

GreenBlue Urban Limited
Terms and Conditions of Sale

The Buyer's attention is drawn in particular to the provisions of clause 12

1.	<p>GENERAL</p> <p>1.1 In these Conditions the following definitions apply:</p> <p>Business Day: a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.</p> <p>Buyer: the person or firm who purchases the Goods from the Seller.</p> <p>Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 16.6</p> <p>Contract: the contract between the Seller and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.</p> <p>Date of Delivery: the date on which delivery of the Goods takes place pursuant to clause 8.</p> <p>Force Majeure Event: has the meaning given in clause 15.</p> <p>Goods: the goods (or any part of them) set out in the Order.</p> <p>Order: the Buyer's order for the Goods, as set out in the Buyer's purchase order form or the Buyer's written acceptance of the Seller's quotation, as the case may be.</p> <p>Order Confirmation: the written acceptance of the Order sent by the Seller to the Buyer.</p> <p>Seller: GreenBlue Urban Limited (registered in England and Wales with Company number 7162263) or the trading division, subsidiary, holding company or agent of the Seller, as notified to the Buyer in writing.</p> <p>Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Buyer and the Seller.</p> <p>Writing: includes facsimile transmission and electronic mail.</p>		
2.	<p>BASIS OF CONTRACT</p> <p>2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law trade custom, practice or course of dealing.</p> <p>2.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Buyer are complete and accurate.</p> <p>2.3 The Order shall only be deemed to be accepted when the Seller issues the Order Confirmation, at which point the Contract shall come into existence.</p> <p>2.4 The Contract constitutes the entire agreement between the parties and supercedes and extinguishes all previous agreements, promises, assurances, warranties, representation and understandings between them, whether written or oral, relating to its subject matter. The Buyer shall not be relied on by any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.</p> <p>2.5 Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in the Contract. The Buyer shall not be bound by any such material.</p> <p>2.6 A quotation for the Goods given by the Seller shall not constitute an offer. A quotation shall only be valid for a period of 60 days from its date of issue.</p>	8.4	<p>any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.</p> <p>If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.</p> <p>If the Buyer fails to take or accept delivery of the Goods within three Business Days of the Seller notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Contract:</p> <p>8.5.1 delivery of the Goods shall be deemed to have been completed at 9.00am on the third Business Day after the day on which the Seller notified the Buyer that the Goods were ready; and</p> <p>8.5.2 the Seller shall deliver the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).</p>
3.	<p>DESCRIPTION</p> <p>3.1 The description of the Goods shall be set out in the Seller's catalogue.</p> <p>3.2 Any figures, statements, descriptions, illustrations, photographs, drawings, weights or any other matters contained in the Seller's catalogues, pamphlets, price lists or advertising literature are not guaranteed to be accurate and are intended merely to represent a general picture of the Seller's products and services and shall not form part of the Contract nor be regarded as a warranty representation relating to the Goods.</p> <p>3.3 If the Buyer wishes to order Goods in accordance with a particular grade or Specification this should be stated in the Buyer's Order and any accompanying drawings. In any event, the Seller reserves the right (at any time without notice to the Buyer) to change or modify the Specification of the Goods or any materials used in their manufacture.</p>	8.5	<p>8.6 If 10 Business Days after the day on which the Seller notified the Buyer that the Goods were ready for delivery the Buyer has not taken or accepted delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods.</p> <p>8.7 The Buyer shall not be entitled to reject the Goods if the Seller delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Buyer that the wrong quantity of Goods was delivered.</p> <p>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. Failure by the Buyer to make payment by the due date for any one instalment for whatever reason shall entitle the Seller to suspend deliveries of the Goods under the Contract (but without prejudice to any other right the Buyer may have under any of the other provisions of these Conditions).</p>
4.	<p>QUALITY</p> <p>4.1 The Seller warrants that on delivery and for a period of 12 months from the date of delivery (warranty period) the Goods shall:</p> <p>4.1.1 conform in all material respects with their description and any applicable Specification;</p> <p>4.1.2 be free from material defect in design, material and workmanship;</p> <p>4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and</p> <p>4.1.4 be fit for any purpose held out by the Seller.</p>	8.9	<p>BUYER'S INSOLVENCY OR INCAPACITY & TERMINATION</p> <p>9.1 If the Buyer becomes subject to any of the events listed in clause 9.2, or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Seller accordingly then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.</p> <p>9.2 For the purposes of clause 9.1, the relevant events are:</p> <p>9.2.1 the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts; or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (being an individual) is deemed unable to pay its debts or as having no reasonable prospect of doing so, in either case, within the meaning of section 268 of the Insolvency Act 1986; or (being a partnership) has any partner to whom any of the foregoing apply;</p> <p>9.2.2 the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;</p> <p>9.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;</p> <p>9.2.4 (being an individual) the Buyer is the subject of a bankruptcy petition or order;</p> <p>9.2.5 a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;</p> <p>9.2.6 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;</p> <p>9.2.7 (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrator to manage the affairs of the Buyer;</p> <p>9.2.8 a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets; any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.2 to clause 9.2.8 (inclusive);</p> <p>9.2.9 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;</p> <p>9.2.11 the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy; and</p> <p>9.2.12 (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.</p>
