1. DEFINITIONS AND APPLICATION
1.1. "Buyer" means a person to whom the Seller supplies or is to supply Goods and/or Services pursuant to a Contract; or
1.2. "Contract" means a Contract for the sale of Goods and/or Services made on an order or behalf of the Buyer with a Seller; or
1.3. "Goods" means or Goods supplied or to be supplied by the Seller to the Buyer; or
1.4. "Services" means the Services which the Seller provides pursuant to a Contract; or
1.5. "Seller" means Bystronic UK Limited or its successors in title;
1.6. "Warranties" means Warranties of fitness for particular purpose and of quality in the Goods and/or Services;
1.7. "Warranty card" means a card supplied with the Goods or Services; or
1.8. "Y" means Heads are for convenience only; and
1.9. Any reference to a person includes reference to their legal personal or succession.

2. APPLICATION AND ACCEPTANCE
2.1. No order placed by the Buyer shall be treated as an offer to contract but only as a request for proposals to be presented by the Seller. All orders will be treated as non-binding unless and until it is accepted by the Seller in writing in its ultimate official form.

3. CONFIDENTIALITY
3.1. The Buyer and the Seller shall not disclose any confidence or confidential information concerning the Goods or Services to the other or to any third party without the consent of the other.

4. THE BUYER'S ACCEPTANCE OF DELIVERY OF THE GOODS OR PERFORMANCE OF THE SERVICES
4.1. The Buyer accepts the Goods or Services (or any part thereof) without any reservation or protest.

5. SPECIFICATION
5.1. The Buyer and the Seller have otherwise expressly agreed the sale shall not be a sale by sample and samples submitted and descriptions, illustrations or forecasts in trade literature or brochures or otherwise shall be meant for guidance only.

6. PAYMENT
6.1. Payment in full and cleared funds will be due on receipt of any invoice from the Seller. Payment must be made by the Buyer to the Seller in accordance with the terms and conditions of the Contract, unless otherwise agreed in writing by the Seller, then the Buyer shall pay the Seller the Contract price on the date(s) specified in the Contract.

7. TIME OF DELIVERY
7.1. The Seller will endeavour to meet the Buyer's delivery requirements but accepts no liability to deliver by any specified date. If delivery is not made by the Seller within any agreed time, the failure to do so shall not release the Buyer from its obligations under the Contract.

8. TITLE AND RISK
8.1. Full title to the Goods shall remain with the Seller until such time as they shall have been paid for by the Buyer, or the Seller has received payment in full for the Goods or until the Buyer shall have paid the amount equal to the full price for the Goods contained in the Contract or such lesser sum as may then be due to the Seller under the Contract. The risk shall pass to the Buyer on delivery of the Goods to the Buyer’s premises or to the Buyer’s nominated carrier.

9. TITLE AND RISK
9.1. The Seller reserves the right to refuse to execute any Order or Contract if the Buyer shall have been or become insolvent or if the Buyer shall commit any act of bankruptcy or if the Buyer shall be solvent and either:

10. TANKS AND STORAGE
10.1. Goods will be delivered to the address specified in the Seller's official acknowledgement form or to such other location as may be agreed in writing by the Buyer.

11. PACKING
11.1. The Buyer shall unload the Goods immediately on their arrival at the Buyer's premises.

12. DISCLAIMER
12.1. By placing an order the Buyer shall unconditionally agree that the Buyer shall have no right or remedy for any loss or damage except pursuant to paragraph 18.2.

13. INTELLECTUAL PROPERTY
13.1. The Seller retains all intellectual property rights in the Goods and Services. The Buyer shall not assign, or license any such intellectual rights in the Goods and Services to any third party without the written consent of the Seller.

14. CONFIDENTIALITY
14.1. The Buyer agrees not to disclose any confidential information concerning the Goods or Services to any third party without the consent of the Seller.

15. TERMINATION
15.1. If any of the events of default listed in Section 21.2 shall occur the Seller is entitled to take such action as it deems fit to enforce its rights against the Buyer.

16. TANKS AND STORAGE
16.1. In the case of delivery by sea or rail or for the Buyer's account, the Buyer shall arrange for the loading or unloading of the Goods and shall be responsible for any risks whatsoever during the loading or unloading of the Goods.

17. DETERMINATION
17.1. The Seller reserves the right to refuse the delivery of Goods and/or Services on an order or for the Buyer's account, or shall require the Buyer to pay in advance for delivery of Goods and/or Services.

18. WARRANTIES
18.1. The warranties in Condition 13.1 are on the following conditions:

19. LIMITATION OF LIABILITY
19.1. In no event shall the Seller have any liability for any indirect or consequential loss or damage including but not limited to any loss or damage incurred by the Buyer as a result of any work carried out otherwise than in accordance with the Specification.