

TERMS & CONDITIONS OF SALE

1. These terms and conditions shall apply and govern all orders for the supply of goods concluded by Ivory & Ledoux Limited (the **Seller**) with you, and/or any other company with whom you are affiliated (the **Buyer**) (the **Contract**). This Contract supersedes and excludes all terms and/or conditions imposed or sought to be imposed by the Buyer, whether referred to in the Buyer's order or implied by trade, custom, practice, course of dealing or otherwise. The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that are inconsistent with these terms and conditions. The Seller's failure to object to any such terms or conditions of the Buyer shall not be deemed a waiver of the provisions of these terms or conditions.
2. All or any change in import and export taxes, duties, levies, and all surcharges imposed by carriers and/or governments following the conclusion of an order for the supply of goods by the Seller, shall be for the Buyer's account, and shall be debited or credited accordingly.
3. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under it, if such delay or failure results from an event, circumstance or cause beyond its reasonable control which renders impossible timely performance and/or causes the Contract to cease to be economically viable for such party, including, without limitation:
 - a. acts of God, flood, drought, earthquake or other natural disaster;
 - b. epidemic or pandemic;
 - c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - d. any significant currency exchange fluctuation such that it renders the Contract not viable for either party;
 - e. collapse of buildings, fire, explosion or accident;
 - f. any labour or trade dispute, strikes, industrial action or lockouts; and
 - g. material non-performance by suppliers or subcontractors.

Should such event cause a delay in delivery, the period of delivery by the Seller shall be extended by a period corresponding to the period of such delay. If the period of delay or non-performance continues for more than 90 days, either party shall be entitled to terminate the order that is affected by the delay by giving notice in writing or by e-mail to the other.

4. This Contract is subject to any restriction, requirements or regulations which may be made by the government or any authority in the country from which the goods are dispatched, and/or the government or any other authority in the country in which the goods are delivered. In the event of such matters delaying or preventing the manufacture, supply or transport of the goods the Seller shall not be responsible to the Buyer or to any other person for any consequences arising there from or for any additional costs or charges incurred thereby.
5. The Seller reserves the right to make amendments to the order if so required by any applicable statutory or regulatory requirement made by the government or any authority in the country from which the goods are dispatched, and/or the government or any other authority in the country in which the goods are delivered. The Seller shall notify the Buyer in any such event.
6. The Buyer shall order the goods in full and in accordance with the details as set out in the sales contract including the description, the quantity and the price of the goods. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Seller may deliver goods as set out in the sales contract by instalments upon the Buyer's request, which shall then be invoiced and paid for in separate instalments. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment as part of the sales contract.
7. The Buyer shall indemnify and keep indemnified the Seller against all claims, costs, expenses, liabilities, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) arising from or incurred by the Seller in connection with any claim against the Seller for actual or alleged infringement of any third party's rights or any applicable statutory or regulatory requirements arising out of or in connection with performance of the Buyer's order.

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8. The risk in the goods shall pass from the Seller to the Buyer upon completion of delivery of such goods to the Buyer. However, title to the goods shall not pass to the Buyer until the Seller receives payment in full (in cash or cleared funds, including interest or other sums payable) for the goods, and any other goods that the Seller has supplied to the Buyer in respect of which payment has become due, in which case title to the goods shall pass at the time of payment of all such sums.
9. The Buyer undertakes to receive the goods immediately upon arrival, maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery until title to the goods has passed to the Buyer. The Buyer shall ensure that the goods remain readily identifiable, and in particular, shall not remove, deface or obscure any identifying mark relating to the goods. The Buyer shall not withhold, delay or otherwise refrain from making any payment thereunder on the due date thereof. The receipt of the goods by the Buyer or on its behalf shall constitute by itself an obligation to effect payment according to the terms of this Contract.
10. If the Buyer makes any default in any payment under the Contract or refuses to accept delivery of any goods tendered in this Contract, the Seller may terminate this Contract or any other order under separate Contract without prejudicing the Seller's rights to recover damages from the Buyer or to any other rights which may accrue to the Seller by reason thereof.
11. The labelling, design or manufacture of goods to the Buyer's order, design or specification shall not make the Sellers liable to any claim for the infringement of any third party rights or of any governmental or other regulations of the country of origin or destination of the goods or of any country which may have jurisdiction in respect of the goods in the performance of this contract and the Buyer shall indemnify and keep indemnified the Seller against all claims, costs, expenses, liabilities and demands arising from or incurred by reason of any such infringement or alleged infringement of any third party right or any such aforementioned regulation(s).
12. The Seller shall not be liable for any errors in transmission in any form of communication including e-mails, facsimile transmission or telephone arising from this Contract.
13. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
14. These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
15. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or their subject matter or formation.
16. **SPECIAL CONDITIONS**
The special conditions (if any) hereto annexed shall be construed as if they had been specifically inserted herein and should they be in conflict with any of the terms and conditions set out above then the terms of the special conditions shall be deemed to prevail.