



Educational Resources

MIKE MILLER ASSOCIATES LTD.

(Including the brands Twoey Inside, Outside & Learning)

Standard terms and conditions of sale

1 Definitions

In these terms and conditions, unless the context requires otherwise:

- 1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller;
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.3 'Delivery Date' means the date (if any) agreed with the Buyer or specified by the Seller when the goods are to be delivered;
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller ;
- 1.5 'Price' means the price for the Goods excluding carriage, packing, insurance and VAT; and
- 1.6 "Seller" means Mike Miller Associates Ltd of Syke Road, Wigton, Cumbria. CA7 9NS. United Kingdom.

2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document. Any variations or amendments to these terms and conditions shall be invalid unless agreed by the Seller in writing.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions to the exclusion of the Buyer's own terms and conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 Price and payment

- 3.1 The Price shall be the Seller's quoted price. The Seller reserves the right to increase its quoted prices in the event of an increase in costs of raw materials or in suppliers' charges.
- 3.2 The Price is exclusive of VAT, which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.3 Unless otherwise agreed, the Price is also exclusive of packing and delivery costs, which will be added to the Price.
- 3.4 Payment of the Price, packing and delivery costs and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence.
- 3.5 The Seller reserves the right to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 8% above Nat West Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.

4 The Goods

- 4.1 The quantity of the Goods shall be as agreed by the Seller and the description of the Goods shall (subject to clause 4.2) be as set out in the Seller's catalogue.
- 4.2 Sizes and colours set out in the Seller's catalogue are indicative only and variations may occur in the Goods delivered. Any such variation shall not entitle the Buyer to reject the Goods.
- 4.3 The Seller reserves the right to decline to accept an order for Goods, to discontinue any of the products in its catalogue and to suspend the supply of Goods to the Buyer if the Seller in its own judgment believes that the Buyer has breached these terms and conditions or that there are reasonable grounds for believing that the Buyer may breach them.

5 Warranties and liability

- 5.1 Subject to clause 4.2, the Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 5.2 Without prejudice to clause 5.1, the Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract.
- 5.3 In any event the Seller's maximum liability shall be limited to the risks insured and the amount of cover under the Seller's public and product liability insurance.

6 Delivery of the Goods

Delivery of the Goods shall be made to the Buyer's specified delivery address on or before the Delivery Date. However, time shall not be of the essence for delivery nor capable of being made of the essence. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.

7 Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.
- 7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8 Title and risk

- 8.1 Following delivery, the Goods shall remain the sole and absolute property of the Seller until all debts owed by the buyer to the Seller (whether part-paid, secured or otherwise) are settled. The Buyer grants the Seller the right to enter any premises under the Buyer's control at any time during normal office hours to ascertain the presence of any Goods on those premises and to recover possession of them pending such settlement.
- 8.2 Risk shall pass on delivery of the Goods.

9 Remedies of Buyer

- 9.1 Where the Buyer rejects any Goods then the Seller may at its option replace them with similar Goods that are not faulty and will do so if they are returned to the Seller within 30 days from the date of actual delivery to the Buyer. Apart from this, the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods that conform to the contract of sale.

Twoey inside
Safer, stronger, better

Twoey outside
"Leave me outdoors!"

Twoey learning
See, touch, grow



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9.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.

9.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

10 Intellectual Property Rights

The Seller reserves all its intellectual property rights in the Goods and in their designs and in all its written, photographic and printed materials relating to them and to the Seller's business. The Buyer shall acknowledge such rights when called upon by the Seller to do so and shall assist the Seller as may be reasonably required (at the Seller's cost) in pursuing or defending its rights against any third party.

11 Proper law of contract

This contract is subject to the law of England and Wales and any disputes shall be subject to the exclusive jurisdiction of the courts of those countries.

Signature **Company**

Position **Date**

