



Bruce Anchor Ltd

## SALES TERMS & CONDITIONS

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**Bruce Anchor Ltd.** Tern Place House, Tern Place, Bridge of Don. Aberdeen, AB23 8JX.  
**Tel:** +44 (0) 1224 701 830 **Fax:** +44 (0) 1224 701 830 **E-mail:** sales@bruceanchor.co.uk **Web:** www.bruceanchor.co.uk

Registered in Scotland No. SC549599.

Registered Office: 6th Floor, Union Plaza, Union Wynd, Aberdeen, AB10 1DQ

an **ACTEON** company





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## 1. Definition

In these terms and Conditions "The Seller" mean Bruce Anchor Ltd. "The Buyer" means the person, firm, company or unincorporated association purchasing the goods. "The Goods" means goods, foodstuffs, commodities or materials which shall be the subject of the Contract between the Seller and the Buyer.

## 2. Orders

All orders are accepted by the Seller subject to these Terms and Conditions, which override any other terms or conditions stipulated or incorporated or referred to by the Buyer. No order may be cancelled by the Buyer except with agreement of the Seller.

## 3. Payment

Unless otherwise stated on the Seller's Delivery Note or Sales Invoice, payment for the Goods shall be made not later than thirty days after the date of delivery. Notwithstanding the above, the Seller may at any time require the Buyer to make payment in advance of delivery or to advance adequate security for the payment of all amounts due or to become due under the contract.

Any payment made by the Buyer to the Seller shall, if less than the whole indebtedness of the Buyer to the Seller at that time, be applied in discharging the earliest amount due in priority to later amounts. If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to suspend any further deliveries or contracts, withhold payment of overriding and retrospective discounts. The right is reserved to withdraw or refuse credit at the Seller's absolute discretion without assigning any reason therefore.

## 4. Risk and Retention of Title

- A. The risk in the Goods shall pass to the Buyer on their delivery and the Seller shall not thereafter be liable for any loss, damage or deterioration to any of the Goods, and the Buyer shall not be entitled to reject or return the Goods (except as specifically provided for in these Terms and Conditions).
- B. Notwithstanding the sale of the Goods to the Buyer, beneficial ownership and legal title to the Goods shall remain with the Seller until payment in full has been received by it. If the Goods or any of them are resold before such payment in full, the Buyer will hold the proceeds of sale on behalf of the Seller.

## 5. Delivery

- A. Delivery of goods shall be made by the Seller to the place agreed with the Buyer, or where the Buyer is collecting the Goods delivery shall be deemed to be made at the time when the Seller notifies the Buyer that the goods are available for collection.
- B. The Buyer shall ensure that an authorised employee shall examine the Goods for any apparent defect and sign such documentation evidencing delivery as the Seller may require.

## 6. Indemnity

The Buyer shall indemnify the Seller in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims and demands, charges or expenses in



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connection therewith for which the Seller may become liable in respect of the Goods sold under the Terms and Conditions in the event that the damage or injury shall have been occasional otherwise than by the negligence of the Seller.

**7. Substitution**

The Seller reserve the right in its absolute discretion to supply goods which are in its opinion equivalent to those offered or contracted to be sold to the Buyer. The Seller shall have the right to make a reasonable change in price in respect of any such supply of an alternative.

**8. Insolvency of Customers**

If the Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) is sequestrated or (being a company) goes into liquidation (other than for amalgamation or reconstruction purposes) or an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Buyer: or the Buyer ceases or threatens to cease, to carry on business or the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly, then without prejudice to any other right or remedy available to the Seller. The Seller shall be entitled to cancel any contract or suspend further deliveries without liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable not withstanding any previous agreement or arrangement to the contrary.

**9. Law**

The construction, validity and performance of these Terms and Conditions shall be governed by the Laws of Scotland the Buyer hereby irrevocably prorogates the non-exclusive or (if non-exclusively shall not be permitted under the Civil Jurisdiction Act 1982) the exclusive jurisdiction of the Scottish Courts.