5.	<p>TITLE AND RISK</p> <p>5.1 The risk in the Goods shall pass to the Buyer on completion of delivery, in accordance with clause 8.</p> <p>5.2 Title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for:</p> <p>5.2.1 the Goods;</p> <p>5.2.2 any other goods or services that the Seller has supplied to the Buyer in respect of which payment has become due.</p> <p>5.3 Until title to the Goods has passed to the Buyer, the Seller shall:</p> <p>5.3.1 hold the Goods on a fiduciary basis as the Buyer's bailee;</p> <p>5.3.2 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;</p> <p>5.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;</p> <p>5.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;</p> <p>5.3.5 give the Seller such information relating to the Goods as the Seller may require from time to time;</p> <p>5.4 Subject to clause 5.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time:</p> <p>5.4.1 it does so as principal and not as the Seller's agent; and</p> <p>5.4.2 title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.</p>	9.1	<p>9.2.10 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;</p> <p>9.2.11 the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy; and</p> <p>9.2.12 (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.</p> <p>9.3 The Seller may also terminate this Contract with immediate effect by giving written notice to the Buyer if:</p> <p>9.3.1 the Buyer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;</p> <p>9.3.2 the Buyer fails to pay any amount due under the Contract on the due date for payment.</p> <p>9.4 On termination of the Contract for any reason, the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.</p> <p>9.5 Termination of the Contract shall not affect any of the parties rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.</p> <p>9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall nevertheless remain in full force and effect.</p>
6.	<p>DESIGNS, BUYER'S PROPERTY AND INTELLECTUAL PROPERTY</p> <p>6.1 No right of ownership or interest in the Seller's patents, registered designs, trade marks, copyrights or any other intellectual property owned by the Seller shall pass to the Buyer in connection with the Goods under these Conditions.</p> <p>6.2 Where Goods are made or supplied to the Buyer's own Specification, pattern or design, a specification, pattern or design supplied by the Buyer or where standard goods of the Seller are altered in accordance with the Buyer's instructions the Buyer warrants and undertakes full responsibility not only for the suitability and fitness of the Specification, pattern or design but also that such Specification, pattern or design does not infringe any patent, trade mark, registered design, copyright or any other proprietary right of any third party and the Buyer shall indemnify and keep the Seller indemnified in full against any liabilities, cost, loss, damage or expense whatsoever (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties and legal and other professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller or otherwise arising from the performance of the Contract by reason of any actual or alleged infringement of any third party's intellectual property rights. The Buyer acknowledges that the Seller shall be under no liability of any description to the Buyer if the Goods prove to be unsuitable for whatever reason for application or use. This clause 6.2 shall survive termination of the Contract.</p> <p>6.3 To the extent that the Seller has agreed in writing to make patterns especially for the Buyer the same shall become the property of the Buyer when paid in full. Any replacements, alteration or repairs to any Buyer's patterns or equipment shall be paid for by the Buyer.</p> <p>6.4 The Seller shall have no responsibility for any loss of or damage to any patterns, equipment or other items of the Buyer's property whilst on the Seller's premises arising from inadequate storage or any unauthorised, injurious act or default by any employee of the Seller or otherwise arising from the Seller's premises or any insurance at all times for such equipment.</p> <p>6.5 The Seller shall have a general lien on all the Buyer's property in the Seller's possession for all sums due at any time from the Buyer and shall be entitled to retain possession of use, sell or dispose of such property as agent for and at the expense of the Buyer and apply the proceeds in and towards the payment of such sums on 28 days notice in writing to the Buyer. On accounting to the Buyer for any balance remaining after payment of any sums due to the Seller and the costs of sale or disposal, the Seller shall be discharged of all liabilities whatsoever in respect of the Buyer's property.</p>	9.2	<p>9.2.13 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);</p> <p>9.2.13.2 fraud or fraudulent misrepresentation;</p> <p>9.2.13.3 breach of or terms implied by section 12 of the Sale of Goods Act 1979;</p> <p>9.2.13.4 defective products under the Consumer Protection Act 1987; or</p> <p>9.2.13.5 any other matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.</p> <p>9.2.4 Subject to clause 12.3:</p> <p>12.4.1 the Seller shall survive termination of the Contract notwithstanding the expiry of the Contract or the loss of sales or business, loss of or damage to goodwill or any indirect or consequential loss arising under or in connection with the Contract; and</p> <p>12.4.2 the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract shall in no circumstances exceed the price of the Goods.</p>
