



## Anglia Components Plc Standard terms for the sale of goods

Anglia Components Plc is a business-to-business supplier and as such our [angliaLive](#) (Anglia Live) Website is **intended for use by business customers only**.

### Where to find information about us and our products

You can find everything you need to know about us, Anglia Components Plc, and our products on our Website ([www.anglia-live.com](http://www.anglia-live.com)) or by contacting our office before you order. We also confirm the key information to you in writing after you order, either by email, in your online account or on paper.

#### 1. Definitions and Interpretation

##### 1.1 In these Terms:

"Buyer"	means the person whose Order for the Goods is accepted by the Seller or the person who places an order through the Website;
"Goods"	means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms;
"Seller"	means Anglia Components Plc (registered in England under number 04233823) trading as Anglia;
"Contract"	means the contract for the sale and purchase of the Goods;
"INCOTERMS"	Means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made;
"Nominated Courier"	the courier service nominated by the Seller from time to time for the purposes of delivery.
"Order"	means the Buyer's order for the Goods as set out in the Buyer's acceptance of the Seller's quotation or the Buyer's order for the Goods where there is not a Seller's quotation or the order submitted and purchased through the Website.
"TCA Chapter 2"	The EU/UK Trade and Cooperation Agreement 2020 Chapter 2.
"T(CT)A 2018"	Taxation (Cross-border Trade) Act 2018.
"Terms"	means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;
"Website"	means <a href="http://www.anglia-live.com">www.anglia-live.com</a> or <a href="http://www.anglia.com">www.anglia.com</a>

“Writing”	And any similar expression, includes facsimile transmission, electronic mail (E-mail) or other forms of electronic communication, but not text messages.
“VAT”	value added tax (or any equivalent tax) chargeable in the UK or elsewhere.

1.2 References to the legislation that the UK retains by operation of section 3 of the European Union (Withdrawal) Act 2018 are to be read as references to that legislation as amended by UK legislation from time to time.

## 2. Basis of the sale

2.1 A credit account may be granted to the Buyer subject to an investigation by the Seller, which may include a company, director, sole trader or partnership search of the Buyer with a credit reference agency. The Seller will monitor and record information relating to trade credit performance and such records may be made available to other organisations to assess applications for credit and fraud prevention. A request for the purchase of Goods from the Seller will be treated as consent to this procedure. Any credit terms granted shall be at the discretion of the Seller and may be withdrawn at any time without prior notice.

2.2 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Buyer’s Written Order (if accepted by the Seller) or, in the case of an order through the Website, in accordance with such order (if accepted by the Seller by the dispatch of the Goods to the Buyer), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.3 No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller. In the case of the Seller the authorised representative shall only be a director of the Seller.

2.4 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 any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation. The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Terms.

- 2.5 Any advice or recommendation given by the Seller or its employees or agents 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 on entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.6 The images of the Goods on the Website are for illustrative purposes only. Although the Seller has made every effort to display the colours accurately, the Seller cannot guarantee that the Buyer's computer's display of the colours accurately reflect the colour of the Goods. The colour of the Goods may vary slightly from those images and any packaging of the Goods may vary from that shown on images on the Website. Any typographical, clerical or other error or omission on the Website or 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. In the case of products listed for sale on the Website, the prices payable for the items that the Buyer orders are clearly set out on the Website. If by mistake, the Seller has incorrectly priced an item or stated an incorrect currency or currency exchange rate on the Website or in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller, the Seller will not be liable to supply that item to the Buyer at the stated incorrect price or currency or exchange rate and will not be in breach of contract if it does not supply any such items at such incorrect price or currency or exchange rate.

### 3. Orders and specifications

- 3.1 The Seller's authorised representative will specifically confirm, verbally or in Writing, the Seller's acceptance of an Order made otherwise than via the Website to the Buyer and no contract will be formed before that specific confirmation. At any point up until then, the Seller may decline to supply the Goods to the Buyer without giving any reason.
- 3.2 In respect of Orders made through the Website the Seller's acceptance of an Order will be confirmed by the Seller sending the Buyer an email that confirms that the Goods have been dispatched ("Dispatch Confirmation"). The Contract between the Buyer and the Seller will only be formed when the Seller sends the Dispatch Confirmation. At any point up until then, the Seller may decline to supply the Goods to the Buyer without giving any reason.
- 3.3 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.

