

1. Interpretation

In these conditions save where the context requires otherwise:

The “Buyer” means the person whose order is accepted by the Seller

The “Seller” means Mann Associates

The “Goods” means the goods to be sold by the Seller to the Buyer in accordance with the Conditions.

The “Services” means any training, consultancy, advice or other services provides by the Seller to the Buyer in accordance with the Conditions.

The “Conditions” means the standard terms and conditions of sale set out in this document.

The “Contract” means the contract for the purchase and sale of the goods or the provision of Services.

2. Conditions

1. These Conditions shall apply to every sale made or agreed to be made by the Seller. No order given by the Buyer shall constitute an agreement for sale until accepted in writing by the Seller on these Conditions which shall govern the Contract to the exclusion of any other terms and conditions. Any conditions submitted, proposed or stipulated by the Buyer in whatever form, whether written or oral, are expressly waived and excluded.

No change to these Conditions shall be binding unless agreed in writing by the Seller.

3. Cancellation

The Buyer may not cancel the Contract without the written consent of the Seller, which if given shall be deemed to be on the express condition that the Buyer shall indemnify the Seller against all loss or damage arising out of such cancellation unless otherwise agreed in writing by the Seller.

4. Modification

The Seller reserves the right to make any changes in the specification of the Goods or Services which are required to conform with any applicable statutory or European Union requirements or, wherever the Goods are to be supplied to the Buyer’s specification which do not materially affect their quality or

performance.

5. Prices

1. The price of the Goods and Services is ex works, exclusive of costs of delivery, packaging, insurance, any taxes (including, without limitation, value added tax), duties and any other impositions, all of which shall be borne or paid by the Buyer.
2. The Seller reserves the right by giving notice to the Buyer at any time before delivery to reflect any increase the cost to the Seller which is due to any factor beyond the control of the Seller or any change caused or variation to the Contract by the Buyer

6. Payment

1. Payment shall be made in full within 30 days from the date of the invoice. Time for payment is of the essence of the Contract and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Seller. The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after the delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
2. If any sum becomes overdue, the Seller may (without prejudice to any other right or remedy available to it) suspend all further deliveries until payment in full thereof has been made or cancel the Contract as regards any Goods which remain to be delivered thereunder.
3. The Seller may charge interest at the rate of 2% per 28 days on any sum not paid on the due date. Such interest shall run from day to day and accrue after as well as before any judgment and shall from time to time be compounded monthly on the amount overdue until payment thereof.
4. The Buyer shall not be entitled to withhold payment on the ground that it has a claim or set off against the Seller.

7. Delivery

1. Delivery of the Goods shall be made by the Seller delivering the Goods to the place designated by the Buyer. Unless agreed in writing the Seller will decide the method of dispatch. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery should not be of the essence of the contract unless previously agreed in writing by the Seller.
2. Risk of damage to or loss of the Goods shall pass to the Buyer at the

time of delivery to the Buyer's premises or if the Buyer wrongly fails to take delivery of the Goods at the time when the Seller has tendered delivery of the Goods.

3. The Seller may deliver Goods or provide Services by instalments and may invoice the Buyer separately for each instalment. Each delivery shall constitute separate contracts and failure by the Seller to deliver any one or more of the instalments or any claim in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole repudiated.
4.
 1. the Buyer is under a duty to inspect the Goods on delivery and any defect in the goods must be notified to the Seller within 30 days of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure, failing which, the Buyer will not be entitled to reject the Goods.
 2. If the Buyer is entitled to reject the Goods and does so, the Buyer shall return the Goods to the Seller and the Seller will have the option of either replacing the Goods or refunding the price of the Goods to the Buyer but shall have no other liability whatsoever.

8. Certificate of Analysis

1. The Seller warrants that on delivery each product will meet the specification set out on the product Certificate of Analysis, and will replace all Goods not conforming to the specification provided that any defects in the Goods are notified to the Seller in accordance with clause 7(d) above. The above warranty is given subject to the following conditions:
 1. The Seller's liability will be limited to replacing the defective Goods or (at the Seller's option) issuing a credit note to the Buyer for a corresponding portion of the price and the Seller shall not be under any other liability there under whatsoever.
 2. The Seller shall be under no liability in respect of any defect in the Goods arising from any specification supplied by the Buyer.
 3. The Seller shall be under no liability in respect of any defects arising from unlawful damage, negligence abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing) misuse or alteration of the Goods without the Seller's approval.
 4. The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) of the total price for the Goods has not been paid by the due date for payment.

