



1. Consumables' Conditions Apply

1.1 Unless otherwise specified agreed in writing by Consumables Solutions Limited ("Consumables"), all quotations and contracts for the supply of goods by Consumables are made upon these Conditions of Sale ("The conditions") which shall at all times override any terms and conditions which the purchaser of such goods ("The purchaser") imposes or seeks to impose. "The contract" means any contract made between the parties that incorporates the conditions.

1.2 No terms or conditions endorsed on delivery documents or contained in the Purchaser's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the contract.

1.3 Delivery of any goods following a quotation for supply made by Consumables will be made only upon the Conditions. Orders are accepted subject to the Conditions.

1.4 Any variation must be approved by an authorised Consumables employee and be in writing. Any quotation or estimate is given subject to the Conditions.

2. Payment Terms

2.1 Terms of payment are 30 days from the date of invoice and in default, Consumables shall be entitled without notice to the Purchaser (even if the Purchaser has a contract with a third party) to:

2.1.1 Terminate any outstanding order or quotation;

2.1.2 Withhold and/or suspend supplies; or

2.1.3 Reduce the Purchaser's credit limit.

2.2 Consumables shall also be entitled, at its discretion, to receive payment of any and all monies in respect of goods supplied whether these monies would ordinarily be due for payment at that time or not.

2.3 In addition, Consumables shall be entitled to charge the Purchaser interest on the amount unpaid at the rate of 8% above the Bank of England base rate until payment in full is made and the Purchaser will indemnify Consumables in respect of all costs incurred by Consumables in recovering payment, including the cost of instructing solicitors.

2.4 No payment shall be deemed to have been received until Consumables has received cleared funds. Time of payment is of the essence.

2.5 In the event that the Purchaser tenders payment by cheque and the cheque is subsequently returned by the Purchaser's bankers unpaid, the Purchaser will also indemnify Consumables in respect of all resulting bank charges incurring by Consumables.

2.6 The Purchaser shall make all payments due under the Contract without any deduction whether by way of set-up, counterclaim, discount, abatement or otherwise unless the Purchaser has a valid court order requiring an amount equal to such deduction to be paid by Consumables to the Purchaser.

2.7 Consumables reserves the right to set off, deduct or discount any amounts due from Consumables under any other arrangement with the Purchaser against any monies due to Consumables under this Contract.

3. Prices

3.1 All prices displayed in both Consumables' printed and online publications are subject to VAT where applicable.

3.2 Prices are correct at time of issue and are subject to change without prior notice.

3.3 The price charged to the Purchaser will be the prevailing price at the time of ordering 4. Retention of title.

4. Retention of Title

4.1 Although risk in the goods supplied passes to the Purchaser on delivery, legal title in such goods shall not pass to the Purchaser until Consumables has received in cleared funds the full price payable for such goods and all other goods supplied by Consumables to the Purchaser for which payment is then due.



4.2 Until legal title passes, the Purchaser shall hold the goods on a fiduciary basis as Consumables' bailee and shall keep them properly protected, insured, clearly identified and stored separately from any other goods (whether or not supplied by Consumables). The Purchaser shall not destroy any identifying mark on packaging in the goods. Until that time the Purchaser is entitled to resell or use the goods in the ordinary course of its business but shall account to Consumables for the proceeds of sale and pending payment shall hold such proceeds on trust for Consumables absolutely. Consumables shall be entitled to recover payment for the goods notwithstanding that ownership of the goods has not passed to the Purchaser.

4.3 The Purchaser's right to resell or use the goods shall terminate automatically on the occurrence of any event set out in Condition 12 and/or if any sum owed to Consumables by the Purchaser is not paid when due.

4.4 Until such time as legal title in the goods passes to the Purchaser Consumables may at any time require the Purchaser, its liquidator, receiver or administrator return the goods and/or may repossess the goods by entering upon any premises of the Purchaser or any third party where the goods are reasonably believed to be stored.

