STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

1 INTERPRETATION

1.1 In these Conditions, the following definitions and rules of interpretation shall apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Business Day (unless otherwise defined): the terms and conditions set out in this document as amended from time to time in accordance with clauses 1.1 and/or 1.2.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Controlled Products: includes but is not limited to Goods which are subject to the requirements set out in any of; the Control of Pesticides Regulations 1986 and 1997 (as amended), the Control of Pesticides (Amendment) Regulations 1997, the Plant Protection Products Regulations 2005, or the Pesticides Rules.

Customer: the person or firm who purchases the Goods from the Supplier.

Document: includes all instruction or training manuals relating to the Goods and in addition to any documentation, writing, any drawing, map, plan, diagram, design, pattern or other image, tape, disk or other device or record embodying information in any form.

Fare Marque (even): has the meaning given in clause 1.1.

Goods: the goods (or any part of them) to be provided by the Supplier to the Customer as set out in the Order.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, trade marks, invention, business and customer rights, any secret process or technical process, any mask work rights (whether or not having separate legal personality).

Order: unless otherwise defined, one or more of the Customer’s written purchase orders for Goods which the Supplier is undertaking to supply.

Price List: the list setting out the basic selling price for the Goods and relevant additional costs that may be incurred by the Customer in relation to the Goods, which may be subject to amendment or variation of the Order.

PPE: the personal protective equipment, which may be required or recommended by the Supplier.

Product: includes the Goods, the Services and any goods (or any part of them) supplied with the Goods but excluding anything supplied under a subcontract.

Supplier: Killgerm Chemicals Limited (registered in England and Wales with company number 03189925).

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors and permitted assigns.

1.4 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted.

1.5 Any reference to a statute or provision is a reference to it as it applies at the date when the Contract is made.

1.6 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted, in any subsequent Act or statute.

1.7 Unless the context otherwise requires, any term or expression which has a specific meaning in these Conditions shall have that meaning.

2 BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other

2.2 The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier concerning the Goods or their use or value.

2.3 Any samples, drawings, descriptive matter, or advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier’s catalogues or brochures or on the Supplier’s website are published for the sole purpose of giving an approximate idea of the Goods described thereon. They shall not form part of the Contract or any other contract between the Supplier and the Customer for the sale of the Goods or any contractual form.

2.4 Nothing in these Conditions will affect the statutory rights of the Customer for the Goods as a consumer pursuant to section 12 of the Sale of Goods Act 1979 (as amended from time to time).

2.5 The Supplier’s PPE Illustrations should in no way replace any part of a Customer’s control of substances hazardous to health assessment and the Supplier will not be responsible for any loss or damage arising from the Customer’s return to a use or store for any reason.

2.6 A quotation for the Goods given by the Supplier is subject to these Conditions and shall not constitute an offer. A quotation can be given by the Supplier only in writing and shall not be valid for the Supplier’s Price List date stated, as confirmed by the Supplier’s PPE Illustrations in the Supplier’s catalogue and on the Supplier’s website.

2.7 A quotation for the Goods given by the Supplier is subject to these Conditions. The Customer acknowledges that it is legally capable of entering into binding contracts and is an individual (if oral) or set out in writing (if in writing). A quotation shall be valid for the period of 2 Business Days from the date it was given to the Supplier.

2.8 Quotations for the Goods in the Supplier’s catalogue and on the Supplier’s website are for information only and do not constitute an offer or acceptance of an Order.

2.9 The Supplier’s PPE Illustrations should be used in no way replace any part of a Customer’s control of substances hazardous to health assessment and the Supplier will not be responsible for any loss or damage arising from the Customer’s return to a use or store for any reason.

2.10 The Supplier’s PPE Illustrations should be used in no way replace any part of a Customer’s control of substances hazardous to health assessment and the Supplier will not be responsible for any loss or damage arising from the Customer’s return to a use or store for any reason.

