

Terms & Conditions of Sale

1. Interpretations

- a. **Agreement:** the agreement between the Supplier and the Customer for the supply of Work in accordance with these Terms & Conditions.
 - b. **Customer:** the person or firm who purchases the Work from the Supplier.
 - c. **Force Majeure Event:** has the meaning given to it in clause 10.
 - d. **Order:**
 - i. where the Supplier has not provided a quotation, the Customer's order for the supply of Work as set out the Customer's purchase order form; or
 - ii. where the Supplier has provided a quotation, the Customer's written acceptance of the Supplier's quotation.
 - e. **Payment Due Date:** the date on which payment is due from the Customer to the Supplier in accordance with clause 6.
 - f. **Supplier:** Forbes Baxter Associates Limited of e-Innovation Centre, University of Wolverhampton, Telford, TF2 9FT; registered in England and Wales with company number 12559341.
 - g. **Work:** the work and activities (or any part of them) set out in the Order.
2. The Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Agreement.
 3. Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 calendar days from its date of issue, unless otherwise agreed in writing.
 4. Any dates quoted for delivery of work are best estimates only. The Supplier shall not be liable for any delay in delivery of work that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate information or instructions that are relevant to the supply of the work.
 5. All prices quoted by the Supplier exclude VAT and any other sales taxes that may come into effect.

6. Unless otherwise agreed in writing, invoices become due 30 days after the date of the invoice.
 - a. Payment shall be made to the bank account nominated in writing by the Supplier.
 - b. If the Customer fails to make any payment due to the Supplier by the payment due date, the Supplier has the right to charge interest on the overdue amount at the rate of 5% per annum on a daily basis from the Payment Due Date until the date of actual payment of the overdue amount.
7. The Customer agrees to put an HTML link on their website to the Supplier's website.
 - a. The Supplier agrees to provide the content of the link.
 - b. The Customer can change the content as long as the link remains viable and the meaning remains the same.
8. The Supplier shall under no circumstances be liable to the Customer, whether in agreement, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Work.
 - a. This clause shall survive termination of the Agreement
9. The Supplier may subcontract or delegate any or all of its obligations to any third party.
10. Force majeure: for the purposes of this Agreement, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, health crisis, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
 - a. The Supplier shall not be liable to the Agreement as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.
 - b. If the Force Majeure Event prevents the Supplier from providing any of the Work for more than 3 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the Customer.