

Invoice INV-2026-0302

Description	Amount
Widget assembly, size 1	\$12.50
Widget assembly, size 2	\$25.00
Widget assembly, size 3	\$37.50

Total €75.00 EUR

Terms & conditions

1. The supplier warrants that all goods delivered under this invoice conform to the specification agreed in writing at the time of order, and that title passes to the customer only on receipt of payment in full and in cleared funds. 2. Payment falls due thirty days from the invoice date. Sums outstanding after that date carry interest at the statutory rate, accruing daily from the due date until payment is received. 3. The customer shall inspect the goods on delivery and notify the supplier in writing of any shortage, damage or non-conformity within seven days. A claim notified after that period is deemed waived save in respect of a latent defect. 4. Risk in the goods passes to the customer on delivery to the address shown on the face of this invoice, or on collection where the customer has elected to collect. 5. Neither party is liable for a failure to perform caused by an event beyond its reasonable control, provided it notifies the other party promptly and resumes performance as soon as the event ceases to have effect. 6. The supplier's aggregate liability arising out of or in connection with this invoice, whether in contract, tort, breach of statutory duty or otherwise, is limited to the total amount payable under it. 7. Neither party excludes or limits liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded. 8. Neither party is liable to the other for loss of profit, loss of business, depletion of goodwill, or any indirect or consequential loss, however arising. 9. Each party shall keep confidential all information disclosed by the other that is marked confidential or would reasonably be understood to be so, and shall use it only for the purposes of the supply described here. 10. The confidentiality obligation does not extend to information that is or becomes public through no breach of these terms, that was lawfully held before disclosure, or whose disclosure is required by law or by a competent regulator. 11. Any variation of these terms is effective only if recorded in writing and signed by an authorised representative of each party. A waiver of one breach is not a waiver of any other. 12. A delay in exercising a right under these terms does not operate as a waiver of that right, and a partial exercise does not preclude any further exercise. 13. If any provision of these terms is held to be invalid or unenforceable, the remaining provisions continue in force and the invalid provision is replaced by one that most nearly achieves its commercial intent. 14. These terms are governed by the law of the place of the supplier's registered office, and each party submits to the exclusive jurisdiction of its courts. 15. Goods returned without a written authorisation reference are not accepted. An authorised return must reach the supplier's premises within twenty-eight days of the authorisation, in the original packaging and in a resaleable condition. 16. Where a return is accepted, the supplier may deduct a restocking charge reflecting the cost of inspection and repackaging, notified to the customer before the credit is issued. 17. The customer may not assign or otherwise transfer any of its rights or obligations under this invoice without the supplier's prior written consent, which shall not be unreasonably withheld or delayed. 18. The supplier may subcontract the performance of any of its obligations, but remains responsible to the customer for the acts and omissions of its subcontractors. 19. Nothing in these terms creates a partnership, joint venture or relationship of agency between the parties, and neither party may hold itself out as having authority to bind the other. 20. A person who is not a party to these terms has no right to enforce any of them, and the parties may vary or rescind them without the consent of any third party. 21. Notices under these terms must be given in writing to the address shown on the face of this invoice, and are deemed received on delivery if delivered by hand, or on the second business day after posting if sent by prepaid post. 22. A notice sent by electronic mail is deemed received on the next business day after transmission, provided no delivery failure notification has been received by the sender. 23. Delivery dates are estimates given in good faith and are not of the essence. The supplier shall notify the customer promptly of any material delay and of the revised date it expects to meet. 24. Where the supply is made in instalments, each instalment is treated as a separate contract, and a defect in one instalment does not entitle the customer to reject any other. 25. The customer shall provide safe and adequate access for delivery, and shall bear any additional cost the supplier reasonably incurs where access proves inadequate. 26. Prices are exclusive of value added tax and of any other duty or levy, which the customer shall pay in addition at the rate applying on the tax point date. 27. The supplier may set off any amount owed to it by the customer against any amount it owes the customer, giving written notice of the amounts concerned. 28. The customer shall not withhold payment of any undisputed amount on account of a dispute about any other amount invoiced. 29. Where the customer disputes an invoiced amount it shall notify the supplier within fourteen days, identifying the amount disputed and the grounds relied on, and the parties shall discuss the matter in good faith. 30. The supplier may suspend further deliveries while an undisputed amount remains overdue, having first given the customer seven days' written notice of its intention to do so. 31. Either party may terminate the supply immediately by written notice if the other commits a material breach that it fails to remedy within thirty days of being asked to do so. 32. Either party may terminate the supply immediately by written notice if the other becomes insolvent, enters administration or liquidation, or has a receiver appointed over any of its assets. 33. Termination does not affect any right or remedy that has accrued before it takes effect, and the provisions on confidentiality, liability and governing law survive it. 34. The supplier retains all intellectual property rights in any design, drawing or specification it supplies, and the customer may use them only for the purpose for which they were provided. 35. The customer warrants that any design or specification it supplies to the supplier does not infringe the rights of a third party, and shall indemnify the supplier against any claim that it does. 36. Each party shall comply with all applicable law in performing these terms, including law relating to bribery, sanctions, modern slavery and the protection of personal data. 37. Where either party processes personal data on behalf of the other, it shall do so only on documented instructions and shall apply appropriate technical and organisational measures to protect it. 38. The supplier may amend these terms for future supplies by giving thirty days' written notice; the terms applying to a supply are those in force when the order for it is accepted. 39. The customer shall store the goods in conditions appropriate to

