

1. APPLICATION

- 1.1 These conditions apply to all contracts between Acota and the Buyer referred to in the order and override all conditions stipulated by the Buyer (even if submitted in a later document); any other agreements between the parties relating to the subject matter of this order are terminated (except an agreement into which these conditions are incorporated).
- 1.2 No variation of these conditions is permitted unless agreed in writing by an authorised officer of Acota. Lead times for delivery shall be as set out in Acota's quotation or proposal or if none is specified Acota's standard lead times shall apply.

2. DESCRIPTION

- 2.1 The description of the goods or services to be supplied by Acota shall be as set out in Acota's quotation, as modified by any written specification supplied by Acota, or otherwise agreed in writing by an authorised officer of Acota.
- 2.2 Acota may amend any specification if required by any applicable statute or regulation, or by notification to the Buyer following which the applicable specification shall be that as so amended.
- 2.3 All samples, drawings, images, descriptive matter and advertising materials produced by Acota and any descriptions or illustrations contained in Acota's literature, digital media or emails are produced solely to describe the goods or services approximately and do not form part of the agreement into which these conditions are incorporated.

3. PRICE

- 3.1 Save where expressly stated otherwise by Acota the price to be paid for the goods or the services will be Acota's price at the date when the goods are dispatched or the services are provided.
- 3.2 The price of goods includes the cost of Acota's standard packaging; the price does not include VAT. Where the price is based on pallets and/or packaging being returned to Acota, then failure to do so by the Buyer will result in a surcharge at Acota's standard rate.
- 3.3 The price of goods does not include the cost of delivery. Delivery within the UK and Ireland by Acota's transportation or appointed carrier is subject to an additional charge unless otherwise mutually agreed in writing by Acota and Buyer.

4. PAYMENT

- 4.1 Unless otherwise specified on Acota's invoice, payment for the goods or services must be received in cleared funds no later than thirty days of the date of invoice.
- 4.2 Acota reserves the right to charge interest on overdue sums at the rate of 4% per annum above the Base Rate for the time being of Lloyds Bank plc calculated on a daily basis from the due date of payment in Clause 4.1 until the date upon which payment is made.
- 4.3 Acota may at any time require the Buyer to make payment in advance of delivery or require security for payment.
- 4.4 If the Buyer fails to make payment by the due date or when required, Acota may (without prejudice to any other remedy which it may have) cancel this contract and/or any other contract between the Buyer and Acota and/or suspend delivery under this or any other contract until payment is made.
- 4.5 The Buyer will have no statutory or other right of set off.

5. DELIVERY

- 5.1 Delivery dates are approximate only and Acota shall not be responsible for any loss or damage arising from any delay in delivering all or part of any goods ordered or delay in the provision of any services.
- 5.2 Without prejudice to Clause 5.1, Acota will not be liable for any delay in delivery or non-delivery of goods or services or any other breach of these conditions caused by any circumstances beyond Acota's reasonable control including without limitation, any Act of God, explosion, fire, flood, war, hostilities, accident, delay in delivery or non-delivery by Acota's suppliers, breakdowns or accidents to machinery, labour strike or dispute, order or decree of any court or action of any governmental authority, or any other causes or any circumstances beyond Acota's control; on the occurrence of any of the above events Acota reserves the right to cancel or suspend the whole or part of any delivery or service provision.
- 5.3 In the case of any order for goods of a type or description not normally held in stock by Acota, and therefore specially made ordered or imported by Acota to meet such order, the Buyer will accept goods 10% more or 10% less than ordered, the total price of the order being correspondingly adjusted.
- 5.4 Where Acota references the international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) in the relevant contract or proposal, such terms shall apply to delivery save that where they conflict with these conditions, these conditions shall prevail. For deliveries outside of the UK mainland the term of sale shall be FCA Acota UK warehouse unless otherwise mutually agreed in writing by Acota and Buyer.
- 5.5 Goods supplied may be subject to export controls. The Buyer should refer to Acota's packing list accompanying the goods for any export control status.

6. RISK

Risk in all goods supplied to the Buyer will pass to the Buyer on delivery. Unloading shall be at the Buyer's risk.

