



## Conditions of Sale (2015 Edition)

### 1. Interpretation

#### 1.1 In these Conditions the following words shall have the following meanings:

“Buyer”	the person, firm or company specified overleaf.
“Conditions”	these standard terms and conditions of sale including any Special Conditions.
“Contract”	the contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these Conditions. Where the Goods are hides or skins the Contract shall comprise the current edition of International Contract No. 6 - Hides & Skins published by the United States Hide, Skin and Leather Association as varied by these Conditions.
“Goods”	the goods specified overleaf.
“Special Conditions”	any additional terms and conditions specified overleaf.

### 2. Application of Conditions

2.1 These Conditions shall govern the Contract to the exclusion of any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document and the Buyer waives any right which it might have to rely on such terms or conditions.

2.2 No variation to the Contract or any representation about the Goods shall have effect unless expressly agreed in writing and signed by a duly authorised representative of the Seller .

2.3 In the event of conflict or inconsistency between the documents forming the Contract the following order of precedence shall apply (1) Special Conditions (2) Conditions and (3) International Contract No. 6 - Hides & Skins (where applicable).

### 3. Description

3.1 The description of the Goods and any specification for the Goods shall be as set out overleaf.

### 4. Delivery

4.1 Unless otherwise agreed in writing by the Seller, delivery of the Goods shall be by the Seller appointed carrier in accordance with Incoterms 2000 as specified overleaf.

- 4.2 Any date or time specified by the Seller for shipment or delivery of the Goods is an estimate only and time for delivery shall not be made of the essence by notice. If no date or time has been so specified, delivery will be within a reasonable time.
- 4.3 If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations, risk in the Goods will pass to the Buyer and the Seller may store them until actual delivery and the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).
5. Non-Delivery
- 5.1 The quantity of any consignment of Goods as recorded by the Seller upon despatch from the Seller place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 the Seller shall not be liable for any non-delivery of Goods unless written notice is given to the Seller within 5 working days of delivery.
- 5.3 Any liability of the Seller for non-delivery of the Goods shall be limited at the Seller option to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate.
6. Price
- 6.1 The price for the Goods shall be the price set out overleaf or, if no price is specified, the Seller list price at the time of despatch of the Goods.
- 6.2 The price for the Goods shall be exclusive of any value added tax or any other sales tax.
7. Payment
- 7.1 Payment of the price for the Goods shall be as specified overleaf or, if no payment terms are specified shall be due within 30 days of the Seller invoice. Time for payment shall be of the essence.
- 7.2 All sums payable to the Seller under the Contract shall become due immediately upon termination of the Contract despite any other provision.
- 7.3 The Buyer shall make all payments due under the Contract without any deduction by way of set-off, counterclaim, discount, abatement or otherwise.
- 7.4 If the Buyer fails to pay the Seller any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of the Seller bankers accruing on a daily basis until payment is made, whether before or after any judgment.
8. Risk/Ownership
- 8.1 The Goods shall be at the risk of the Buyer from the time of delivery.
- 8.2 Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to the Seller from the Buyer on any account including any interest on such sums.
- 8.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as the Seller bailee, store them separately to other goods of the Buyer or any third party in a way that they remain readily identifiable as the Seller property, not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods, maintain them in satisfactory condition insured for their full price against all risks and hold the proceeds of insurance on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

- 8.4 The Buyer may resell the Goods before ownership has passed to it solely on the condition that any sale shall be on the Buyer's own behalf in the ordinary course of the Buyer's business and the Buyer shall deal as principal when making such sale.
- 8.5 The Buyer's right to possession of the Goods shall terminate immediately if:
- 8.5.1 the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors or (being a body corporate) convenes a meeting of creditors, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency of the Buyer or anything analogous to any of the foregoing occurs in any jurisdiction in relation to the Buyer; or
- 8.5.2 the Buyer encumbers or in any way charges any of the Goods or suffers or allows any execution to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts or the Buyer ceases to trade.
- 8.6 the Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller .
- 8.7 The Buyer grants the Seller , its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
9. Warranty
- 9.1 the Seller warrants (subject to the other provisions of these Conditions) that upon delivery the Goods will comply with the Seller 's description and any specification given in writing by the Seller for the Goods.
- 9.2 the Seller shall not be liable for a breach of the warranty in condition 9.1 unless:
- 9.2.1 the Buyer gives written notice of any defect to the Seller within 5 working days of delivery; and
- 9.2.2 the Seller is given a reasonable opportunity of examining the Goods and the Buyer (if asked to do so by the Seller ) returns the Goods to the Seller ' place of business at the Buyer's expense for the examination to take place there.
- 9.3 the Seller shall not be liable for a breach of the warranty in condition 9.1 if:
- 9.3.1 the Buyer makes any further use of the Goods after giving notice of any defect; or
- 9.3.2 the defect arises because the Buyer failed to follow the Seller 's instructions as to the storage or use of the Goods; or
- 9.3.3 the Buyer alters or repairs the Goods without the written consent of the Seller .
- 9.4 Subject to conditions 9.2 and 9.3, if any of the Goods do not conform with the warranty in condition 9.1 the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate and shall have no further liability for breach of the warranty in condition 9.1 in respect of such Goods. If the Seller so requests, the Buyer shall, at the Buyer's expense, return the Goods or the parts of such Goods which are defective to the Seller .
10. Limitation of Liability

- 10.1 Subject to condition 9, the following provisions set out the entire liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 10.1.1 any breach of the Contract; and
  - 10.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation to the extent that it is unlawful to exclude or limit such liability.

**THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 10.4**

- 10.4 Subject to conditions 10.2 and 10.3:
- 10.4.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Goods the subject of the Contract; and
  - 10.4.2 the Seller shall not be liable to the Buyer for loss of profit, goodwill, business opportunity or production downtime or for any type of indirect, special or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
11. Events beyond the Seller's control
- 11.1 the Seller reserves the right to defer the date of delivery or to cancel the Contract or to reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
12. General
- 12.1 The Buyer shall not assign the Contract or any part of it without the prior written consent of the Seller.
- 12.2 the Seller shall be entitled to assign the Contract or any part of it to any person, firm or company.
- 12.3 The Buyer shall not use the Seller's name, logo or other intellectual property rights in advertising or publicity without the Seller's prior written consent.
- 12.4 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 12.5 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

- 12.6 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 12.7 The Buyer and the Seller each acknowledge that it may disclose to the other confidential information concerning its business. Each party agrees to keep all such information confidential, not to disclose it to any third party, to use it only for the purpose of the Contract and to return to the other party on request, any documents received from that other party containing confidential information of that other party.
- 12.8 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its 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 notice.
- 12.9 Nothing in these Conditions confers on any third party any benefit or any right to enforce any of the terms of these Conditions.
- 12.10 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by Wisconsin's substantive law and the parties submit to the jurisdiction of the Courts of Madison, Wisconsin, United States of America.