwise not liable and for any indemnity liability which may arise under this condition. Alternatively, the Seller will upon the Buyer's request in Writing, use reasonable endeavours at additional cost to the Buyer, to obtain additional insurance cover.

## 11 Insolvency of Buyer

- 11.1** This clause applies if
  - 11.1.1** The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order, or becomes bankrupt or goes into liquidation, otherwise than for the purposes of amalgamation or reconstruction, or
  - 11.1.2** An encumbrancer takes possession of, or a receiver administrator is appointed for any of the assets of the Buyer, or
  - 11.1.3** The Buyer ceases, or threatens to cease, to carry on business, or
  - 11.1.4** The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 11.2** If this clause applies then, without prejudice to any other right or remedy available to the Seller including and without prejudice to clause 9.1, the Seller shall be entitled to cancel the Contract 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.

## 12 Intellectual Property Rights

- 12.1** All Intellectual Property in the Goods or which is produced as a result of this Agreement shall be and remain that of the Seller.
- 12.2** When the Buyer has paid the Seller in full for the Goods the transfer of title in accordance with clause 9.1 shall include a licence of any Intellectual Property associated with the Goods that it is possible for the Seller to licence to the Buyer and which is in the Seller's absolute discretion required by the Buyer to use the Goods for their standard purpose.
- 12.3** The Buyer shall not at any time alter or deface the Seller's name or any of the Seller's trademarks or juxtapose with them any other mark likely to cause confusion or use them as any mark likely to cause confusion either on or in connection with goods other than the Goods supplied by the Seller or as, or part of any name or trading style.
- 12.4** In placing this order, the Buyer indemnifies the Seller against any claim which may be made against the Seller in respect of the infringement of a copyright trademark or registered design or other intellectual property rights, resulting from use of materials or instructions provided by the Buyer in the manufacture or sale of the Goods ordered, and also any costs incurred by the Seller in relation to such claim.

## 13 Third Party Rights

The provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply to this contract and a person who is not a party to the Contract shall have no right under that Act to enforce any term of the Contract.

## 14 General

- 14.1** The Seller may assign any of the rights or obligations under the Contract to any other person.
- 14.2** Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to the other party at its registered office or 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 the notice.
- 14.3** No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.4** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

## 15 Proper law of contract

- 15.1** The validity, construction and performance of this Agreement shall be governed by English law
- 15.2** The parties hereto submit to the exclusive jurisdiction of the English courts.



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