



**SUPPLIES LTD**

**Total Supply**

General Conditions of Sale – Issue 2 Revised July 2024.

## 1. Definitions

In these General Conditions of Sale:

(a) “Seller” means S10 Supplies Ltd a company registered in England and Wales (registered no: 07381731) VAT no; 101628749, whose registered office is at Damer House, Meadow Way Wickford, Essex SS12 9HA and

(b) “Buyer” means any person who: -

(i) is identified as such in any completed Credit Application Form.

(ii) is the other party to a contract for the manufacture, sale or supply of Goods; or

(iii) is named in or receives a quotation or sales invoice for the manufacture or sale of Goods or the provision of services by the Seller.

(c) Contract means any order between the Seller and the Buyer for the sale and purchase of Goods.

(d) Goods means any goods supplied to the Buyer by the Seller (including any part or parts of them).

In these General Conditions of Sale, a reference to a “person” includes a natural person, partnership, sole trader, government body, corporate or unincorporated body.

## 2. Application of Terms

(a) Subject to any variation under condition 2 (c) all Contracts shall be on the terms set out in these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

(b) No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of any Contract.

(c) These General Conditions of Sale shall apply to all the Seller's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Seller. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in these General Conditions of Sale. Nothing in this condition shall exclude or limit the Seller's liability for fraudulent misrepresentation.

(d) Each order or acceptance of a quotation for Goods by the Buyer shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

(e) No order placed by the Buyer shall be deemed to be accepted by the Seller until the Seller delivers the Goods to the Buyer or, where the Buyer arranges delivery, upon collection of the Goods from the Seller's premises.



**SUPPLIES LTD**

**Total Supply**

(f) The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate and made in writing to the Seller. Telephone orders will not be accepted unless confirmed in writing by facsimile, post or email within 24 hours of the telephone order.

(g) Any quotation is given on the basis that no binding contract shall come into existence until the Seller delivers the Goods to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it.

### 3. Permits and Approvals

Unless otherwise stated it shall be the Buyer's responsibility to obtain and provide any access, services, facilities, permits, approvals or licences as may be necessary or required for the delivery of the Goods under this Agreement to the Buyer's premises and their subsequent use.

### 4. Description

(a) The Buyer shall set out in its written order the quantity and type of Goods it is ordering based upon the Seller's then applicable product list.

(b) Unless otherwise stated all specifications, drawings and particulars or weights, dimensions and performance characteristics submitted by the Seller are approximate only and descriptions and illustrations contained in catalogues, price lists, website, dedicated ordering portals, and other written material are intended merely to present a general idea of the goods described therein and none of these shall form part of any Contract.

### 5. Manufacturing Delay

Any delivery dates and or times quoted are given in good faith but unless otherwise stated the Seller will not be held responsible for any delay arising from causes beyond its reasonable control. The Buyer's receipt of Goods shall constitute a waiver of any claim for delay.

### 6. Other Suppliers

The Buyer accepts that the Seller may satisfy orders by the provision of Goods manufactured by the Seller or by third parties.

### General Conditions of Sale

### 7. Delivery

(a) Unless otherwise agreed in writing by the Seller, delivery of the Goods shall take place at the Buyer's place of business set out in its Credit Application Form for a Business Account unless otherwise specified in the Buyer's written order.



**SUPPLIES LTD**

**Total Supply**

(b) Any dates specified by the Seller for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified by the Seller, delivery shall be within a reasonable time.

(c) Subject to the other provisions of these conditions the Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 90 days.

(d) The quantity of any consignment of Goods as recorded on the receipt of delivery signed by or on behalf of the Buyer shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

## 8. Quality

(a) The Buyer shall immediately notify the Seller in writing upon discovery of any defect in the Goods in accordance with clause 9. The Buyer shall not carry out any remedial work on the alleged defective Goods without first obtaining the written consent of the Seller so to do.

(b) If the Seller agrees, at its sole discretion, that any Goods are defective then the Seller shall at its option either repair or replace such Goods (or the defective part) or refund the price of such Goods on condition that the Buyer complies in full of the Seller's published Returns Policy. If the Seller complies with this clause 8 (b) then this shall be the Buyer's sole and exclusive remedy arising from any such defective Goods and the Seller shall have no further liability in respect of such Goods.

(c) Except as set out in this agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement and any Contract; and

(d) The Buyer expressly acknowledges and agrees that the Seller is not liable for any advice given by its agents or employees in relation to the suitability for any purpose of Goods supplied by the Seller and all such advice relied upon is at the Buyer's risk.

## 9. Acceptance and Return of Goods

(a) The Buyer will be responsible for immediate examination of the Goods after arrival at the place of delivery or collection, but nothing in these terms shall require the Buyer to break packaging and/or unpack Goods which are intended to be stored before use. The Seller shall not accept and, save as may otherwise be required by law, shall not be liable for any claim for which it would otherwise be liable in respect of damaged Goods including Goods damaged during transit unless particulars of such claim are notified to the Seller in writing within three working days after arrival of the Goods at the place of delivery or collection. If you do not give us notice within that time, you shall not be entitled, and irrevocably and unconditionally waive any rights, to reject the Goods or claim any damages whatsoever.



