

# INVOICE TERMS AND CONDITIONS

## 1. Application

1.1 These Terms and Conditions shall apply to the purchase of the goods detailed overleaf ("Goods") by you ("Client") from Global C. S. Ltd and the provision of the services detailed overleaf ("Services") by Global C. S. Ltd a company registered in the United Kingdom under number 07303906 whose registered office is at 53 Child Lane, Liversedge, West Yorkshire, WF15 7QG ("Supplier") and to the payment of this invoice. No other terms and conditions shall apply to the sale of the Goods and the provision of the Services or to this invoice unless agreed upon in writing between the Client and Supplier.

1.2 The essence of these Terms and Conditions remains the same as those included with the Supplier's quotation. The tense has been altered to reflect the inclusion of these Terms and Conditions in an invoice.

## 2. Interpretation

2.1 A "business day" means any day other than a Saturday, Sunday or bank holiday.

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

2.3 Words imparting the singular number shall include the plural and vice-versa.

## 3. Goods and Services

3.1 The description of the Goods and Services are as set out in the Supplier's communication and confirmed in the quotation and this invoice. In accepting this quotation the Client has acknowledged that it does not rely on any other representations regarding the Goods and Services save for those made in writing by the Supplier. No descriptions of the Goods and Services set out in the Supplier's communication shall be binding on the Supplier and are intended as a guide only.

3.2 The Supplier reserves the right to make any changes in the specification of the Goods and Services which are required to conform to any applicable safety or other statutory or regulatory requirements.

## 4. Fees

4.1 The fees ("Fees") for the Services are set out in the quotation and confirmed in this invoice.

4.2 In addition to the Fees, the Supplier is entitled to recover from the Client reasonable incidental expenses for materials used and for third party goods and / or services supplied in connection with the Services. Any such expenses are included in this invoice.

4.3 The Client has agreed to pay the Supplier for any additional services provided by the Supplier that are not specified in the quotation in accordance with the Supplier's current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between the Supplier and the Client. Any such additional services so rendered are detailed and charged for in this invoice.

4.4 The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

## 5. Price

5.1 Subject to sub-Clause 5.2, the price ("Price") of the Goods and Services shall be that detailed in the quotation, accepted by the Client and confirmed in this invoice.

5.2 Any increase in the cost of the Goods and Services to the Supplier due to any factor beyond the Supplier's control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, shall be reflected in this invoice in accordance with the Supplier's right to increase the Price prior to delivery.

5.3 Any increase in the Price under sub-Clause 5.2 shall only take place upon the Supplier informing the Client of the increase in writing.

5.4 The Price is exclusive of fees for packaging and transportation / delivery.

5.5 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

## 6. Quotation and Contract

6.1 The quotation constitutes written acceptance and confirmation by the Supplier of the Client's order for the Services (as agreed between the Supplier and the Client).

6.2 The quotation is a contractual offer to provide the Services which the Client has accepted. The Supplier and the Client have entered into a contract for the provision of the Services.

## 7. Basis of Sale

7.1 The quotation constitutes written acceptance and confirmation by the Supplier of the Client's order for the Goods and Services.

7.2 The quotation is a contractual offer to sell the Goods and Services which the Client has accepted. The Supplier and the Client have entered into a contract for the sale of the Goods and Services.

## 8. Payment

8.1 The Client shall pay the Price/Fees stated in this invoice within 28 days of the date of this invoice or otherwise in accordance with any credit terms agreed between the Supplier and the Client.

8.2 Payment must be made by the Client notwithstanding that delivery may not have taken place and / or that the property in the Goods and Services has not passed to the Client.

8.3 If the Client fails to make payment within the period in sub-Clause 8.1, the Supplier shall suspend any further deliveries to the Client and suspend the provision of the Services (where the provision of the Services is on-going) and charge the Client in line with the late payment of commercial debts (interest) act on the amount outstanding until payment is received in full.

8.4 Receipts for payment will be issued by the Supplier only at the Client's request.

8.5 Time for payment is of the essence of the Contract between the Supplier and the Client.

8.6 All payments must be made in POUNDS STERLING unless otherwise agreed in writing between the Supplier and the Client.

## 9. Inspection of Goods

9.1 The Client is under a duty to inspect the Goods on delivery or collection.

9.2 If the Goods cannot be examined, the carriers note or such other note as appropriate must be marked "not examined".

9.3 If the Client identifies any damage or shortages it must inform the Supplier in writing within 5 days of delivery, providing details of the alleged damage or shortage. The Supplier shall not be liable if the Client fails to provide such notice.

