



---

## Terms & Conditions / Conditions of Sale

The Buyer's attention is drawn in particular to the provisions of condition 11.4.

### 1. Interpretation

#### 1.1 Definitions

The following definitions and rules of interpretation apply in these Conditions:

- **Adelphi:** Adelphi Holdings Limited incorporated and registered in England and Wales with company number 03886680 whose registered office is at Olympus House, Mill Green Road, Haywards Heath, West Sussex, RH16 1XQ, or its subsidiary named in the Order.
- **Business Day:** A day (other than a Saturday or Sunday) on which commercial banks are open for general business in London.
- **Buyer:** The person, firm or company who purchases the Goods from Adelphi.
- **Contract:** The contract between Adelphi and the Buyer for the sale and purchase of the Goods, comprising the Order and these Conditions following acceptance of an Order or delivery of Goods pursuant to condition 2.1.
- **Delivery Point:** The Buyer's premises or such location as specified in the Contract.
- **Goods:** Any goods agreed in the Contract to be supplied to the Buyer by Adelphi (including any part or parts of them).
- **Incoterms:** The international rules for the interpretation of trade terms published by the International Chamber of Commerce in 2000.
- **Order:** The Buyer's order for Goods, whether in Adelphi's standard form or otherwise.

#### 1.2 Headings

Headings in these Conditions shall not affect their interpretation.

### 2. Contract and Application of Terms

2.1 Adelphi is under no obligation to accept any Order. No Order placed by the Buyer shall be deemed accepted until Adelphi issues written or email acceptance, or (if earlier) delivers the Goods to the Buyer, at which point a Contract is created.

2.2 These Conditions shall:

- 2.2.1 apply to and be incorporated into the Contract. Any additional written terms set out in the Contract shall take precedence to the extent of any inconsistency; and
- 2.2.2 prevail over any inconsistent terms or conditions supplied by the Buyer, or implied by law or course of dealing.

2.3 Incoterms shall apply, but where they conflict with these Conditions, these Conditions shall prevail.

2.4 Any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a director of Adelphi.

2.5 Adelphi may sub-contract its obligations under the Contract in whole or in part.

### 3. Description

3.1 The quantity and description of the Goods shall be as set out in Adelphi's quotation or acknowledgement of Order.

3.2 Samples, drawings, specifications, advertising and descriptions or illustrations issued by Adelphi (including on its website, catalogues or brochures) are for guidance only, do not form part of the Contract and do not constitute a sale by sample.

### 4. Delivery

4.1 Delivery shall take place at the Delivery Point. Any change requested by the Buyer is subject to Adelphi's discretion, and the Buyer shall be liable for any additional costs incurred. Adelphi shall arrange suitable transport.

4.2 Delivery or performance dates are approximate only and time is not of the essence.

4.3 Delivery charges shall be invoiced with the Goods.

4.4 Subject to these Conditions, delay in delivery shall not entitle the Buyer to terminate or rescind the Contract unless the delay exceeds 180 days.

4.5 If the Buyer fails to accept delivery, or Adelphi cannot deliver due to the Buyer's failure to provide instructions, documents, licences or authorisations:

- 4.5.1 risk in the Goods (but not title) shall pass to the Buyer;
- 4.5.2 the Goods shall be deemed delivered; and
- 4.5.3 Adelphi may store the Goods and the Buyer shall be liable for all related costs, including storage and insurance.

4.6 The Buyer shall provide, at its own expense, adequate equipment and labour for loading and unloading at the Delivery Point.

4.7 Adelphi may deliver the Goods in instalments. Each instalment shall be invoiced and paid for separately.

4.8 Each instalment shall constitute a separate Contract.

4.9 Conditions 4.7 and 4.8 apply even where instalments share the same Order number.

### 5. Non-Delivery

5.1 Adelphi's dispatch records shall be conclusive evidence of the Goods delivered unless the Buyer proves otherwise.

5.2 Adelphi shall not be liable for non-delivery unless written notice is received within 3 Business Days of the expected delivery date.

5.3 Adelphi's liability for non-delivery shall be limited to replacement within a reasonable time or issuance of a credit note at the pro rata Contract rate.



