



Consumables Terms and Conditions

Interpretation

In these Conditions, save where the context requires otherwise: -

1. (a) 'the Buyer' means the person with whom the Company is contracting;
'the Company' means Fenland Laundries Ltd (trading as Micronclean);
'the Goods' means the Goods sold or to be sold by the Company to the Buyer;
- (b) headings are for ease of reference only and shall not affect construction; and
- (c) words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing whole shall be treated as including a reference to any part thereof.

Conditions

2. (a) These Conditions shall apply to every sale made or agreed to be made by the Company. No order given by the Buyer shall constitute an agreement for sale unless accepted by the Company on these Conditions whether by the Company's form of acknowledgement of the Buyer's order or by the despatch of Goods in pursuance thereof. Any Conditions submitted proposed or stipulated by the Buyer in whatever form, whether written or oral, are expressly waived and excluded.
- (b) No change to these Conditions shall be binding unless agreed in writing by the Company.
- (c) No contract to which these Conditions apply shall be a sale by sample.

Cancellation

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

Modification

4. Following acceptance of an order the Company may make any modification or improvement to any of the Goods without notice to the Buyer.

Prices

5. (a) The price of the Goods is exclusive of costs of taxes (including without limitation value added tax), duties and other impositions, all of which shall be paid or borne by the Buyer.
- (b) The Company reserves the right by notice given whether orally or in writing at any time before delivery to vary the price of the Goods. The Company shall give the Buyer notice of such a price increase and shall not deliver the Goods affected if the Buyer shall cancel the undelivered balance of the contract by notice to the Company served within three days of receipt of the Company's notice hereunder.

Payment

6. (a) 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.
- (b) If any sums become overdue, the Company 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 there under.
- (c) The Company may charge interest at 2 per cent, 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 judgement and shall from time to time be compounded monthly on the amount overdue until payment thereof.
- (d) The Buyer shall be entitled to withhold payment on the ground that it has a claim or set-off against the Company.

Delivery

7. (a) Unless otherwise agreed in writing all Goods shall be despatched by the seller's carriers, but the time for delivery shall not be of the essence. Any times quoted for delivery shall be treated as estimates only. The Company shall not be liable for any loss or damage whether arising directly or indirectly from delay in delivery.
- (b) The Company shall be deemed to have delivered the Goods when the Goods are despatched from the Company's premises.
- (c) After delivery the Goods shall be at the Buyer's sole risk in respect of all loss or damage arising from any cause whatsoever unless the Buyer shall notify the Company in writing:
 - (i) Within 7 days of delivery if there is any damage, discrepancy or shortage in the Goods delivered; or
 - (ii) Within 7 days of the date of the Company's invoice if there is a total loss or non-receipt of the Goods.And shall comply with all requirements of the relevant postal service regarding damage, discrepancy, shortage or loss whereupon the Company's liability shall be limited to replacing the relevant Goods and the Company shall not be under any other liability whatsoever.
- (d) The Company may deliver the Goods by instalments and may invoice the Buyer for each instalment.

Claims

8. (a) To the extent permitted by law, all Conditions, warranties or obligations whether express or implied by statute, common law or otherwise are excluded and the provisions of these Conditions shall apply in lieu thereof.
- (b) The Company shall not be liable for defective Goods unless the Buyer gives written notice to the Company within the period of time specified by the Company from time to time or within 2 weeks of delivery (whichever is the shorter) specifying with reasonable detail any matter whereof it is alleged that the Goods are defective.
- (c) The Company's liability under condition 8(b) shall be limited to replacing the defective Goods or (at the Company's option) issuing a credit note to the Buyer for a corresponding proportion of the price and the Company shall not be under any other liability thereunder whatsoever.
- (d) No claim will be met by the Company under condition 8(b) if, in the opinion of the Company: -
 - (i) the defect is not due solely to defective materials or manufacture; or
 - (ii) the Goods have been misused or subjected to neglect or carelessness or involved in any accident or adulteration or dealt with contrary to any directions issued by the Company.
- (e) The warranty contained in this condition is specifically limited to the Buyer and no warranty is made to any other person, whether subsequently Buyer or user, or to any bailees, licensees, assignees, employees, agent or otherwise.
- (f) The Company 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.

