

E W Morris  
TERMS OF BUSINESS

1. DEFINITIONS

- a) The company or individual wishing to purchase from E W Morris, will hereinafter be known as the Buyer.
  - b) E W Morris will hereinafter be known as the Supplier.
2. VARIATION It is the responsibility of the Buyer to satisfy themselves of the prevailing Terms of Business effective at the date of order which are available for inspection at [www.ewmorris.co.uk](http://www.ewmorris.co.uk) and all terms and conditions are subject to change by the Supplier without notice.
3. COMPENSATION Under no circumstances whatsoever will the Supplier compensate the Buyer in any way for lost sales, profits or any other commercial or economic losses incurred resulting from a failure to supply any products, or from the withdrawal of any products from sale for any reason.
4. CANCELLATION The Supplier will not accept cancellation in part or whole of any orders for products which have been manufactured solely and explicitly to satisfy the Buyer's order, or stock lines which have been packaged, labelled or in any other way adapted to the Buyer's specific requirements.
5. PRICES The Supplier reserves the right to change prices without notice, but products will be supplied at the price ruling at the date the order was accepted.
6. VAT is charged on all invoices where applicable.
7. CARRIAGE & PACKING All orders will be subject to a carriage and packing charge.
8. FORCE MAJEURE All contracts and orders are accepted subject to Force Majeure and the availability of materials.
9. DAMAGE Damage in transit must be notified within 48 hours of receipt of goods.
10. LOSS/SHORTAGE Loss in transit must be notified in writing within seven days of the date of the invoice.
11. FAULTY GOODS Faulty goods will be exchanged free of charge, if notified within 7 days of invoice date.
12. RETURN OF GOODS The Supplier will not accept returned goods other than faulty or wrongly supplied goods without prior permission. In requesting permission, the original invoice number must be quoted. Goods accepted for return must be in 'mint' condition and wherever possible in their original wrapping. The Supplier reserves the right to either issue credit or exchange the goods of equivalent value.
13. TERMS OF PAYMENT For online orders payment will be made by the Buyer when placing their order. Monies will be paid via HSBC secure epayments. For all other orders credit account holders accounts being due/payable strictly Nett 30 days from despatch of goods unless otherwise agreed in writing. Where accounts fall overdue, the Supplier will be entitled to levy interest at the statutory rate or at 3% per month, whichever is the higher. The Supplier may withdraw the credit account for whatever reason, without notice.
14. QUOTATION Where the Supplier is asked to provide a written quotation the prices quoted therein will not be guaranteed beyond 28 days from the date of the quotation.
15. INDEMNIFICATION The Buyer will indemnify the Supplier against all claims and liability from any third party, and in the event liability of the Supplier shall in no case exceed the sum received by the Supplier.
16. DELIVERY DATES These are not guaranteed although the Supplier will use their best endeavours to ensure that delivery dates and requirements are met. Where delivery dates are given they are without liability. The Supplier may deliver by instalments in such quantities as it may reasonably decide; such instalments shall constitute separate obligations and no breach in respect of one or more of them shall entitle the Buyer to cancel any subsequent instalments or repudiate any contract as a whole.
17. BUYER'S ARTWORK No responsibility can be accepted for loss or damage to the Buyer's own artwork, and whilst every possible care will be taken the Buyer must insure their artwork against all unforeseen damage or loss.
18. RUNNING LINES The Supplier reserves the right to alter, update and amend or delete any of the products within its range, without prior notice.
19. AVAILABILITY Whilst every attempt will be made to maintain stock of all listed items no guarantee of availability can be given, nor will the Supplier guarantee to adhere to estimated availability dates.
20. RETENTION OF OWNERSHIP Ownership of goods delivered by the Supplier will only pass to the Buyer when the Buyer has paid to the Supplier all monies owing from time to time on all transactions. It is however agreed that the Buyer will be entitled to use, or sell the goods to a third party in the ordinary course of business, provided that the Buyer hereby agrees to assign all rights in respect of third party indebtedness to the Supplier. Monies received from the sale of the Supplier's products by the Buyer must be accounted for and held separately until the indebtedness to the Supplier has been fully discharged. The Buyer hereby grants the Supplier irrevocable licence to enter the Buyer's premises with vehicles and agents to recover property belonging to the Supplier.
21. TERMS OF BUSINESS All contracts and agreements shall be construed and arbitrated (at the Buyer's cost) in accordance with English Law.
22. DATA PROTECTION ACT 1998. The information the Buyer provides will be held on the Supplier's database and/or in our records and may be used for collection, assignment, security or any other purpose the Supplier or any third party appointed by the Supplier deems fit in connection with any indebtedness the Buyer may have with the Supplier.
- The Supplier may transfer information about the Buyer to the Supplier's financiers, who:
- (a) may use, analyse and assess information about the Buyer, including the nature of the Buyer's transactions, and exchange with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreements with the Supplier;
  - (b) from time to time, may make searches of the Buyer's record at credit reference agencies where the Buyer's record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches;
  - (c) may give information about the Buyer and the Buyer's indebtedness to the following:
    - (i) the Supplier's or their insurers for underwriting and claims purposes;
    - (ii) any guarantor or indemnifier of the Buyer's or the Supplier's obligations to enable them assess such obligations;
    - (iii) their bankers or any advisers acting on their behalf;
    - (iv) any business to whom the Buyer's indebtedness or our arrangements with the Supplier's financiers may be transferred- to facilitate such transfer.
  - (d) may monitor and/or record any phone calls the Buyer may have with them, for training and/or security purposes.
  - (e) in the event that they transfer all or any of their rights and obligations under their agreement with the Supplier to a third party, may transfer information about the Buyer to enable the third party to enforce their rights or comply with the obligations. The Supplier will provide the Buyer with details of the Supplier's financiers on request, including a contact telephone number if the Buyer wants to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about the Buyer. The Buyer also has a right to receive a copy of certain information they hold about the Buyer if the Buyer applies to them in writing. However a fee will be payable.
23. BREACH OF THESE TERMS In the event of the Buyer being in breach of any of these conditions the Supplier shall be entitled to refuse to supply the Buyer with any further goods or suspend delivery until all breaches have been remedied and all invoices for goods supplied to the Buyer up to the date of the breach(es) and for goods supplied thereafter shall forthwith become due and payable and interest at the Statutory Rate or at 3% per month (whichever is the higher) will become immediately payable thereon.
24. STATUTORY PROVISIONS In the event of any terms and conditions herein being overridden by the statutory provision, the remaining terms shall still have effect. The Buyer hereby accepts that any terms stated on their orders or on any other of their papers will be deemed null and void and that the terms of business stated herein will prevail. The Supplier is not willing to contract at other than these conditions.
25. CHANGE OF OWNERSHIP In the event of change of ownership of the Buyer's business, no agreements made with the previous owners with regard to trade discount, settlement discount or sale or return privileges will be transferable. For orders completed by way of delivery prior to the change of ownership the former owner warrants they will pay the Supplier all amounts owing regardless of any previously agreed credit terms. Thus the credit account facility is withdrawn as at the date of change of ownership and the new owner of the business must apply in writing to the Supplier for a credit account facility. Further, the owner of the business prior to the change of ownership must notify the Supplier in writing of the change within 7 days of the change having taken effect.