- 3.4 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Buyer's Order (if accepted by the Seller).
- 3.5 Any minimum order quantities per line item shall be specified by the Seller at the time of the Order.
- 3.6 The Seller reserves the right to impose minimum order quantities per line item or minimum order values per order.
- 3.7 If the Goods are to be manufactured, supplied or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of, any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
- 3.8 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory, regulatory or EU requirements or, which do not materially affect their quality or performance.
- 3.9 No Order which has been accepted by the Seller may be cancelled, amended or rescheduled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 3.10 In respect of any Goods ordered by the Buyer, which are "Electrical and Electronic Equipment", as defined in the Waste Electrical and Electronic Equipment Regulations 2013 or any analogous, equivalent or similar legislation (the "WEEE Regulations"), the Buyer acknowledges and accepts its responsibility for recycling such Goods in accordance with the requirements of the WEEE Regulations.

#### 4. Price of the Goods

- 4.1 The price of the Goods shall be the Seller's quoted price, or where no price has been quoted (or such price is no longer valid), the price displayed on the Seller's price list or, where applicable, on the Buyer's individual account as at the date of acceptance of the Order by

- the Seller. Quotations are only valid at the time of issue. A quotation for the Goods shall not constitute an offer. In the case of Goods purchased through the Website, the price shall be the price clearly set out on the Website. If, by mistake the Seller has incorrectly priced an item or stated an incorrect currency price or currency exchange rate, the Seller will not be liable to supply that item to the Buyer at the stated incorrect price or currency or exchange rate. If the Seller mistakenly accepts and processes an Order where a pricing, currency or exchange rate error is obvious and unmistakable and could reasonably have been recognised by the Buyer as a mispricing, the Seller may cancel supply of the Goods and refund the Buyer any sums it has paid.
- 4.2 The Seller reserves the right, by giving Written notice to the Buyer, at any time up to delivery, to increase the price of the Goods (whether the price of the Goods is a quoted price or not) with immediate effect to reflect:
- 4.2.1 any increase in the cost payable by the Seller which is due to any factor beyond the control of the Seller (including, without limitation, non-compliance with EU and/or UK foreign export requirements as set out under the TCA, Chapter 2, any foreign exchange fluctuation, currency regulation, alteration of duties, increases in costs from suppliers, carriers or other subcontractors, significant increase in the costs of labour, materials or other costs of manufacture or product withdrawal which has been placed on the Seller);
  - 4.2.2 any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer; or
  - 4.2.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 The Seller's Dispatch Confirmation in respect of Website orders or order acceptance confirmation in respect of orders made otherwise than through the Website will, where required, confirm any applicable INCOTERMS as to basis and place of delivery. The applicable costs of delivery shall be as stated on the Website at the time the Buyer places the order, unless otherwise agreed [in Writing] between the Buyer and the Seller. Any delivery charge payable will be included in the invoice issued to the Buyer.
- 4.4 In accordance with the T(CT)A 2018, no UK VAT will be charged on the Goods, unless otherwise stated. The prices of Goods ordered through the Website are expressed exclusive of VAT unless otherwise stated. If VAT is payable on the Goods and the rate of VAT changes

between the order date and the Seller's dispatch of the Goods, the Seller reserves the right to adjust the rate of VAT that the Buyer pays, unless the Buyer has already paid in full before the change in the rate of VAT takes effect.

## 5. Terms of payment

- 5.1 Payment in full (100%) must be given at the time of placing the Order unless the Seller has granted a credit account to the Buyer and confirmed this in Writing to the Buyer in which case payment for the Goods shall be made in accordance with clauses 5.2 and 5.3 below. The Seller shall electronically send an invoice to the Buyer when the Goods are dispatched and in respect of export orders a commercial invoice will be sent to the Buyer with the Goods. The Buyer's credit/debit card details will be encrypted to minimise the possibility of unauthorised access or disclosure.
- 5.2 Where the Seller has agreed to a credit account with the Buyer and notified the Buyer of the terms of such credit account, then the Seller may invoice the Buyer for the price of the Goods on or at any time after 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 notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 5.3 Subject to clause 5.1 above, the Buyer shall pay the price of the Goods without any Deduction in accordance with the credit terms agreed in writing between the Seller and the Buyer and in the absence of agreement as to the timing of payment the Buyer shall pay the price of the Goods within 30 days from the end of the month in which the Seller's invoice is dated, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only on request.
- 5.4 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:
- 5.4.1 cancel the contract or suspend any further deliveries to the Buyer;
  - 5.4.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the

Buyer); and

5.4.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per cent per annum above Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.5 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

5.6 Orders paid for by credit card will only be accepted up to a value of £2000, \$2000 or €2000 and must be a company credit card, registered to the same company and address that goods are being delivered to. Proforma orders, where the values are greater than the above, must be paid for by bank transfer and will not be shipped until funds have cleared.

