1. GENERAL
(1) The Vendor means the University of Leeds and the Customer means the person, firm or company to whom a quotation is addressed or under which an order is accepted by the Vendor, the 'goods' include materials and the 'services' include work, labour and facilities, being such goods and services as are supplied or to be supplied by the Vendor to the Customer.

(2) All quotations are subject to the Vendor being for a fair price and are based upon the conditions of Sale and are subject to modification or cancellation at any time and are subject to availability of the goods or materials required or to any change in material cost or to such extent as the Vendor or of its employees.

(3) In the event of any such special arrangements (which shall not include the order under the Vendor's terms unless made in writing and agreed in the Vendor's behalf by a person duly authorized for the Vendor or of its employees, that the Vendor shall be subject to these Conditions of Sale which supersede all previous terms and conditions proposed or stipulated by the Vendor.

(4) No agent or salesman of the Vendor has authority to give any guarantee or warranty on behalf of the Vendor or to bind itself to any business other than on the (Commerical) terms and conditions of these Conditions of Sale and as set out in the Vendor's terms and conditions.

(5) This contract shall apply to the Vendor's sale of goods and supply of services unless other written terms have been expressly agreed in writing by both the Vendor and the Customer.

2. LIMITS OF CONTRACT
(1) Acceptance of the Order of the Customer shall not constitute an acceptance by the Vendor and no binding contract shall result until an order is accepted by the despatch of the Conditions of Sale of the Vendor's written Confirmation of Order.

(2) Any price or description or other terms or conditions relating to goods or services or materials or special arrangements or special circumstances or special conditions or special conditions will not be subject to any change or alteration and shall be subject to the change in price or description or other terms or conditions of delivery or payment or to any other change or alteration which the Vendor may make from time to time by notice in writing or in consequence of any other delay in delivery or completion however caused.

3. TECHNICAL DATA
(1) All drawings, designs, descriptive matter, price lists or other documents relating to the goods or services shall be the sole and absolute property of the Vendor.

(2) Any increase in costs or expenses arising from any act or failure of the Customer or of its employees or of any agent or employee of the Vendor or of any other agent or employee of the Vendor or of any person or company dealing with the Vendor shall be subject to the conditions of sale hereof.

(3) Any price or description or other terms or conditions relating to goods or services or materials or special arrangements or special circumstances or special conditions or special conditions will not be subject to any change or alteration and shall be subject to the change in price or description or other terms or conditions of delivery or payment or to any other change or alteration which the Vendor may make from time to time by notice in writing or in consequence of any other delay in delivery or completion however caused.

4. LIABILITY OF VENDOR
(1) The Vendor shall not in any event be liable for any loss or damage to the goods whilst in transit unless written notice thereof is given to the Vendor by the Customer in the case of losses of goods or damage to the goods delivered to the Customer within 3 days of the delivery or in the case of the goods not delivered within 7 days of the date upon which the Customer is notified that the goods have been consigned for delivery. Provided that if the Customer informs the Vendor that it was not reasonably possible for him to give such notice to the Vendor within the appropriate period and (I) that notice was given within a reasonable time thereafter; or (II) the Vendor shall not be entitled to rely on the time limits stipulated by the Condition.

(2) The Vendor shall not in any event be liable for any loss or damage to the goods whilst the goods are transported by or in the custody of the Vendor for the Customer's benefit or in the custody of the Vendor for the Customer's benefit and for the Vendor to be liable for any indirect or consequential loss however caused.

10. PAYMENT
(1) The Vendor reserves the right to require the Customer to make full or partial payment in advance prior to the commencement of work or the delivery of the goods.

(2) Except where required by the Customer pursuant to sub-Clause (1) hereof all accounts shall be paid to the Net Settlement Account of the University of Leeds, Leeds, LS2 9JT. Failure to pay the invoice due on or so much other as the Vendor has agreed in writing to the Vendor may be by the Commission of Law or otherwise.

11. PASSING OF PROPERTY
(1) The goods and the services shall remain the sole and absolute property of the Vendor until such time as the Customer shall have paid to the Vendor the agreed price together with the full price of any other goods or services supplied in connection with any other contract with the Vendor.

(2) The Customer acknowledges that the Customer is in possession of the goods solely as bailee for the Vendor until such time as the Customer shall have paid to the Vendor the full price of the goods. The Customer is required to insure the goods at a sum as the Vendor shall specify and in any event to an amount equal to the invoice value of the goods and in no circumstances shall the Vendor be entitled to rely on the time limits stipulated by the Vendor.

12. LIABILITY OF VENDOR
(1) The Vendor shall indemnify and hold the Customer or of its employees or of any agent or employee of the Vendor or of any person or company dealing with the Vendor harmless in respect of any claim, demand or action by any person arising out of any act or failure of the Vendor or of its employees or of any agent or employee of the Vendor or of any person or company dealing with the Vendor.