9.4 The Supplier must be permitted to inspect the affected Goods before the Client uses, alters or modifies them in any way.

9.5 Subject to the Client's compliance with this Clause 9 and the Supplier's agreement with any alleged damage or shortages, the Supplier shall make good any and all damage and shortages within a reasonable time.

9.6 The Supplier shall be under no liability for and shall not indemnify the Client against any matters arising from damage or shortages.

## 10. Returns

10.1 Goods may not be returned without the prior written agreement of the Supplier.

10.2 Subject to sub-Clause 10.4, the Supplier shall only accept returned Goods if it is satisfied that those Goods are defective and that such defects would not be apparent on inspection.

10.3 The Supplier shall have the option of either replacing defective Goods within 5 days of receipt of them or shall refund to the Client the Price for those Goods which are defective.

10.4 The Client may return any Goods within six months of those Goods coming to market (that is, the launch of such goods) within 5 days of delivery provided that:

(a) the Client bears the risk and cost of returning the Goods;

(b) the Client indemnifies the Supplier against any costs incurred in rectifying any deterioration of the Goods resulting from the Client's incorrect handling or storage of the Goods.

10.5 The Supplier shall not be liable for defects arising out of normal wear and tear, the Client's failure to follow instructions given by the Supplier, misuse or alteration of the goods, negligence, wilful damage or any other act of the Client, its employees, agents or any other third party.

## 11. Risk and Title

11.1 Risk of damage to or loss of the Goods shall pass to the Client either when the Goods are delivered to the Client or when the Supplier notifies the Client that the Goods are ready for collection.

11.2 If the Client wrongfully fails to take delivery of the Goods, risk shall pass to the Client at the time when the Supplier has tendered delivery of the Goods.

11.3 Legal and beneficial title in the Goods shall not pass to the Client until the Supplier has received, in cash or cleared funds, payment in full of the Price.

11.4 The Supplier reserves the right to repossess any Goods in which the Supplier retains legal and beneficial title if full payment is not received in accordance with Clause 8. In the event of such repossession the Client shall deliver the Goods in which legal and beneficial title has not passed to the Supplier at its own cost.

11.5 The Client's right to possession of the Goods in which the Supplier retains legal and beneficial title shall terminate if:

(a) the Client commits a material breach of its obligations under these Terms and Conditions;

(b) the Client is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

(c) the Client enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or

(d) the Client convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Client, notice of intention to appoint an administrator is given by the Client or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client.

## 12. Rights, Warranties and Liability (Goods)

12.1 Subject to these Terms and Conditions and except where the Client is purchasing the Goods as a consumer, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

12.2 The Supplier shall not be liable for any loss or damages of any nature, direct or indirect, including any loss of profits or consequential damages suffered or incurred by the Client for whatever reason.

12.3 The exclusions of liability contained within this Clause 12 shall not exclude or limit the liability of the Supplier:

(a) for death or personal injury caused by the Supplier's negligence;

(b) for any matter for which it would be illegal for the Supplier to exclude or limit its liability; and

(c) for fraud or fraudulent misrepresentation.

## 13. Liability and Indemnity (Services)

13.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under these Terms and Conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's employees, agents or otherwise) in connection with its provision of the Services or the performance of any of its other obligations under these Terms and Conditions or this quotation or with the use by the Client of the Services supplied.

13.2 The Supplier shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if such delay or failure is due to any cause beyond the Supplier's reasonable control.

13.3 The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client.

13.4 Nothing in these Terms and Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.

## 14. Communications

14.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

14.2 Notices shall be deemed to have been duly given:

(a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

(b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;

(c) on the fifth business day following mailing, if mailed by national ordinary mail; or

(d) on the tenth business day following mailing, if mailed by airmail.

14.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

## 15. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

## 16. No Waiver

16.1 No waiver by the Supplier of any breach of these Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.2 No failure or delay on the part of either the Supplier or the Client to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

## 17. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

## 18. Law and Jurisdiction

18.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

18.2 Any dispute, controversy, proceedings or claim between the Supplier and the Client relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.