## 6. Password and security

6.1 If the Buyer registers to use the member's area of the Website, or at the Seller's discretion, the Buyer sets up a credit account with the Seller, the Buyer will be asked to create password(s) to access the member's area and credit account. In order to prevent fraud, the Buyer must keep these password(s) confidential and must not disclose it/them or share it/them with anyone. The Buyer shall be responsible for all activities which occur under his/her/its password(s) and the Buyer's member's area and credit account. If the Buyer's membership and/or credit account is terminated the Buyer will destroy all copies of his/her/its password(s) and any information obtained from the Website. Only members are permitted to view, print and download any information within the membership areas of the Website. Members may not disclose or transfer this information to another person without the Seller's prior written consent.

6.2 If one of the Buyer's employees leaves the Buyer, then the Buyer is responsible for terminating or amending his/her/its password(s) so that employee will no longer have access to the Buyer's member's area or the Buyer's credit account. If the Buyer knows or suspects that someone else knows his/her/its password(s) the Buyer should notify the Seller by email at [info@anglia-live.com](mailto:info@anglia-live.com) immediately.

- 6.3 If the Seller has reason to believe that there is likely to be a breach of security or misuse of the Website, the Seller may require the Buyer to change his/her/its password(s) or the Seller may suspend the Buyer's membership or credit account.
- 6.4 The Buyer will be responsible for and indemnify the Seller for all the Seller's losses, damages, costs and expenses (including without limitation our professional costs and expenses and our consequential losses, loss of profits and goodwill) resulting from the Buyer's breach of this clause 6.

## 7. Delivery

- 7.1 The Seller shall deliver the Goods to the address specified by the Buyer in the relevant Order using its Nominated Courier. The Seller will deliver the Goods to the main entrance/goods inward dept. of the delivery address.
- 7.2 Delivery of an Order shall be complete on its arrival at the delivery address specified by the Buyer in the relevant Order.
- 7.3 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date.
- 7.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.5 The Seller reserves the right to deliver in bulk if in its opinion the quantity or value of the Goods is uneconomical to deliver in separate instalments.
- 7.6 If the Seller fails to deliver the Goods (or any instalment) for any reason, other than any cause beyond the Seller's reasonable control or the Buyer's fault, and if the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to a refund of any price already paid by the Buyer to the Seller in respect of such undelivered Goods (or any instalment) (save that the Seller shall not be liable to the Buyer for failure to deliver the Goods or any instalment ordered through the Website unless a Dispatch Confirmation has been sent to the Buyer).
- 7.7 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 limiting any other right or remedy available to the Seller, the Seller may:

7.7.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

7.7.2 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 over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7.8 The Seller may, in its sole discretion, vary the dates of delivery if so requested to do so by the Buyer provided that the Buyer makes such a request in Writing at least 60 days before the due date of delivery and the revised delivery date is not more than one calendar month after the due date of delivery.

## 8. Risk and ownership

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the ownership of the Goods shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

8.3 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, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.

8.4 Until such time as the ownership of the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

8.5 The Buyer shall not be entitled to pledge, create a lien over 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 moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

9. Warranties and liability of the parties

- 9.1 The Seller has not manufactured the Goods but will use its reasonable endeavours to pass on the benefit of any warranties relating to the Goods provided by the manufacturer. The Buyer may therefore only be entitled to the benefit of any warranty or guarantee as is given by the manufacturer of the Goods to the Seller.
- 9.2 USE OF GOODS. The Buyer shall follow the manufacturer's specified application guidelines for the use of components and must comply with the manufacturer's product specifications as stated on their websites, terms and conditions or product literature. The Buyer acknowledges that such use, sale, or non-compliance is at Buyer's sole risk. The Buyer shall indemnify, defend and hold the Seller harmless from any claims based on: (i) the Seller's compliance with the Buyer's designs, specifications, or instructions, (ii) modification of any Goods by anyone other than the Seller, or (iii) use of Goods in combination with other products or in violation of this clause.
- 9.3 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.4 If there is any defect in the quality or condition of the Goods, then please contact us at either [info@anglia.com](mailto:info@anglia.com) or [info@anglia-live.com](mailto:info@anglia-live.com) for support. The manufacturer's warranty and any liability of the Seller (if any) under these Terms will not cover any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by the Buyer or any third party or if the Buyer uses the Goods in a way contrary to any of the Seller's or the manufacturer's recommendations, the Buyer's failure to follow the Seller's instructions or the manufacturer's instructions or any alteration or repair the Buyer carries out without the Seller's prior Written approval.
- 9.5 The Buyer must notify to the Seller any loss or damage to the Goods in transit or if incorrect Goods are supplied within 7 days of receipt of the Goods. If the Buyer fails to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the Contract and free from any damage and the Buyer shall be deemed to have accepted the Goods. If there is any loss or damage to the Goods in transit or if incorrect Goods are supplied for any reason and if the Seller has been notified in accordance with the time limit stated above then the Buyer's sole remedy shall be limited to the Seller making good any shortage

by replacing such Goods or, if the Seller shall elect, by refunding the part of the price paid in relation to the particular item.

