

**G. RYDER & CO. LTD.**  
MANUFACTURERS OF QUALITY HANDMADE PRODUCTS

**Terms & Conditions of Sale**

1. Interpretation

1.1 In these conditions:

"Buyer" means the person who accepts a quotation of the seller for the sale of Goods or whose order for the Goods is accepted by the Seller.

"Goods" means the goods which the Seller is to supply in accordance with these conditions.

"Seller" means G Ryder and Company Limited.

"Conditions" means the standard terms and conditions of the sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions specified in writing by the Seller.

"Contract" means the contract for the purchase and sale of the Goods.

"Writing" includes telex, cable, facsimile transmission and comparable means of communication.

1.2 Any reference in these terms and conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale

2.1 The seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation of the Seller which is accepted in writing by the Buyer, or any written order of the Buyer which is accepted in writing by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and Seller.

2.3 Any advice or recommendation given by the Seller or its employees to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyers own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the seller.

2.5 The Seller's employees or agents are not authorised to make any representations concerning the goods unless confirmed by the Seller in writing. In entering into the contract the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not confirmed in writing.

3. Orders & Specifications

3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.2 The quantity and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.3 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement of the Seller.

3.4 The Seller may assign the Contract with the buyer or sub-contract the whole or any part thereof to any person, firm or company.

4. Price of Goods

4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted, the price ruling at the date of acceptance of the order. All prices quoted are valid for 30 days, unless otherwise specified in writing, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to the Seller.

5. Terms of Payment

5.1 Subject to any special terms agreed in writing between the Buyer and 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 for the price at any time after the Seller has made the Goods ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.2 The Buyer shall pay the price of the Goods within 30 days of the date of the Seller's invoice. The time for payment of the price shall be of the essence of the contract. Receipts for payment will only be issued on request.

5.3 If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-

5.3.1 cancel the Contract or suspend any further deliveries to the Buyer;

5.3.2 appropriate any payment made by the Buyer to such of the Goods the Seller may think fit;

5.3.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 4% above the National Westminster Bank plc's base rate from time to time until payment in full is made (a part of the month being treated as a full month for the purposes of calculating interest).

6. Delivery

6.1 Delivery of the Goods shall be made by the buyer collecting the goods at the Seller's premises or by the Seller tendering the Goods to a carrier for delivery to the Buyer's nominated place for delivery.

6.2 Any dates quoted for the 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 shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 Where Goods are delivered in instalments each delivery shall constitute a separate contract and failure by the Seller to deliver anyone or more of the instalments shall not entitle the Buyer to treat the contract as a whole as repudiated.

6.4 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller, the Seller may:-

6.4.1 store the Goods until actual delivery and charge the Buyer for reasonable costs (including insurance) of storage.

6.4.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess (if any) over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract; or

6.5 if the delivery is delayed by any circumstances beyond the Seller's reasonable control then the periods for delivery shall be extended by such a period as is reasonable in the circumstances.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to the Buyer (or collection by the Buyer) or into custody on the Buyer's behalf whichever is the sooner;

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any provision of these conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the buyer, the buyer shall hold the Goods as the Seller's fiduciary agent and bailee.

7.4 Until such time as the property in the Goods passes to the buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the buyer or third party where the Goods are stored and repossess the Goods; and

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. Warranty and Liability

8.1 Whilst every endeavour is made to supply goods of a high standard no guarantee, warranty or condition whether actual, implied or statutory, shall be given by the Seller as to the quality of the Goods supplied, or to their fitness for any particular purpose or otherwise.

8.2 Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.3 The Seller's liability for any loss or damage arising directly or indirectly out of defects in the Goods supplied or the failure of the goods supplied to conform with any specification or sample is limited to the price paid by the Buyer for the Goods in question.

8.4 Any claim by the Buyer which is based on short delivery or defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller in writing within 14 days from the date of delivery. If the delivery is not refused and the buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the contract.

8.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to repair or replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

8.6 Force Majeure

The Seller shall not be liable for delay or failure in performing its obligations under the contract to the extent that such failure or delay is caused or contributed to by any act of God, war, civil commotion, riot, strike, lock out, trade dispute, breakdown, accident or any other happening or event whatsoever (whether or not of a kind similar to those aforementioned) beyond the reasonable control of the Seller. Should any event occur, the Seller may at its option suspend and/or cancel the contract without incurring any liability whatsoever for any loss or damage thereby occasioned.

9. Insolvency of the Buyer

9.1 This clause applies if:

9.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

9.1.2 an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Buyer; or

9.1.3 the Buyer ceases or threatens to cease to carry on business; or

9.1.4 the Seller reasonably apprehends that any of the event mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If this clause is applied 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 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 agreement or arrangement to the contrary.

10. Export Terms and Territorial Restrictions

10.1 Where the Goods are supplied to the buyer for export from the United Kingdom whether with the Seller's knowledge or not, the provisions of this clause 10 (subject to any special terms agreed in writing between the Buyer and Seller) shall apply notwithstanding any other provisions of these Conditions.

10.2 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.

10.3 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered ex works and the Seller shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.

11. Jurisdiction

This contract shall be construed and governed in all respects in accordance with English law and the Buyer submits to the jurisdiction of the English Courts.



By Appointment  
to Her Majesty The Queen  
Specialist Box Makers  
G. Ryder and Co. Ltd., Milton Keynes

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