

Terms and Conditions of Sale

1 Interpretation

1.1 In these Terms:

"Goods" means the goods (including any installment of the goods or any parts for them) which STAG is to supply in accordance with these Terms;
"Contract" means the contract for the sale and purchase of the Goods;
"Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lock-out or other industrial action);
"Member" means any fully paid up member of STAG
"STAG" means STAG Buying Group Ltd. (Co. No. 2577464) who's registered office is at The Courtyard, 221 Cheney Manor Road, Swindon, Wiltshire, SN2 2PE, United Kingdom.
"Suppliers" means any approved STAG supplier.
"Terms" means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Member and STAG;
"Writing" and any similar expression, includes facsimile transmission and comparable means of communication, but not electronic mail.
1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

2 Basis of the sale

2.1 The Member will order goods directly from the relevant STAG Supplier in accordance to that Supplier's procedure, subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Member.
2.2 No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Member and STAG.

3 Orders and specifications

3.1 The Member shall be responsible to STAG for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Member, and for giving the Supplier any necessary information relating to the Goods within a sufficient time to enable STAG to perform the Contract in accordance with its terms.
3.2 If any process is to be applied to the Goods by the Member in accordance with a specification applied by the Member, the Member shall indemnify STAG against all loss, damages, costs and expenses awarded against or incurred by STAG in connection with, or paid or agreed to be paid by the STAG in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Member's use of the Goods.
3.3 No order which has been accepted by the Supplier may be cancelled by the Member except with the agreement in Writing of STAG and on terms that the Member shall indemnify STAG in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by STAG as a result of cancellation.
3.4 STAG reserves the right to cancel or not accept any order in the event that adequate credit insurance is not available in respect of the Member for any particular order, or if such an order would take the Member account above a pre determined credit limit.

4 DISPUTES

4.1 Any invoice that is disputed, for whatever reason, should be notified to STAG within 21 days from date of the STAG invoice, by use of the STAG dispute form (in the form provided by STAG to Members on becoming a Member, as amended from time to time).
4.2 STAG Buying Group will only accept queries from Members for supplier deals outside of the norm with the provision of written evidence of any such agreements.
4.3 This includes any agreements on extra dating, order delivery splits, extra additional discounts, sale or return items.
4.4 If no written evidence is available STAG will not accept the invoice dispute query and any dispute amounts will be payable under the standard STAG terms.
4.5 When a dispute involves the returning of any goods, the goods should be sent directly to the STAG Supplier (in accordance with that STAG Supplier's returns procedure) with a return note enclosed, clearly identifying the product and the disputed invoice to which the return relates.
4.6- When a dispute has been resolved to the satisfaction of STAG, the Member must make any payment which remains payable within 5 business days after STAG has confirmed resolution of the dispute and the amount (if any) still payable. Condition 3.4 shall apply in respect of any late payment.

5 Terms of Payment

5.1 Subject to any special terms agreed in Writing between the Member and STAG, STAG may invoice the Member for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Member from the Suppliers premises. If the Member wrongfully fails to take delivery of the Goods, STAG shall be entitled to invoice the Member for the price at any time after the Supplier has notified the Member that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods.
5.2 The Member shall pay the price of the Goods (less any agreed discount) within 25 days of the date of STAG'S invoice, and STAG shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Member. The time of payment of the price shall be of the essence of the Contract.
5.3 If the Member fails to make any payment on the due date then, without limiting any other right or remedy available to STAG, STAG may:
5.3.1 cancel the contract or suspend any further deliveries to the Member;
5.3.2 appropriate any payment made by the Member to such of the Goods (or the goods supplied under any other contract between the Member and STAG) as STAG may think fit (notwithstanding any purported appropriation by the Member); and
5.3.3 charge the Member interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent above the base rate from time to time of the Bank of England from the due date until the outstanding amount is paid in full in

accordance with Late Payment of Commercial Debts (Interest) Act 1998.

5.3.4 Charge the Member any legal or administrative costs incurred in collecting overdue amounts unpaid

6 Delivery

6.1 Delivery of the Goods shall be made by the Member collecting the Goods at the Supplier's premises at any time after the Supplier has notified the Member that the Goods are ready for collection or, if some other place for delivery is agreed by the Supplier, by the Supplier delivering the Goods to that place.
6.2 Any dates quoted for delivery of the Goods are approximate only and STAG shall not be liable for any delay in delivery of the Goods however caused, Time for delivery shall not be of the essence of the Contract unless previously agreed by STAG in Writing. The Goods may be delivered by the Supplier in advance of the quoted delivery date on giving reasonable notice to the Member.

7 Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Member:
7.1.1 in the case of Goods being delivered to the Member's premises, at the time of delivery, or;
7.1.2 in the case of Goods to be collected at the Suppliers premises, at the time of collection or, if the Member wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods.
7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Member until STAG has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by STAG to the Member for which payment is then due.
7.3 Until such time as the property in the Goods passes to the Member, the Member shall hold the Goods as STAG'S fiduciary agent and bailee, and shall keep the Goods separate from those of the Member and third parties and properly stored, protected and insured and identified as STAG'S property, but the Member may resell or use the Goods in the ordinary course of its business.
7.4 Until such time as the property in the Goods passes to the Member (and provided the Goods are still in existence and have not been resold), STAG may at any time require the Member to deliver up the Goods to STAG and, if the Member fails to do so forthwith, enter on any premises of the Member or any third party where the Goods are stored and repossess the Goods.
7.5 The Member shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of STAG, but if the Member does so all moneys owing by the Member to STAG shall (without limiting any other right or remedy of STAG) forthwith become due and payable.

8 Insolvency of Member

8.1 This clause 8 applies if:
8.1.1 the Member makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
8.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Member; or
8.1.3 the Member ceases, or threatens to cease, to carry on business; or
8.1.4 STAG reasonably apprehends that any of the events mentioned above is about to occur in relation to the Member and notifies the Member accordingly.
8.2 If this clause applies then, without limiting any other right or remedy available to STAG, STAG may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Member, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and STAG may require the Member to deliver up the Goods to STAG and, if the Member fails to do so forthwith, enter on any premises of the Member or any third party where the Goods are stored and repossess the Goods as under clause 7.4.

9. Indemnities

9.1 The Member shall indemnify STAG against all actions proceedings claims or demands in any way connected with this Agreement brought or threatened against STAG by a third party except to the extent that STAG is liable to the Member under this Agreement.
9.2 In no circumstances will STAG be responsible to the Member for the Suppliers providing goods that are faulty or not fit for their purpose. Any dispute regarding goods provided by the Suppliers should be referred by the Member to the Supplier as under STAG'S Conditions of Membership.
9.3 In any event, and notwithstanding anything contained in this clause 9 and in this Agreement, in no circumstances shall STAG be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses, or (ii) for any loss of profits, business, contracts, revenues, or anticipated savings, or (iii) for any special indirect or consequential damage of any nature whatsoever.

10 General

10.1 Neither party shall be deemed to be in breach of this agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.
10.2 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
10.3 No waiver by STAG of any breach of the Contract by the Member shall be considered as a waiver of any subsequent breach of the same or any other provision.
10.4 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
10.5 The Contract shall be governed by the laws of England, and the Member agrees to submit to the non-exclusive jurisdiction of the English courts.