2.11 The Supplier’s PPE Illustrations should be used in no way replace any part of a Customer’s control of substances hazardous to health assessment and the Supplier will not be responsible for any loss or damage arising from the Customer’s return to a use or store for any reason.

2.12 The Supplier’s PPE Illustrations should be used in no way replace any part of a Customer’s control of substances hazardous to health assessment and the Supplier will not be responsible for any loss or damage arising from the Customer’s return to a use or store for any reason.

3 ORDERING

3.1 When the Customer wishes to place an Order, it shall:

3.1.1 send its written purchase order to the Supplier; or

3.1.2 accept either orally, or in writing the Supplier’s quotation; or

3.1.3 accept the Order, as submitted by the Supplier, or the Supplier notifies the Customer that the Goods are not available, or the Supplier shall be free to accept or decline at its absolute discretion. Prior to accepting an Order, the Supplier will ensure that the terms of the Order are complete and accurate.

3.2 If the Customer amends or cancels an Order before the Goods are delivered or supplied by giving written notice to the Customer. On giving such written notice the Supplier shall promptly repay to the Customer any sum paid in respect of the price of the Goods.

3.3 Each Order shall be deemed to be a separate offer by the Customer to purchase the Goods in accordance with these Conditions.

3.4 Subject to clause 3.3, the Customer may at any time prior to despatch of the Goods amend or cancel an Order by written notice to the Supplier. If the Supplier amends or cancels an Order, in the likelihood of the Supplier shall be entitled to payment of the Supplier’s costs reasonably incurred by the Supplier in fulfilling the Order up until the date of amendment or cancellation of an Order or Contract.

3.5 The Customer cannot amend or cancel an Order in accordance with 3.4 without the written consent of the Supplier if the packaging or labelling of the Goods to the Customer’s own specification or the Customer is in breach of any of the provisions set out in clause 4. Each such notice at the Supplier’s sole discretion after acceptance of an Order if the Supplier incurs any costs or cancellation of an Order or Contract, the Customer’s liability to the Supplier shall be limited to the price of the Goods to the Customer at the date of amendment or cancellation of an Order or Contract.

3.6 The Supplier may cancel an Order at any time before the Goods are delivered or supplied by giving written notice to the Customer. On giving such written notice the Supplier shall promptly repay to the Customer any sum paid in respect of the price of the Goods.

4 SPECIAL CONDITIONS

4.1 Poisons

4.1.1 Any Goods marked [P], including Degesch Fumigation Tablets and Plates, Phoenix and Vanity Tablets are subject to the Poisons Rules and can only be supplied to authenticated Customers against an Order signed by an authorised representative of the Customer and stating the purpose for which the Goods are to be used.

4.2 Pesticides – Risk Reduction

Before Customers use Goods known as biocides they should always read the label and product information relating to the Goods before use.

4.3 Electrical Goods and Spares – Risk Reduction

Customer warranties that it is legally capable of entering into binding contracts and is an individual (if oral) or set out in writing (if in writing). A quotation shall be valid for the period of 2 Business Days from the date it was given to the Supplier.

4.4 Some of the Goods (including those described as biocides or treated with biocides) are subject to the requirements set out in the Control of Substances Hazardous to Health Regulations 1999 and the Control of Pesticides (Amendment) Regulations 1997 and are referred to as “Controlled Goods.” The Supplier shall be free to accept or decline at its absolute discretion. Prior to accepting an Order, the Supplier will ensure that the terms of the Order are complete and accurate.

4.5 Approval Categories

4.5.1 Some of the Goods (including those described as biocides or treated with biocides) are subject to the requirements set out in the Control of Substances Hazardous to Health Regulations 1999 and the Control of Pesticides (Amendment) Regulations 1997 and are referred to as “Controlled Goods.” The Supplier shall be free to accept or decline at its absolute discretion. Prior to accepting an Order, the Supplier will ensure that the terms of the Order are complete and accurate.