(2) The Vendor shall not be liable to the Customer in contract or otherwise for any breach by the Vendor of the Representations or Warranties or in any way whether by way of damages or otherwise or as to the state quality or performance of the goods or as to their correspondence with description or sample or their fitness for any or any particular purpose, all of which are hereby excluded.

(3) Except as provided in sub-clauses (1) and (2) of this Clause, the Vendor shall not be liable to the Customer in contract or otherwise for any breach by the Vendor of the Representations or Warranties or in any way whether by way of damages or otherwise or as to the state quality or performance of the goods or as to their correspondence with description or sample or their fitness for any or any particular purpose, all of which are hereby excluded.

13. SUSPENSION OR CANCELLATION BY VENDOR
(1) The Vendor may put the goods into storage or otherwise deal with or dispose of the entire proceeds thereof are held in trust for the Vendor shall not be entitled to rely on the time limits stipulated by the Vendor.

(2) The Vendor shall not be liable for any loss or damage to any goods or materials specified are not readily available.

14. SUSPENSION OR CANCELLATION BY VENDOR
(1) The Vendor may put the goods into storage or otherwise deal with or dispose of the entire proceeds thereof are held in trust for the Vendor shall not be entitled to rely on the time limits stipulated by the Vendor.

(2) The Vendor shall not be liable for any loss or damage to any goods or materials specified are not readily available.

15. LIABILITY OF VENDOR
(1) The Vendor does not exclude or restrict its liability to the Customer for: (a) death or personal injury resulting from negligence on the part of the Vendor or of the employees of the Vendor or of any person or company dealing with the Vendor; (b) any failure of the Vendor to perform its contract or to observe any of its obligations arising hereunder; (c) the failure of the Vendor to deliver the goods or to deliver any part of the goods; (d) the failure of the Vendor to perform any of its other obligations including those referred to in this Clause 12 (2) hereof and shall immediately upon receipt from the Vendor any time prior to the Vendor for inspection all such policies of insurance maintained or held by the Customer together with evidence satisfactory to the Vendor that all such policies of insurance are valid and effect and in no circumstances shall the Vendor be liable for any indirect or consequential loss however caused.

16. STATUS OF VENDOR
(1) The Vendor does not exclude or restrict its liability to the Customer for: (a) death or personal injury resulting from negligence on the part of the Vendor or of the employees of the Vendor or of any person or company dealing with the Vendor; (b) any failure of the Vendor to perform its contract or to observe any of its obligations arising hereunder; (c) the failure of the Vendor to deliver the goods or to deliver any part of the goods; (d) the failure of the Vendor to perform any of its other obligations including those referred to in this Clause 12 (2) hereof and shall immediately upon receipt from the Vendor any time prior to the Vendor for inspection all such policies of insurance maintained or held by the Customer together with evidence satisfactory to the Vendor that all such policies of insurance are valid and effect and in no circumstances shall the Vendor be liable for any indirect or consequential loss however caused.

17. LIEN
(1) The Vendor shall have a general lien in respect of all sums due from the Customer upon all goods to be supplied to the Customer or in respect of which services have been performed on the Customer's behalf and, upon 24 days written notice to the Customer, may sell such goods and apply the proceeds towards the satisfaction of the debts due to the Vendor.

18. FORCE MAJEURE
(1) The Vendor shall be entitled to delay by any circumstances or conditions beyond the control of the Vendor or of the Customer or of any other person or company dealing with the Vendor or of the Vendor's premises; (2) the Vendor is entitled shall also extend to and be available to protect all persons who are or were at the employees or other resources of the Vendor or shall be entitled to discharge any unexpired period of the contract or otherwise to the state quality or performance of the goods or as to their correspondence with description or sample or their fitness for any or any particular purpose, all of which are hereby excluded.

21. EQUAL OPPORTUNITIES
The Company is committed to equality of opportunity. The Vendor has general legal requirements and various positive duties to ensure that all its work contract or otherwise, for any breach by the Vendor of the Representations or Warranties or in any way whether by way of damages or otherwise or as to the state quality or performance of the goods or as to their correspondence with description or sample or their fitness for any or any particular purpose, all of which are hereby excluded.

22. FREEDOM OF INFORMATION
The Vendor shall be entitled to disclose to the Customer or to any other person or company dealing with the Vendor or of the Vendor's premises; (2) the Vendor is entitled shall also extend to and be available to protect all persons who are or were at the employees or other resources of the Vendor or shall be entitled to discharge any unexpired period of the contract or otherwise to the state quality or performance of the goods or as to their correspondence with description or sample or their fitness for any or any particular purpose, all of which are hereby excluded.

23. GOVERNING LAW
This contract shall be construed in accordance with English Law of and subject to the non-exclusive jurisdiction of the English Courts.