9.6 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

9.7 The Buyer shall pay and indemnify the Seller against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Seller arising out of or in connection with:

9.7.1 the Buyer's breach or negligent performance or non-performance of the Contract and/or breach of these Terms;

9.7.2 the enforcement of the Contract and/or these Terms; and

9.7.3 any steps required to be taken by the Seller to recover payment of its invoices.

9.8 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

9.8.1 Act of God, pandemic, explosion, flood, tempest, fire or accident;

9.8.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.8.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

9.8.4 import or export regulations or embargoes;

- 9.8.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 9.8.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 9.8.7 power failure or breakdown in machinery; and
- 9.8.8 delay or failure of suppliers, carriers or other sub-contractors including without limitation the failure of suppliers to supply the Goods due to product withdrawal, deletion or modification.

## 10. Insolvency of the Buyer

### 10.1 This clause 10 applies if:

- 10.1.1 the Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the Insolvency Act 1986); or
- 10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
- 10.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or
- 10.1.5 the Buyer is subject to any event, or proceedings, in any jurisdiction to which the Buyer is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1.1 to clause 10.1.4 (inclusive).

10.2 If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any 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.

## 11. Export terms

11.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of INCOTERMS shall have the same meaning in these

- Terms, but if there is any conflict between the provisions of INCOTERMS and these Terms, the latter shall prevail.
- 11.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 11 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Terms.
- 11.3 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 if required by the applicable INCOTERMS for the EU or any other alternative jurisdiction.
- 11.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered in accordance with the applicable INCOTERMS and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 11.5 The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment.
- 11.6 Payment for the Goods for export shall be made in accordance with clause 5 above. Clause 5.1 above shall apply to Goods purchased for export through the Website if and to the extent that the Seller permits Goods to be purchased for export through the Website.
- 11.7 The Goods may be subject to UK and international export and/or import restrictions, controls, laws and regulations. As such, the Buyer undertakes not to offer the Goods for resale in any country notified by the Seller to the Buyer or in respect of a country which the Buyer knows or ought to have known the sale is restricted by the manufacturers or the government of such country at or before the time the Order is placed, or to sell the Goods to any person or entity if the Buyer knows or has reason to believe that that person or entity intends to resell the Goods in any such country or may themselves be subject to UK or international sanctions or export restrictions. The Seller will not be liable or responsible if the Buyer breaches this clause or breaks any such law, restrictions or sanctions. The Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other professional costs and expenses) suffered or incurred by the Seller arising out of or in connection with the Buyer's breach of this clause.

## 12. Data Protection

Where the Buyer provides or the Seller collects personal data, the Seller will process such personal data in accordance with the terms of the Seller's privacy policy which is available at <https://www.anglia-live.com/privacyPolicy.pdf>

### 13. General

- 13.1 These terms constitute the entire agreement between a business Buyer and the Seller in relation to the Order. Buyers acknowledge that they have not relied on any statement, promise, representation, assurance or warranty made or given by the Seller or on its behalf which is not set out in these terms and that the Buyer has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 13.2 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 13.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.4 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

### 14. Alternative Dispute Resolution

- 14.1 In the event of a dispute arising out of or relating to this Contract, including any question regarding its breach, existence, validity or termination, and including any non-contractual claims (whether in tort or otherwise) ("Dispute"), the parties shall endeavour to reach a resolution of the Dispute satisfactory to both parties. Either party may commence such process by requesting a meeting with the other party, which may take place in person, or remotely. Each party shall nominate a senior executive not involved in the performance of the Contract who shall meet to try to resolve the Dispute.
- 14.2 If the Dispute is not resolved within 10 business days of the meeting between the senior executives taking place (or if, for any reason, such meeting does not take place within 14 days of either party requesting the meeting (or such longer period as may be agreed between the parties)), then the Dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause, in which case:

- 14.2.1 the number of arbitrators shall be one;
- 14.2.2 the seat, or legal place, of arbitration shall be London, United Kingdom;
- 14.2.3 the language of the arbitral proceedings shall be English; and
- 14.2.4 the Contract shall be governed by the laws of England and Wales.