4.6 Export Terms

4.6.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 4 shall (subject to any special
4.6.2 The Customer shall be responsible for arranging for testing and inspection of the Goods at the Supplier's premises before shipment. The Supplier shall take reasonable care to ensure that the Goods are fit for the purpose for which they are intended and that they do not differ in any material respect from the description and samples supplied to the Customer, which would be apparent on inspection and which is made after inspection, and in respect of any defect in condition and quality.

4.6.3 Unless otherwise agreed in writing between the Customer and the Supplier, the Goods shall be supplied in accordance with INCOTERMS® 2010 DAP® terms.

6.1 As the Supplier is not the manufacturer of the Goods, the Supplier will use all reasonable endeavors to arrange for the Goods to be delivered in accordance with the Customer's delivery instructions or any other instructions that are relevant to the supply of the Goods.

6.2.2 The Customer is responsible for contacting its own local customs office for details about such duties and for paying all such duties as these may vary from country to country. The Supplier has no liability for any claim in respect of any defect in the Goods which may become apparent on inspection and which is made after inspection, and in respect of any defect in condition and quality.
11.1 Without prejudice to any other rights or remedies to which the Supplier may be entitled, the Supplier may terminate a Contract without liability immediately on giving written notice to the Customer if:

11.1.1 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default for more than 10 Business Days after being notified in writing to make such payment;

11.1.2 the Customer commits a material breach of any of the terms of the Contract and (if such a breach is incapable of remedy) to remedy that breach within 28 Business Days of that party being notified in writing of the breach;

11.1.3 the Customer suspends payment or payment in full; or is unable to pay its debts or is deemed unable to pay its debts or is as to be unable to pay its debts or is deemed unable to pay its debts or is as to be unable to pay its debts or has become subject to any form of insolvency proceeding or has a winding-up petition presented or directions given for the appointment of an administrator or to take control of its assets or to commence a process for the reorganization of its assets;

11.1.4 the Customer commits any breach of any of the terms and conditions (including any breach of its obligations under this clause of the Contract) or any breach of any agreement or arrangement with a third party to whom any of the foregoing apply; or

11.1.5 the Customer is the subject of a bankruptcy petition or order, or

11.1.6 a creditor or encumbrancer of the Customer attaches or takes possession of or sells or otherwise disposes of or deals in or with or sells or otherwise deals in or with or sells or otherwise deals in or with or sells or otherwise deals in or with any of the Customer’s assets or any company or any other person or with any personal representative or in any other way becomes entitled to acquire control of the Customer or any of its assets or any control of the Customer’s business or the business of the Customer or any of its assets.

11.1.7 the Customer suspends, threatens to suspend, or makes or threatens to make, any proposal for or enters into any corporate or arrangement or any scheme of arrangement or any other similar arrangement with one or more other companies or the solvent liquidation of the or

11.1.8 (being a company) a floating charge holder over the assets of the Customer becomes entitled to appoint or has appointed an administrator or an receiver; or

11.1.9 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

11.1.10 any event occurs, or proceedings are taken, with respect to the Customer in any jurisdiction in which it is a subject which has an effect equivalent or similar to the meaning of section 123 of the Insolvency Act 1986, or being an individual is declared either unable to pay its debts or as to be unable to pay its debts, or in any other way becomes entitled to acquire control of the Customer or the Customer’s business, or to commence proceedings or take any other action for the winding-up of the Customer or for the appointment of an administrator or as to the Customer becoming subject to any form of insolvency proceeding or being wound up or liquidated or having a winding-up petition presented or directions given for the appointment of an administrator or to take control of its assets or to commence a process for the reorganization of its assets or

11.1.11 the Customer commits any breach of this clause of the Contract or any breach of any agreement or arrangement with a third party to whom any of the foregoing apply; or

11.1.12 the Customer is the subject of a bankruptcy petition or order, or

11.1.13 (being an individual) the Customer dies or, by reason of illness or infirmity, becomes mentally incapable of having a serious effect on the benefit which the Supplier would otherwise have been entitled to receive under the Contract.