**SUPPLIES LTD**

**Total Supply**

(b) The Buyer shall be deemed to have accepted the Goods to be of the description, quality and quantity ordered unless particulars of any claim are notified to the Seller in writing within forty- eight (48) hours after arrival of Goods at the place of delivery or collection.

(c) The Seller will not accept the return of Goods unless such return is authorised by the Seller in accordance with its published Returns Policy. A restocking fee of £30 may be charged to the Buyer where applicable; and

(d) Goods specially purchased, manufactured, machined or cut to size or to Buyer's specifications and any Goods which have in any way been fitted by the Buyer, are not returnable save where the Seller accepts that such Goods are faulty under these General Conditions of Sale.

#### 10. Liability

(a) Save as expressly stated otherwise in these General Conditions of Sale, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

(i) any breach of these conditions or any Contract by the Seller, or its employees, agents or subcontractors.

(ii) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

(iii) any representation, statement or tortious act or omission including negligence arising under or in connection with any Contract.

(b) Nothing in these conditions excludes or limits the liability of the Seller:

(i) for death or personal injury caused by the Seller's negligence; or

(ii) for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; Or (iii) for fraud or fraudulent misrepresentation.

#### General Conditions of Sale

(c) Subject to clause 10 (a) and (b):

(i) 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 contemplated performance of any Contract shall be limited to the charges payable by the Buyer for the applicable Contract; and

(ii) the Seller shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with any Contract.



**SUPPLIES LTD**

**Total Supply**

(d) The Buyer shall defend, indemnify and hold harmless the Seller against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim made against the Seller by any third party arising directly or indirectly from the onward sale of the Goods by the Buyer.

#### 11. Value Added Tax (VAT)

Unless otherwise specified no VAT or any other tax on Goods or services is included in the price and any applicable tax is additional to the quoted price and payable by the Buyer.

#### 12. Extra Charges

Unless agreed to the contrary in writing, if the Seller prepays freight, insurance, custom and import duties (if any), landing and delivery charges and all other charges in connection with shipment and delivery of the Goods, then any such charges shall be to the Buyer's account. The Seller shall have the right to nominate the means of delivery, unless agreed otherwise.

#### 13. Transit Insurance

The Seller will insure Goods in transit where transport is arranged by Seller. Where transport is arranged by the Buyer, the Buyer shall insure the Goods at its own cost in the names of the Seller and Buyer for their respective rights and interests to a value equal to 110% of the price of such Goods.

#### 14. Termination

Orders may be cancelled only with the agreement of the Managing Director or Operations Director of the Seller and the Buyer will be required to indemnify the Seller against all costs, claims, losses or expenses incurred because of that cancellation. This will also include a reasonable profit margin.

#### 15. Exchange Rate Variations

For Goods sourced from any overseas supplier of the Seller the quoted price may be adjusted for any exchange rate variation occurring between date of quotation or order by the Buyer and date of the Seller's first receipt of the Goods.

#### 16. Terms of Payment

(a) The Seller's invoices are payable no later than the thirtieth (30) day after the month of invoicing of the Goods ("Due Date"). Time for payment shall be of the essence.

(b) No payment shall be deemed to have been received until the Seller has received cleared funds.

(c) The Buyer shall make all payments due under any Contract in full without any deduction whether by way of set-off, counterclaim, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.



**SUPPLIES LTD**

**Total Supply**

(d) Without prejudice to clause 21 (Property, Risk and Insurance), in the event of no payment being received from the Buyer in accordance with condition 16 (a):

(i) Payment for any Goods sold under all Contracts shall become immediately due upon default by the Buyer in payment for any of the Goods which the Seller has sold to the Buyer and the Seller shall be entitled to suspend the supply of further Goods to the Buyer;

(ii) Interest will be payable on all overdue accounts at the base rate for the time being of the Bank of England plus 8%, calculated on a daily basis from the due date;

(iii) If payment of any sum due to the Seller is not made as aforesaid and the Seller instructs solicitors or other agencies to collect payment, the costs of collection including solicitor's proper charges and disbursements and court fees shall be payable by the Buyer in addition to the amount to be collected;

(iv) If the Buyer fails to pay for Goods by the due date the Seller shall be at the liberty to treat the contract as repudiated and to determine it on notice to the Buyer without prejudice to the Seller's right to recover from the Buyer by way of damages any loss or expense incurred by the Seller because of the Buyer's default.

#### 17. Delay by Buyer

When any payment is due upon delivery installation commission or test, which is delayed by the Buyer, such payment shall be made as though such delivery installation commissioning or test had been completed. Any extra costs thereby incurred by the Seller shall be to the Buyer's account.

#### General Conditions of Sale

#### 18. Progressive Delivery

The Seller may deliver any of the Goods progressively and shall then be entitled to payment progressively for the items of Goods delivered in such amounts as the Seller shall reasonably determine. If the Buyer fails to make a progress payment within thirty (30) days of end of month of delivery, then the Seller shall be entitled to withhold construction or delivery of the remainder of the Goods without incurring liability for such delay.