T +44 (0)1444 472300  
F +44 (0)1444 472329  
E info@adelphi.uk.com  
W www.adelphi.uk.com

## 6. Risk and Title

6.1 Risk passes to the Buyer once the Goods are delivered to the carrier, subject to condition 4.5.1.

6.2 Title shall not pass until Adelphi has received full payment in cleared funds.

6.3 Until title passes, the Buyer shall:

- hold the Goods as Adelphi's bailee;
- store them separately and clearly identifiable;
- not remove or obscure identifying marks; and
- maintain insurance for the full price, holding proceeds on trust for Adelphi.

6.4 The Buyer's right to possession shall terminate immediately upon insolvency-related events.

6.5 Adelphi may enter the Buyer's premises to inspect or recover Goods prior to title passing.

6.6 Adelphi's rights under this condition survive termination.

## 7. Import and Export Licences

The Buyer is responsible for obtaining all required licences and consents at its own cost.

## 8. Price and Payment

8.1 Prices are as set out in the Contract.

8.2 The minimum Contract value is £25.

8.3 All prices exclude packaging, delivery, insurance, VAT and other applicable taxes, which shall be payable by the Buyer.

8.4 Invoices are payable within 28 calendar days of invoice date.

8.5 Time for payment is of the essence.

8.6 Late payments shall accrue interest at 4% above the Bank of England base rate.

8.7 Payments shall be made without set-off or deduction.

## 9. Cancellation

Cancellation fees apply as follows:

- Within 10 Business Days of Contract creation: 50% of the total price.
- After 10 Business Days: 100% of the total price.

## 10. Quality Warranty

10.1 Where Adelphi is not the manufacturer, it shall endeavour to pass on any applicable warranty.

10.2 Adelphi warrants that Goods will be of satisfactory quality and fit for purpose for 12 months from delivery.

10.3 Warranty claims require prompt written notice and reasonable opportunity for inspection.

10.4 Warranties do not apply where defects arise from misuse, alteration or failure to follow instructions.

10.5 Adelphi may repair, replace or refund defective Goods.

10.6 Compliance with condition 10.5 discharges Adelphi's liability.

10.7 Replacements are subject to the remainder of the original warranty period.

## 11. Limitation of Liability

11.1 Adelphi's total liability is limited as set out below.

11.2 Statutory and common law warranties are excluded to the extent permitted by law.

11.3 Nothing limits liability for death, personal injury, fraud or unlawful exclusions.

11.4 Subject to the above:

- Adelphi's total liability shall not exceed the price of the Goods; and
- Adelphi shall not be liable for indirect or consequential losses.

## 12. Assignment

Adelphi may assign the Contract. The Buyer may not do so without written consent.

## 13. Force Majeure

Neither party shall be liable for failure to perform due to events beyond reasonable control.

## 14. General

14.1 Adelphi's rights are cumulative.

14.2 Invalid provisions shall be severed without affecting the remainder.

14.3 Failure to enforce shall not constitute waiver.

14.4 Waivers apply only to the specific breach waived.

14.5 No third-party rights are intended.

14.6 The Contract is governed by the laws of England and Wales.

14.7 The courts of England and Wales have exclusive jurisdiction, subject to condition 14.8.

14.8 Adelphi may bring proceedings in any competent jurisdiction.



T +44 (0)1444 472300  
F +44 (0)1444 472329  
E [info@adelphi.uk.com](mailto:info@adelphi.uk.com)  
W [www.adelphi.uk.com](http://www.adelphi.uk.com)

---

14.9 The Buyer is responsible for compliance with all applicable import and export laws.

14.10 "Subsidiary" has the meaning given in section 1159 of the Companies Act 2006.

### **15. Communications**

15.1 All communications shall be in writing and in English.

15.2 Notices are deemed received as follows:

- by hand: at delivery (or next Business Day if after 5.00 pm);
- by post: 9.00 am on the second Business Day after posting;
- by airmail: 9.00 am on the fifth Business Day after posting;
- by fax or email: at time of sending (or 9.00 am next Business Day if sent after 5.00 pm).