4.5 In addition and without prejudice to any other right or remedy available to Consumables, if the Purchaser is in breach of the payment terms or of any of its obligations under this condition, Consumables shall be entitled to:

4.5.1 Cancel the Contract

4.5.2 Suspend further deliveries; or

4.5.3 Terminate any outstanding order or quotation without incurring any liability whatsoever as a consequence of this action.

4.6 Consumables reserves the right at any time before title in the goods has passed to the Purchaser to require the Purchaser to deliver up the goods if any goods if any of the events specified in Conditions 12 occurs.

5. Delivery

5.1 Terms and conditions for delivery are only applicable in the UK. For delivery outside the UK please contact Consumables' export department.

5.2 Unless otherwise agreed delivery of the goods shall take place at the Purchaser's place of business.

5.3 Where Consumables makes the delivery of the goods to the Purchaser's place of business or any other place as agreed in writing, all charges in relation to carriage, including, without limitation transport costs, insurance and unloading, will at Consumables' option, be borne by the Purchaser.

5.4 If for any reason the Purchaser does not accept delivery of any of the goods when they are ready for delivery then the goods will be deemed to have been delivered, risk passing to the Purchaser (including for loss or damage caused by Consumables' negligence) and Consumables may:

5.4.1 Store the goods until actual delivery where upon the Purchaser will be liable for all related costs and expenses (including without limitation storage and insurance); or

5.4.2 Sell the goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Purchaser for any shortfall below the Contract price.

5.5 Consumables reserves the right to deliver in instalments and any failure to deliver one instalment will not entitle the Purchaser to terminate the Contract.

5.6 The quantity of any consignment of goods as recorded by Consumables upon despatch from Consumables' place of business shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive evidence proving the contrary.

5.7 Claims for shortages or damaged goods must be made in writing to Consumables within 3 days of receipt of the goods.

5.8 Claims for non delivery must be made to Consumables within 10 days of date of despatch shown on invoice.

6. Returns

6.1 Notwithstanding any other provision in the Contract, Consumables may at its option allow the Purchaser to return the goods upon the following conditions.



- 6.1.1 That the relevant goods are non-faulty;
 - 6.1.2 That the relevant goods are goods that are ordinarily held in stock at one of Consumables' location;
 - 6.1.3 That the Purchaser notifies Consumables within 10 days of delivery of its intention to return the goods;
 - 6.1.4 That the goods are returned to Consumables within 15 days of delivery;
 - 6.1.5 Consumables and the Purchaser shall agree whether the goods shall be delivered by the Purchaser to Consumables or collected by Consumables from the Purchaser;
 - 6.1.6 That the goods are undamaged, in the original packaging, with all trademarks or other labelling intact and fully suitable for re-sale;
 - 6.1.7 The Purchaser agrees to pay Consumables a 15% handling fee against the return of non-faulty standard goods. This handling fee will be reduced to 7% if the return is processed via Consumables' website.
- 6.2 Notwithstanding any other provision in the Contract, Consumables may from time to time at its sole option accept the return of non standard, non faulty goods upon separate rates, terms and conditions, to be agreed with the Purchaser in advance of any such return. Non standard goods are goods which are not ordinarily held in stock at one of Consumables' locations.

7. Quality

7.1 If Consumables establishes to its reasonable satisfaction that there is a defect in the goods or there is some other failure by Consumables in relation to the conformity of the goods with the Contract, then Consumables shall, at its option, at its sole discretion and within a reasonable time.

7.1.1 Replace such goods with goods which are in all respects in accordance with the Contract; or

7.1.2 Issue a credit note to the Purchaser in respect of the whole or part of the Contract price of such goods as appropriate having taken back such goods, subject, in every case, to the remaining provisions of this Condition provided that the liability of Consumables under this Condition shall in no event exceed the purchase price of such goods and performance of any one of the above options shall constitute an entire discharge of Consumables' liability under this warranty.