#### 19. Cancellation After Default

In case of death, incapacity, bankruptcy, liquidation, suspension of payment or the entering into any arrangement with its Creditors on the part of the Buyer or of any failure to make any payment under any Contract or obligation to the Seller or should a Receiver be appointed in respect of the Buyer's business or affairs, the Seller may without prejudice to any other rights or remedies open to it terminate all outstanding Contracts on notice in writing or suspend or continue delivery hereunder at the Seller's option always reserving to the Seller all rights to recover any loss consequent upon any such loss cancellation or suspension.



**SUPPLIES LTD**

**Total Supply**

## 20. Intellectual Property

(a) All drawings, illustrations, specifications and other literature and materials for or relating to the Goods and whether supplied by or on behalf of the Seller to the Buyer shall remain the exclusive property of the Seller or as applicable its third-party licensors and shall not be transferred to any other party without the previous written consent of the Seller. The Buyer shall not use, reproduce or impart any information contained therein to any third party without the previous written consent of the Seller.

(b) Where the Seller has followed a design, sample or instruction furnished or given by the Buyer, the Buyer shall indemnify the Seller against all damages, penalties, costs and expenses to which it may become liable through any work required to be done in accordance with those instructions involving an infringement of a patent, trademark, registered design, copyright or any other intellectual property right.

## 21. Property, Risk and Insurance

(a) The Goods are at the risk of the Buyer from the time of delivery to or collection by the Buyer.

(b) Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:

(i) the Goods; and

(ii) all other sums which are, or which become due to the Seller from the Buyer on any account.

(c) Until ownership of the Goods has passed to the Buyer, the Buyer shall:

(i) hold the Goods on a fiduciary basis as the Seller's Bailee.

(ii) store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property.

(iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

(iv) maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.

(d) The Buyer's right to possession of the Goods shall terminate immediately if:





**SUPPLIES LTD**

**Total Supply**

(i) the Buyer has a bankruptcy order made against him or 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, or (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, or 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; or

(ii) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under any Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

(iii) the Buyer encumbers or in any way charges any of the Goods.

(e) The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

(f) The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

#### General Conditions of Sale

(g) Where the Seller is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all Goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.

(h) On termination of any Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this condition 21 shall remain in effect.

#### 22. Change in Shareholding of Buyer

It is the Buyer's responsibility to notify the Seller of any change in the Buyer's structure or shareholding by notice in writing and that, until such time as such notice has been given, the Buyer shall be liable to the Seller pursuant to the obligations hereunto entered into by the Buyer, as if such alteration to the Buyer's structure or shareholding had not taken place.





**SUPPLIES LTD**

**Total Supply**

### 23. Rise and Fall

Any quotation for the manufacture by the Seller is made on the basis of costs existing as at the date of the quotation of materials, parts, equipment required to be purchased as component parts, goods transport and labour and any increase incurred by the Seller in any such item after the date of quotation and before delivery will be added to the price and any and every contract is entered into subject to such condition. Without limiting the generality of the term "cost of labour" includes any increase in any statute, regulation, award, or determination by which rates of pay are increased or by which hours of work are reduced for holidays, sick leave or any benefit or amenity is increased and in any such case there shall be deemed to be an increase in the cost of labour.

### 24. Assignment

(a) The Seller may assign any Contract or any part of it to any person, firm or company.

(b) The Buyer shall not be entitled to assign any Contract or any part of it without the prior written consent of the Seller.

### 25. Force Majeure

The Seller reserves the right to defer the date of delivery or to cancel any Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate any applicable Contract.

### 26. Communications

(a) All communications between the parties about any Contract shall be in writing and delivered by hand or sent by pre-paid first-class post, fax or email:

(i) (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller and in the case of notice by email to the following email address:

accounts@s10supplies.co.uk or

(ii) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of any Contract, or such other address as shall be notified to the Seller by the Buyer.



**SUPPLIES LTD**

**Total Supply**

(b) Communications shall be deemed to have been received:

(i) if sent by pre-paid first-class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

(ii) if delivered by hand, on the day of delivery; or

(iii) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

(iv) if sent by email on a working day prior to 4.00 pm, at the time of a receipt confirming the email has been delivered and otherwise on the next working day.

(c) Communications addressed to the Seller shall be marked for the attention of Managing Director or Operations Director.

## 27. Submission to Jurisdiction

(a) These General Conditions of Sale and all Contracts and any dispute or claim arising out of or in connection with them or their 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.

### Theft by Supplier Policy.

This policy applies to all suppliers, contractors and their employees who engage in business with S10 Supplies.

Theft by suppliers, contractors, customers is defined as the unauthorised taking, using or removal of company property, resources, or assets. This includes, but is not limited to:

- 1) Misappropriation of goods, materials, or products.
- 2) Fraudulent billing or invoicing.
- 3) Unauthorized access to company information or intellectual property.
- 4) Any other dishonest or unlawful activity resulting in the loss of company assets.

S10 Supplies Ltd, has a zero-tolerance policy towards theft. Any act of theft will be treated seriously and may result in termination of the business relationship, legal action, and pursuit of restitution.

**Issue 2 Revised July 2024.**