7. INSPECTION

- 7.1 If the goods or any of them are damaged or lost while in the custody of a carrier, Acota will (at its option) either replace such goods or refund to the Buyer the price paid for them, but Acota's liability in connection with any such goods will not exceed the cost of replacement or the price paid by the Buyer.
- 7.2 Acota will not be under any liability under 7.1 above unless the following conditions are strictly complied with:

- 7.2.1 In the event of non-delivery of a whole consignment of goods the Buyer must inform Acota in writing within ten days of the date of the invoice.
- 7.2.2 In the case of damage to goods or loss of part of a consignment, the consignment must be inspected in the presence of the carrier. If any goods are damaged or lost the consignment note must be endorsed accordingly and the Buyer must notify Acota within forty-eight hours of delivery, such notification to be confirmed in writing within the following five days. Acota shall have no further liability for such damage or loss.

8. LIABILITIES AND WARRANTIES

- 8.1 Nothing in this clause will be deemed to exclude or restrict Acota's liability for (i) death or personal injury resulting from its negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979; and/or (iv) any act, omission or matter, liability for which may not be legally excluded or limited.
- 8.2 If any goods supplied or any services supplied or provided by or on behalf of Acota prove on inspection to be defective in material or workmanship, Acota will (at its option) replace the same (or the defective part) or refund to the Buyer the price of the goods or services (or a pro-rated amount of the price if not all the goods are defective).
- 8.3 The Buyer will determine the suitability of the goods for its intended use and will not rely upon any representations made by or on behalf of Acota.
- 8.4 Acota's liability under these conditions shall never exceed the cost of replacement or the price paid by the Buyer for the goods or services.
- 8.5 Acota will not be liable for any consequential or indirect loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims for consequential compensation whatsoever suffered by the Buyer whether this loss or damage arises from a breach of duty, in contract or in tort or in any other way (including loss or damage arising from Acota's negligence).
- 8.6 The Buyer shall at all times comply with standards of business conduct that are consistent with Acota's Code of Conduct located at www.acota.co.uk/businessconduct and all applicable laws, statutes, regulations and codes relating to anti-bribery including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act 2010 ("Bribery Laws") and shall maintain in place its own policies and adequate procedures, to ensure full compliance with the Bribery Laws. The Buyer shall promptly report to Acota any request or demand for any undue financial or other advantage of any kind received by or offered to the Buyer in connection with Acota's goods or services.
- 8.7 Except as set out in these conditions, all other warranties and conditions, whether express or implied, statutory or otherwise are excluded to the fullest extent permissible at law.

9. ASSIGNMENT

- 9.1 Acota may assign, or deal in any other manner with, any contract between Acota and Buyer or any part of them, including sub-contracting any of its obligations under such contracts to any third party or agent.
- 9.2 The Buyer shall not be entitled to assign, or deal in any other manner with, any contracts between Acota and Buyer or any part of them, including sub-contracting any of its obligations under such contracts, without the prior written consent of Acota.

10. TERMINATION

If there is appointed a Receiver, Administrator or Administrative Receiver of the Buyer's property or assets or any part of them, or a court order is made or a resolution is passed for the winding-up of the Buyer (except for the purpose of amalgamation or reconstruction) or if the Buyer commits any act of bankruptcy, or any bankruptcy petition is presented against the Buyer (or any analogous proceedings under the law of any country outside the United Kingdom are commenced), Acota may by notice in writing to the Buyer cancel all orders and contracts between Acota and the Buyer or any part of them remaining unfulfilled.

11. GENERAL

- 11.1 If any provision, or part of a provision, of these conditions is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "void provision") such invalidity, illegality or unenforceability shall not affect the other provisions of the conditions, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.
- 11.2 No provision of the conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the contract between Acota and Buyer.
- 11.3 A failure to exercise, or delay in exercising a right, power or remedy provided to Acota by these conditions or by law does not constitute a waiver of that, or any other, right, power or remedy and shall not (and nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.

12. JURISDICTION

- 12.1 All contracts between Acota and the Buyer where the goods are shipped to or services are provided in the Republic of Ireland shall be governed by and construed in accordance with the Laws of the Republic of Ireland, and the Buyer agrees to submit to the jurisdiction of the Courts of law in the Republic of Ireland in respect of them.
- 12.2 Except as provided above, all contracts between Acota and the Buyer shall be governed by and construed in accordance with the Laws of England, and the Buyer agrees to submit to the jurisdiction of the Courts of law in England in respect of them.

Effective 1 January 2017