7.2 This Condition shall not apply unless the Purchaser:

7.2.1 Notifies Consumables of the alleged defect within 3 days of the time when the Purchaser discovers or ought to have discovered the defect;

7.2.2 Allows Consumables to collect the relevant good;

7.2.3 Complies with any reasonable request or instruction from Consumables; and

7.2.4 Affords Consumables a reasonable opportunity to inspect the relevant goods.

7.3 If Consumables elects to replace the goods pursuant to this Condition, Consumables shall deliver the replacement goods to the Purchaser at Consumables' own expense at the address to which the defective goods were delivered and legal title to the defective goods which are being replaced shall (if it has vested in the Purchaser) revert in Consumables.

7.4 Consumables warrants that upon delivery the goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979. Consumables shall have no liability under the warranty in this Condition:

7.4.1 In respect of any defect arising from wilful damage, negligence, abnormal storage conditions, failure to follow Consumables' or the manufacturers' instructions whichever is appropriate (whether oral or in writing);

7.4.2 If the total price for the goods has not been paid by the due date for payment;

7.4.3 In respect of any type of defect or damage specifically excluded by Consumables by notice in writing; or

7.4.4 If the Purchaser makes any further use of the goods after giving notice in accordance with this Condition.

7.5 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1982) are, to the fullest extent permitted by law, excluded from Contract.



8. Liability

8.1 Subject to Condition 7 above this Condition sets out the entire liability of Consumables (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of:

8.1.1 Any breach of the Conditions of the Contract;

8.1.2 Any use made or resale by the Purchaser of any 01 2007 COS 942/943 17/7/07 10:43 Page 942 Conditions of Sale 943 of the goods, or any product incorporating any of the goods; and

8.1.3 Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

8.2 Nothing in the Conditions excludes or limits the liability of Consumables for death or personal injury caused by Consumables' negligence, or for fraudulent misrepresentation, or fraud or under section 2(3), Consumer Protection Act 1987 or for any matter which it would be illegal for Consumables to exclude or attempt to exclude its liability.

8.3 Subject to Condition 8.2, Consumables shall not be liable to the Purchaser whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from deliberate breach of the Contract by Consumables, its employees, agents or sub-contractors).

8.4 Consumables' total liability to the Purchaser in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise including losses caused by a deliberate breach of the Contract by Consumables, its employees, agents or sub-contractors shall not exceed the value of the Contract.

9. Services

9.1 Any services which are subject to a separate fee and are to be performed by Consumables under the Contract are performed in accordance with Consumables' terms and conditions of service. A copy of the terms and conditions of services are available upon request.

10. Safety and Product Recalls

10.1 The Purchaser shall comply at all times with the written instructions and all written guidelines issued from time to time attached to the goods concerning their storage and use and the Purchaser shall refer its employees and its customers to such instructions and guidelines.

10.2 The Purchaser should satisfy itself that the persons responsible for the storage and use of any goods supplied by Consumables have all the information required on health and safety and Consumables shall not be liable to the Purchaser in any civil proceedings brought by the Purchaser against Consumables in respect of a breach of the user instructions or any applicable health and safety legislation or any regulations, orders or directions made pursuant to such health and safety legislation in force from time to time or under any directive, regulation, order or other instrument relating to health and safety where such exclusion of liability is permitted by law.

10.3 The Purchaser shall keep Consumables properly informed of all complaints concerning the goods and shall comply with any directions of Consumables in any issues, proceedings or negotiations relating to such complaint.

10.4 In the event of any recall of the goods by Consumables the Purchaser shall co-operate fully and promptly with any steps taken by Consumables under the Condition below.

10.5 Consumables may at its discretion recall any goods already sold by Consumables to the Purchaser, (whether for a refund or credit or for replacement of goods which shall in each case be undertaken by Consumables) and/or issue any written or other notification to the Purchaser about the manner of use of any goods already sold by Consumables to the Purchaser. The Purchaser agrees to give all reasonable assistance to Consumables or the manufacturer in resisting any claim which may arise under any recall of product by Consumables or the manufacturer of such product.

