



NEW WAY INTERNATIONAL



Sales Terms and Conditions

1. Interpretation

1.1. In these Conditions:

“Seller” means New Way International Ltd , registered in UK Registration Number 04825150 whose registered office is at Britannia House, Pier Road, Feltham, Middlesex, TW14 0TW.

“Buyer” means the person, firm or company purchasing the goods from the Seller.

“Goods” means the goods (including any instalment or part of them) agreed in the contract to be supplied to the Buyer by the Seller.

2. Basis of Sale

2.1. These Terms and Conditions apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of any other terms the Buyer seeks to impose.

2.2. No variation shall be binding unless agreed in writing by an authorised representative of the Seller.

3. Price and Payment

3.1. The price of the Goods shall be the price stated in the Seller’s quotation or order confirmation.

3.2. All prices are exclusive of VAT and any other applicable taxes or duties, which the Buyer shall pay in addition.

3.3. Payment shall be made in full from the date of the invoice unless otherwise agreed in writing or credit terms have been agreed in advance of purchase. Payment terms will be confirmed at that point.

3.4. The Seller reserves the right to charge interest on overdue amounts at a rate of 8% per annum above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4. Delivery

4.1. Delivery shall take place at the Buyer’s premises or as otherwise agreed.

4.2. Delivery dates are approximate only and time shall not be of the essence unless otherwise agreed in writing.

4.3. Risk in the Goods shall pass to the Buyer on delivery.

5. Retention of Title (ROT)

5.1. Title in the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due:

(a) in respect of the Goods; and

(b) in respect of all other goods previously supplied by the Seller to the Buyer.

5.2. Until title passes, the Buyer shall:

(a) hold the Goods on a fiduciary basis as the Seller's bailee;

(b) store the Goods separately from all other goods in such a way that they remain identifiable as the Seller's property;

(c) not destroy, deface or obscure any identifying mark on the Goods or their packaging;

(d) maintain the Goods in satisfactory condition and keep them insured for their full price against all risks.

5.3. The Buyer may resell or use the Goods in the ordinary course of business before title passes, provided that any sale shall be as principal and not as agent for the Seller, and the proceeds of such sale shall be held in trust for the Seller until full payment is made.

5.4. The Seller shall be entitled at any time to require the Buyer to deliver up the Goods in which title remains with the Seller, and if the Buyer fails to do so promptly, the Seller may enter any premises where the Goods are stored and repossess them.

6. Warranty

6.1. The Seller warrants that the Goods shall be free from material defects in workmanship and materials for a period of [12 months] from the date of delivery.

6.2. The Seller's liability under this warranty shall be limited to replacing or repairing the Goods or refunding the price paid.

7. Limitation of Liability

7.1. Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be excluded by law.

7.2. The Seller shall not be liable for any indirect or consequential loss or damage, including loss of profits or contracts.

8. Force Majeure

The Seller shall not be liable for any delay or failure to perform its obligations due to circumstances beyond its reasonable control, including but not limited to acts of God, war, or supply chain disruptions.

9. Governing Law and Jurisdiction

These Terms and any contract formed under them shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.