5. The above warranty does not extend to the Goods or parts of them not manufactured by the Seller in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee given by the manufacturer of such Goods to the Seller.
2. The warranty contained in this condition is specifically limited to the Buyer and no warranty is made to any other person, whether subsequent Buyer or user, or any other bailee, licensee, assignee, employee, agent or otherwise.
3. The Seller gives no warranty and makes no representation that any sale or use by the Buyer of the Goods will be free from infringement of any patent or other intellectual property right owned or controlled by any third party.
4. Subject as expressly provided in these conditions, and except where the Goods are sold to a person dealing, as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
5. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term or any duty at common law, or under the express terms of the Contract for any consequential loss or damage (whether) for loss or profits or otherwise costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the resale by the Buyer, except as expressly provided in these Conditions.

9. Export Terms

1. "Incoterms" means the international rules for the international trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provision of 'Incoterms' and these Conditions, the latter shall prevail.
2. Where the Goods are supplied for export from the United Kingdom, the provisions of the clause 9(a) shall (subject to any special terms agreed in writing between the Buyer and Seller) apply, notwithstanding any other provisions of these Conditions.
3. The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

4. Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be supplied ex works and the Seller shall be supplied under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
5. The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment or for any claim in respect of any damage during transit.
6. Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank acceptable to the Seller or, if the Seller has agreed in writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance by the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable sixty days after sight to the order of the Seller at such branch of Barclays Bank in England as may be specified in the bill of exchange.
7. The Buyer undertakes not to offer the Goods for resale in any country other than as notified by the Seller to the Buyer at or before the time the Buyer's order is placed or to sell the goods to any person if the Buyer knows or has reason to believe that that person intends to resell the goods in any such country.

10. Property

1. Notwithstanding delivery the property in the Goods will remain with the Seller and will not pass to the Buyer and subject to the following provisions of this Condition, the Buyer will hold the Goods as bailee and fiduciary agent for the Seller until payment in full of the price of the Goods and all other sums due from the Buyer to the Seller on any account whatsoever (in these Conditions referred to as Payment).
2. If the Buyer (before Payment) sells the Goods to any third party, it shall, as between the Buyer and such third party, sell as principal but the Buyer shall sell as the fiduciary agent of the Seller.
3. The Buyer shall hold the proceeds of such sale separate and for the Seller's account pending payment or shall, if the Seller so requires, authorise and direct such third party to pay to the Seller all sums due in respect of the Goods so sold and assign to the Seller the debt owed to the Buyer by such third party.
4. After delivery and until payment, the Buyer shall keep the Goods in good condition and separate and clearly identified as the property of the Seller.
5. After delivery and until payment the Buyer shall keep the Goods fully insured and if the Goods are lost or destroyed shall hold the proceeds of

insurance for and to the order of the Seller.

6. The Seller may at any time without notice, recover possession of Goods, the property of the Seller and the Buyer grants to the Seller irrevocable license to enter any premises then occupied by the Buyer for that purpose.
7. The Seller shall be entitled to maintain an action for the price of the Goods, notwithstanding that the property in them has not passed to the Buyer.

11. Intellectual Property

If the goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with the specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages costs and expenses awarded or against or incurred by the Seller in connection with or paid or agreed by the Seller in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any person which results from the Seller's use of the Buyer's specification.

2. Governing Law

This Contract shall be governed by the law of England and the Buyer agrees to submit the exclusive jurisdiction of the English Courts.

13. Force Majeure

The Seller shall be under no liability for any delay or failure of the products to perform in the event that the manufacturer, supply or delivery of the Goods is prevented or delayed by any act or circumstances beyond the Seller's reasonable control, including but not limited to an Act of God, legislation, water, fire, draught, failure of power supply, blackout, strike, or other action taken by employees in contemplation of furtherance of a trade dispute or owing to any inability to procure materials required for the performance of the Contract.

14. Waiver & Severance

1. Any indulgence granted by the Seller to the Buyer and any failure by the Seller to insist upon strict performance of these Conditions shall not be deemed a waiver of the Seller's rights or remedies nor be deemed a waiver of any subsequent default by the Buyer.
2. The invalidity in whole or in part of any clause in these conditions shall not affect the validity of the remainder of the Conditions.

15. Assignment

This Contract shall not be assigned by the Buyer without the written consent of the Seller.

16. Termination

In the event that:

1. The Buyer makes any voluntary agreement with its creditors or becomes subject to an administration order or (being an individual or firm) become bankrupt or (being a Seller) goes into liquidation (otherwise than for the amalgamation or reconstruction whilst solvent); or

An encumbrance takes possession or a receiver or administrative receiver is appointed, or any of the property or assets of the Buyer; or

The Buyer ceases, or threatens to cease to carry on business; or

Any analogous thing occurs to the Buyer in any jurisdiction.

2. The Seller reasonably anticipates that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly. Then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous arrangement to the contrary.