7.	<p>QUOTATIONS AND PRICE</p> <p>7.1 Subject to clause 7.2 below, the price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Seller's published price list in force as at the date of delivery.</p> <p>7.2 Where the price for the Goods is stated in the Order Confirmation, this shall supersede any price set out in the Order.</p> <p>7.3 The Seller may, by giving notice to the Buyer at any time up to 3 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:</p> <p>7.3.1 any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials or other manufacturing costs);</p> <p>7.3.2 any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or</p> <p>7.3.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.</p> <p>7.4 Unless otherwise stated, the price set out in the Seller's quotation shall be exclusive of:</p> <p>7.4.1 any value added tax (VAT), which the Buyer shall additionally be liable to pay to the Seller at the prevailing rate, subject to receipt of a valid VAT invoice; and</p> <p>7.4.2 insurance, packaging, cost of carriage to the contracted place of delivery, cost of off-loading and installation of the Goods (which for the avoidance of doubt shall be at the Buyer's sole risk and expense).</p> <p>7.5 The Seller may invoice the Buyer for the Goods on or at any time after the completion of delivery.</p> <p>7.6 All payments must be made in pound sterling.</p> <p>7.7 Unless otherwise agreed in writing, the Buyer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Seller. Time of payment is of the essence.</p> <p>7.8 If the Buyer fails to pay the invoice in full by the due date for payment (due date), then without limiting the Seller's other remedies, the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above HSBK Bank plc's base rate from time to time (or 4% for any period when that base rate is below 0%). Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.</p> <p>7.9 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 at any time, without limiting any other rights or remedies it may have, set off any amount owing to the Seller against any amount payable by the Buyer to the Seller as the collection point.</p> <p>7.10 All payment due to the Seller under the Contract shall become payable immediately on termination of the Contract despite any other provisions to the contrary.</p> <p>7.11 Samples submitted to the Buyer will be payable by the Buyer unless returned to the Seller, carriage paid, within 1 month from the date of dispatch. In instances where the Seller is working from a new pattern, an altered pattern, or a pattern fresh to the Seller's foundry, the Seller may submit sample castings for approval before manufacturing the majority of the Order which will only be commenced on receipt of such approval in Writing.</p>	9.3	<p>ADDITIONAL GOODS</p> <p>11.1 Where the Seller agrees Goods to be provided in addition to those set out in the Contract but as a part of the Contract, the Buyer shall place an Order in Writing setting out the additional Goods to be provided and upon acceptance in Writing by the Seller of such Order the provision of these Conditions shall apply to those additional Goods.</p> <p>LIMITATION OF LIABILITY</p> <p>12.1 The Seller has obtained insurance cover in respect of its own legal liability with a limit of £5,000,000 for professional indemnity claims (including non-contract disputes or claims), shall be governed by, and construed in accordance with English law. Each party irrevocably agrees, for the sole benefit of the Seller, that subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Seller to take proceedings against the Buyer in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.</p> <p>12.2 The restrictions on liability in the clause 12 apply to every liability under or in connection with the Contract including liability in contract tort (including negligence), misrepresentation, restitution or otherwise.</p> <p>12.3 Nothing in these Conditions shall limit the Seller's liability for:</p> <p>12.3.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);</p> <p>12.3.2 fraud or fraudulent misrepresentation;</p> <p>12.3.3 breach of or terms implied by section 12 of the Sale of Goods Act 1979;</p> <p>12.3.4 defective products under the Consumer Protection Act 1987; or</p> <p>12.3.5 any other matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.</p>
8.	<p>DELIVERY</p> <p>8.1 Delivery of Goods shall be deemed to be effected by the Seller:</p> <p>8.1.1 when the Goods are delivered to the Seller when the same arrive, prior to unloading, at the Buyer's premises or at such premises nominated by the Buyer or at the nearest accessible road point to such premises;</p> <p>8.1.2 where Goods are delivered by an independent carrier, at the time of loading onto the carrier's vehicle;</p> <p>8.1.3 where Goods are collected by or on behalf of the Buyer by its servants or agents, on completion of loading of the Goods at the Seller's premises or at any other location as may be advised by the Seller as the collection point.</p> <p>8.2 Where it is agreed that the Buyer shall collect the Goods (either from the Seller's premises or such other location as may be advised by the Seller prior to delivery) such collection shall take place within 3 Business Days of the Seller notifying the Buyer that the Goods are ready.</p> <p>8.3 Any dates quoted for delivery are approximate only, and the date of delivery is not of the essence. The Seller shall not be liable for</p>	9.4	<p>12.3.6 termination of the Contract by a court of law or by order of a public authority;</p> <p>12.3.7 termination of the Contract by a court of law or by order of a public authority;</p> <p>12.3.8 termination of the Contract by a court of law or by order of a public authority;</p> <p>12.3.9 termination of the Contract by a court of law or by order of a public authority;</p> <p>12.3.10 termination of the Contract by a court of law or by order of a public authority;</p> <p>12.3.11 termination of the Contract by a court of law or by order of a public authority;</p> <p>12.3.12 termination of the Contract by a court of law or by order of a public authority;</p> <p>12.3.13 termination of the Contract by a court of law or by order of a public authority;</p> <p>12.3.14 termination of the Contract by a court of law or by order of a public authority;</p> <p>12.3.15 termination of the Contract by a court of law or by order of a public authority;</p> 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