

# Twelve Sourcing Standard Trading terms and conditions

*The term 'Twelve Sourcing' or 'us' or 'we' refers to the Company Pendower International Limited with registered office at Sharps Corner, Bolter End Common, High Wycombe, Bucks. HP143LP. UK*

*The term "Buyer" or "Customer" refers to the party placing orders on the Company and/or to the party receiving the Buyer's proformas, invoices or shipping documents.*

*Unless otherwise agreed in writing by a duly authorized officer of the Company, all orders are accepted and goods and services are supplied on the following terms and conditions and to the exclusion of any terms and conditions stipulated by the Buyer.*

- 1. The Company shall not be bound by any representation, guarantee or warranty made by its employees, agents or representatives.*
- 2. All goods are supplied by the Company FOB, Free on Board or any other incoterms agreed between the Company and the Buyer.*
- 3. Payment by the Buyer of the Company's invoice is due in accordance with the terms shown on Proforma invoices and approved by the Buyer.*
- 4. The Company reserves the right to amend prices at any time before shipment.*
- 5. The Company reserves the right to improve or modify any product at any time.*
- 6. The Buyer authorises the Company to use the Buyer's own brand logo for any printed materials and packaging to supply and sell any goods ordered by the Buyer in any market and at all times.*
- 7. The Company makes every effort to meet delivery dates, but such dates are not terms of any contract and the Company will be under no liability for failure to deliver on a specific date, or within a specified period.*
- 8. If shipment of goods is delayed, amended or cancelled by the Buyer or their appointed forwarder or others for any reason the Company, at its' sole discretion, will be entitled to receive full compensation for the full value of goods and any associated costs and any consequential damages from the Buyer on demand.*
- 9. The Company reserves the right to withhold presentation of Bills of Lading until such time as all outstanding payments are received from the Buyer and any consequential costs or losses the Company incurs resultant from overdue or delayed payments must be paid by the Buyer.*
- 10. In respect of any payments that remain overdue for any reason, the Buyer shall be liable to pay the Company interest calculated monthly at 8% above LIBOR rates.*
- 11. In the event of any collection, legal or consequential fees incurred by the Company in recouping outstanding amounts, all fees will be payable by the Buyer.*
- 12. In the event of payments for goods ordered being withheld by the Buyer for any reason, the Company reserves the right to re-sell the goods in any market and retain any sums recovered by any sale.*

13. *The risk of loss or damage will pass to the Buyer in accordance with the delivery terms agreed on Proforma invoices.*
14. *VAT, duty, customs charges, insurance and the like are the sole responsibility of the Buyer.*
15. *Any shortages or damages must be notified to the Company at the time of delivery and photographic and any other evidence requested by the Company must be supplied to the Company. Replacements, if agreed by the Company at its' sole discretion, will be supplied with a future order/shipment of goods.*
16. *No product warranties or guarantees are offered by the Company other than those agreed in writing with the Buyer and any repairs and/or replacements will be at the Company's sole discretion.*
17. *The Buyer will indemnify the Company and hold the Company harmless from any claim relating to third party contractual obligations, product performance, personal injury, losses or damage to property by third parties in respect of goods supplied by the Company.*
18. *The Company supplies goods to the Buyer's specifications and it is the Buyer's sole responsibility to ensure that goods meet any local market regulations and standards. The Buyer indemnifies the Company and holds the Company harmless from any claim relating local market product regulations and standards.*
19. *The Company shall have no liability for faulty goods, returned goods, damaged goods or the like. Product recalls and any associated or consequential costs and liabilities will be the sole responsibility of the Buyer.*
20. *The Company shall not be liable for any inability to comply with its obligation under an order due to any cause whatsoever, including (but not limited to) war, riot, strike or lockout, act of God, pandemic, storm, fire, earthquake, explosion, flood, confiscation, action of any government or government agency or shortage of goods.*
21. *Notwithstanding anything else in these Conditions, the Company will not be liable to the Buyer by way of indemnity or by reason of any breach of contract or of statutory duty or by reason of any tort (including negligence) or otherwise for any loss of revenue, loss of business, loss of contracts, loss of anticipated savings, loss of profits or for any special, indirect or consequential loss howsoever arising.*
22. *Without prejudice to any other rights, the Company may suspend any further deliveries of goods to the Buyer under the contract and any other contracts between the parties and / or terminate the contract by notice in writing if the Buyer fails to take any delivery of goods when due or makes default in any payment when due.*
23. *Should the Company or the Buyer be subject to re-organisation, merger, take-over or the like, the successor in law to any party will be bound by these terms and conditions of as if they were an original party to them.*
24. *Any notice sent by email or post in accordance with these Conditions shall be deemed to have been delivered or served 48 hours after the same shall have been sent or posted in a properly addressed pre-paid envelope and proof of posting or email sent shall be sufficient proof of service.*
25. *JURISDICTION AND LAW These Conditions and any act or contract to which they apply, shall be governed by English Law and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the English Courts.*