11.2 Without prejudice to any other rights or remedies to which the Supplier may be entitled, the Supplier may terminate a Contract without liability immediately on giving written notice to the Customer if:

11.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default for more than 10 Business Days after being notified in writing to make such payment;

11.2.2 the Customer commits a material breach of any of the terms of the Contract and (if such a breach is incapable of remedy) to remedy that breach within 28 Business Days of that party being notified in writing of the breach;

11.2.3 the Customer suspends payment or payment in full; or is unable to pay its debts or is deemed unable to pay its debts or is as to be unable to pay its debts or has become subject to any form of insolvency proceeding or has a winding-up petition presented or directions given for the appointment of an administrator or to take control of its assets or to commence a process for the reorganization of its assets;

11.2.4 the Customer commits any breach of any of the terms and conditions (including any breach of its obligations under this clause of the Contract) or any breach of any agreement or arrangement with a third party to whom any of the foregoing apply; or

11.2.5 the Customer is the subject of a bankruptcy petition or order, or

11.2.6 (being an individual) the Customer dies or, by reason of illness or infirmity, becomes mentally incapable of having a serious effect on the benefit which the Supplier would otherwise have been entitled to receive under the Contract.

11.3 Without prejudice to any other rights or remedies to which the Supplier may be entitled, the Supplier may terminate a Contract without liability immediately on giving written notice to the Customer if:

11.3.1 the Customer shall have notified the Supplier in writing of the Customer's or the Supplier's inability to perform or to continue to perform all or any part of its obligations under the Contract as a result of any breach of any of the terms of the Contract or any breach of any agreement or arrangement with a third party to whom any of the foregoing apply; or

11.3.2 the Customer shall have notified the Supplier in writing of the Customer's or the Supplier's inability to perform or to continue to perform all or any part of its obligations under the Contract as a result of any breach of any of the terms of the Contract or any breach of any agreement or arrangement with a third party to whom any of the foregoing apply; or

11.3.3 the accrued rights and liabilities of the parties as at termination and the rights to which the Customer and the Supplier are entitled under or in connection with the Contract and (if such a breach is incapable of remedy) to remedy that breach within 28 Business Days of that party being notified in writing of the breach;

11.3.4 the Customer commits a material breach of any of the terms of the Contract and (if such a breach is incapable of remedy) to remedy that breach within 28 Business Days of that party being notified in writing of the breach;

11.3.5 the Customer suspends payment or payment in full; or is unable to pay its debts or is deemed unable to pay its debts or is as to be unable to pay its debts or has become subject to any form of insolvency proceeding or has a winding-up petition presented or directions given for the appointment of an administrator or to take control of its assets or to commence a process for the reorganization of its assets;

11.3.6 the Customer commits any breach of any of the terms and conditions (including any breach of its obligations under this clause of the Contract) or any breach of any agreement or arrangement with a third party to whom any of the foregoing apply; or

11.3.7 the Customer is the subject of a bankruptcy petition or order, or

11.3.8 (being a company) a floating charge holder over the assets of the Customer becomes entitled to appoint or has appointed an administrator or an receiver;

11.3.9 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

11.3.10 any event occurs, or proceedings are taken, with respect to the Customer in any jurisdiction in which it is a subject which has an effect equivalent or similar to the meaning of section 123 of the Insolvency Act 1986, or being an individual is declared either unable to pay its debts or as to be unable to pay its debts, or in any other way becomes entitled to acquire control of the Customer or the Customer’s business, or to commence proceedings or take any other action for the winding-up of the Customer or for the appointment of an administrator or as to the Customer becoming subject to any form of insolvency proceeding or being wound up or liquidated or having a winding-up petition presented or directions given for the appointment of an administrator or to take control of its assets or to commence a process for the reorganization of its assets;

11.3.11 the Customer commits any breach of this clause of the Contract or any breach of any agreement or arrangement with a third party to whom any of the foregoing apply; or

11.3.12 the Customer is the subject of a bankruptcy petition or order, or

11.3.13 (being an individual) the Customer dies or, by reason of illness or infirmity, becomes mentally incapable of having a serious effect on the benefit which the Supplier would otherwise have been entitled to receive under the Contract.