Property

9. (a) Notwithstanding delivery the property in the Goods will remain in the Company and subject to the following provisions of this condition the Buyer will hold the Goods as bailee for the Company until payment in full of the price for the Goods and all other sums due from the Buyer to the Company on any account whatsoever (in this condition referred to as 'payment').

(b) 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 as between the Buyer and the Company, the Buyer shall sell as the fiduciary agent of the Company.

(c) The Buyer shall hold the proceeds of any such sale separate and for the Company's account pending payment or shall if the Company so requires authorise and direct such third party to pay to the Company all sums due to the Buyer in respect of the Goods so sold and assign to the Company the debt owed to the Buyer by such third party.

(d) The Buyer shall keep the Goods in good condition and separate and clearly identified as the property of the Company until payment.

(e) 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 Company pending payment.

(f) The Company may at any time without prior notice recover possession of Goods the property of the Company and the Buyer grants to the Company irrevocable licence to enter for that purpose any premises then occupied by the Buyer.

(g) The Company 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.

Liability

10. (a) All descriptions, representations, specifications, samples, colours, illustrations and other particulars furnished or made orally by the Company or in catalogues, price lists or other documents issued by the Company are given for general information purposes only and the Buyer acknowledges that it is not entering into the contract in reliance upon any such description, representation, specification, sample or other particular.

(b) The Buyer acknowledges that it is purchasing the Goods for laboratory, manufacturing and research purposes and undertakes with the Company that it shall not use or otherwise make available in any way whatsoever the Goods for human, drug, food additive or household use. The Buyer shall indemnify and keep indemnified the Company against all liabilities and claims which may be made against the Company by any third party arising from the use or sale of the Goods by the Buyer.

(c) Except to the extent specifically provided for in these Conditions the Company shall not be liable whether in contract, tort or otherwise for any loss, damage or injury howsoever caused or arising from any defect in, failure in, unsuitability for any purpose of, the Goods.

(d) The Company shall not in any event be liable for any indirect or consequential loss whatever and however caused.

(e) Nothing in these Conditions shall exclude or restrict any liability for death or personal injury resulting from the Company's negligence, as that expression is defined in section 1 of the unfair contract terms act 1977.

Waiver

11. No failure or delay by the Company on exercising any right hereunder shall operate as a waiver thereof or extend to or affect any other or subsequent event or impair any rights or remedies consequent thereon or in any way modify or diminish the rights of the Company under these Conditions.

Assignment

12. The Buyer shall not assign or transfer or purport to assign or transfer any contract to which these Conditions apply or the benefit thereof to any other person.

Severance

13. If any condition shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other Condition all of which shall remain in full force and effect.

Notices

14. Any notice to be given under these Conditions may be delivered, or be sent by first class pre-paid post addressed to the party to be served at the address for such party last known to the party giving the notice. Notices served by post shall be deemed served 48 hours after posting.

Force Majeure

15. Any contract to which these Conditions apply is subject to cancellation by the Company or to such variation as it may find necessary by reason of inability to secure labour, materials, transport or supplies or by reason of strike, lockout, trade dispute, weather conditions, hostilities, legislation, Act of God or any cause whatsoever beyond the control of the Company.

Return of goods

16. a) Goods Reported Faulty Within 14 Days of Receipt.

If you are reporting faulty goods within 14 days of receipt then when the goods are returned to us complete, we'll issue a full refund to you via your original payment method.

b) Goods Damaged in Transit

If your goods were damaged in transit, we request that you report it to us within 7 days. If goods are visibly damaged on receipt, it's best to sign the delivery note accordingly. Once the damaged goods have been collected and received back into our warehouse, we'll issue a full refund to you via your original payment method.

c) Goods returned by agreement with Micronclean for any other reasons will incur a restocking charge of 20% of the invoice value.

Governing Law

17. These Conditions shall be governed by and construed in accordance with English law and the Buyer submits to the non-exclusive jurisdiction of the English courts.