their nature, and the supplier is not liable for deterioration caused by a failure to do so. 40. Where the goods are supplied with a manufacturer's warranty, the customer's remedy for a defect covered by it is against the manufacturer under that warranty. 41. The supplier shall pass on the benefit of any manufacturer's warranty so far as it is able, and shall provide reasonable assistance in making a claim under it. 42. The customer shall not remove, obscure or alter any mark, label or serial number applied to the goods by the supplier or by the manufacturer. 43. These terms, together with the invoice they accompany and the written specification referred to above, constitute the entire agreement between the parties in respect of the supply. 44. Each party acknowledges that it has not relied on any statement or representation not set out in those documents, save that nothing limits liability for fraudulent misrepresentation. 45. The headings in these terms are for convenience only and do not affect their interpretation. Schedule 1 — definitions. In these terms, the following expressions have the meanings given to them here, and a reference to the singular includes the plural. "Business day" means a day other than a Saturday, Sunday or public holiday at the place of the supplier's registered office. "Cleared funds" means money credited to the supplier's nominated account and available for withdrawal without recourse. "Confidential information" means information disclosed by one party to the other that is marked confidential or would reasonably be understood to be so. "Delivery address" means the address for delivery shown on the face of the invoice, or such other address as the parties agree in writing. "Force majeure event" means an event beyond a party's reasonable control that prevents or delays performance of its obligations. "Goods" means the items described on the face of the invoice, including any part, component or accessory supplied with them. "Insolvency event" means the appointment of an administrator, liquidator or receiver, or the entry into a compromise with creditors generally. "Intellectual property rights" means patents, trade marks, design rights, copyright, database rights and rights in know-how, whether registered or not. "Latent defect" means a defect that a reasonable inspection on delivery would not have revealed. "Order" means the customer's request for the supply of the goods, as accepted by the supplier in writing. "Personal data" means data relating to an identified or identifiable living individual, as defined by the applicable data protection law. "Price" means the amount payable for the goods as stated on the face of the invoice, exclusive of tax and duty. "Resaleable condition" means unused, undamaged and complete, with all seals intact and the original packaging unmarked. "Restocking charge" means the supplier's reasonable cost of inspecting, repackaging and returning accepted goods to stock. "Specification" means the written description of the goods agreed between the parties at the time the order was accepted. "Statutory rate" means the rate of interest on late commercial payments set by the applicable statute from time to time. "Subcontractor" means a third party engaged by the supplier to perform any part of its obligations under the supply. "Tax point date" means the date on which the supply is treated as made for the purposes of value added tax. "Terms" means these terms and conditions, as varied in writing from time to time in accordance with them. "Title" means legal and beneficial ownership of the goods, together with the right to dispose of them. "Working hours" means the hours between 09:00 and 17:00 on a business day at the delivery address. "Written notice" means a notice given in writing and delivered in accordance with the clause on notices above.

All prices exclude VAT