11. Force Majeure

11.1 Consumables reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the goods ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Consumables including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, armed conflict, malicious damage, fire, explosion, flood, epidemic, nuclear, chemical or biological contamination, sonic boom, collapse of building structures, loss at sea, natural disaster, extreme adverse weather conditions, failure or energy, break down of plant or machinery 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 providing that, if the event in question continues for a continuous period in excess of 180 days, the purchaser shall be entitled to give notice in writing to Consumables to terminate the Contract.

12. Termination

12.1 Consumables may, as it thinks fit, (without prejudice to any other rights or remedies it may have against the Purchaser) immediately suspend further performance of the Contract or cancel delivery of the goods or stop any goods in transit or by notice in writing to the Purchaser terminate the Contract without liability to Consumables if:

12.1.1 The Purchaser commits a material breach of its obligations under the Contract which is incapable of remedy;

12.1.2 The Purchaser fails to remedy a breach of its obligations under the contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by Consumables to remedy or desist from such breach within a period of 14 days;

12.1.3 Any distress execution or diligence is levied upon any of the Purchaser's goods or property and is not paid out within 7 days of it being levied;

12.1.4 The Purchaser (being a partnership) or the Purchaser's partner offers to make any arrangements with or for the benefit of the creditors of the Purchaser or the Purchaser's partner generally or there is presented in relation to the Purchaser or the Purchaser's partner a petition of bankruptcy;

12.1.5 The Purchaser (being a limited company) is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Purchaser calls a meeting for the purpose of passing a resolution to wind up its company or such a resolution is passed or the Purchaser presents or has presented a petition to wind up or present or have presented a petition or appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of the Purchaser's business, undertaking, property assets;

12.1.6 The Purchaser ceases, or threatens to cease, to carry on business;

12.1.7 A secured lender to the Purchaser takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security.

12.2 Notwithstanding any such termination or suspension in accordance with the above the Purchaser shall pay Consumables at the Contract rate all payments subsisting at the time of termination.

13. Product Information

13.1 Whilst Consumables has made every effort to ensure that details and information given in both our printed and online publications are accurate at the time of issue but Consumables gives no guarantees as to the accuracy or completeness of such information. Full technical specifications are not necessarily included and furthermore, Consumables' policy is one of continuous improvement and the right is reserved to alter details and information at any time as the need arises.

13.2 Accordingly, the Purchaser should check any details and information they wish to rely on with Consumables at the time of purchase. Consumables accepts no liability in respect of any errors or omissions herein contained or for any loss or damage, malfunction or consequential loss arising from reliance upon our publications.

14. Consumables Disclaimer

14.1 Any products shown in both our printed and online publications do not represent endorsement by Consumables of any other products, services or organisations.

15. Colour Reproduction

15.1 The colour reproductions of the garments featured in both our printed or online publications are as accurate as the printing or electronic process will allow.

16. Data Protection

16.1 Consumables will at times comply with its obligations under the Data Protection Act 1998

16.2 Consumables may monitor and record telephone calls for the following purposes

16.2.1 Training

16.2.2 Quality and control; and

16.2.3 To confirm verbal instructions

16.3 Consumables has and maintains privacy policies in respect of its website and its business activities generally.

17. Assignment

17.1 The Purchaser shall not be entitled to assign the Contract or any part of it without the prior written consent of Consumables.

17.2 Consumables may assign the Contract or any part of it to any person, firm or company.

18. General

18.1 Each right or remedy of Consumables under the Contract is without prejudice to any other right or remedy of Consumables whether under the Contract or not.

18.2 Each party agrees to keep secret and confidential all information obtained or disclosed as a result of the relationship of the parties under the Contract.

18.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

18.4 Failure or delay by Consumables in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

18.5 Any waiver by Consumables of any breach or, or any default under, any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

18.6 The parties to this Contract do not intend that any term of this contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

18.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

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19.2 Such written permission must be obtained before any part of this publication is stored in a retrieval system of any nature.

19.3 All prices are subject to VAT. All prices are subject to alteration without notice. Consumables reserve the right to amend the Conditions which are subject to confirmation at the time of application.

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