

XRO Chemical Services Ltd – Terms and Conditions of Sale

1. Interpretation The following definitions and rules of interpretation apply in this Agreement.

Buyer: the person, organisation or company who purchases Goods from the Seller.

Contract: any contract between the Seller and the Buyer for the sale and purchase of the Goods incorporating these conditions.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Seller.

Seller: XRO Chemical Services Ltd, Moor Farm Road West, Ashbourne, Derbyshire, DE6 1HD (company registration number 02659833) and referred to in these terms as XRO, we, our, us.

2. All quotations and tenders are given by the Seller on the condition that the Seller shall not be bound until it has communicated its written acceptance of the Buyers order. All prices quoted or accepted are exclusive of VAT and the contract price shall be such prices plus VAT.
3. Except where a price is stated to be “fixed” by the Seller on its written acceptance of the Buyers order any price quoted by the Seller or comprised in the order or contract is provisional only and the actual price to be paid by the Buyer shall be the Seller’s price ruling at the date of despatch.
4. Payment Terms (a) Goods invoiced up to and including the last day of the calendar month shall be paid for not later than the last business day of the following month.

(b) If terms of payment are not complied with, we have the right to charge interest at the current market rate in the period from the due date of payment to final settlement.

(c) If the Buyer fails to pay any amount when it is due, the Seller has the right to seek payment of all outstanding invoices and submit a charge for orders that are “work in progress” at the time.

(d) XRO shall have the option by notice in writing to the Buyer to rescind any contract between the Seller and the Buyer, or to suspend delivery in the event of non-payment of invoices, if the Buyer makes any voluntary agreement with its creditors, is the subject of an administration order, becomes bankrupt or appoints a Receiver.

(e) Retention of Title Ownership of the Goods shall not pass to the Buyer until the Seller has received in full all sums due. The Buyer will maintain the Goods in satisfactory condition and keep them insured on the Seller’s behalf for their full price until resolution of the dispute.

5. Return and Refund policy (a) Unless expressly agreed in writing, the Seller gives no warranties or guarantees that the goods are suitable for any particular purpose or for use under any specific conditions.

(b) Claims in respect of any alleged defect in the goods delivered, must be made in writing by the Buyer within 14 days or if related to the condition of the transport of goods within 5 working days from delivery date.

(c) XRO shall take all reasonable steps to investigate any product complaint and respond within 1 calendar month. If the product is proven to be defective, we will either credit the Buyer or replace the product.

(d) The return of goods shall not be made without the prior agreement between the Buyer and the Seller. No claim by the Buyer can be entertained after the goods have been processed in any way.

6. The Seller shall have no liability of any kind to the Buyer in respect of any loss or damage (whether direct, indirect or consequential) suffered by the Buyer, whether in contract or tort or otherwise and, whether for loss or damage to property or for death or bodily injury or otherwise in respect of any goods supplied by the Seller. The Buyer shall indemnify the Seller against any claim by a third party arising out of any goods supplied to the Buyer.

7. Force Majeure The performance of all contracts and obligations are subject to variation or cancellation by the Seller owing to circumstances beyond its control, including without limitation, any act of God, war, strikes, lockouts, other industrial disputes, Governmental regulations or orders, national emergencies, fire, adverse weather conditions or lack of raw materials.

8. Intellectual Property To the extent permitted by law, Intellectual Property Rights (Formulations) are owned absolutely by XRO and shall not be copied, advertised or amended without the written consent of the Seller.

9. Governing Law and jurisdiction The Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England. The Buyer and Seller irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

10. By ordering any goods from the Seller, the Buyer shall be deemed to accept these Conditions unless specifically agreed in writing.