



quality tissue converters

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“we’re
big in
tissue!”



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TERMS AND CONDITIONS OF SALE

- All goods sold by Essential Supply Products Ltd (ESP) are subject to the following conditions which shall apply to the exclusion of any conditions of order or purchase of the customer or any other standards, specification or particulars of or adopted by the customer. No amendments, alterations or attempt to override these conditions shall be binding on ESP unless agreed, in writing, by a director of ESP.
- Subject to credit being approved and unless otherwise expressly agreed by ESP in writing, accounts are due for payment 30 days net monthly from date of the invoice. Time shall be of the essence for such payment. If credit is not extended payment must be received in full by the ESP before delivery.
- Prices quoted are net, and are exclusive of VAT. When VAT is applied it will be at the appropriate rate.
- All accounts must be paid for in full. Any charges deducted from payments either by the customer's bank or other financial institution shall be payable in full by the customer. ESP shall not accept any entitlement whatsoever arising by the customer to set off any claim against monies due to the customer by ESP.
- Where deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and payable accordingly. Failure to pay for any goods or for any delivery or instalment shall entitle ESP to suspend further deliveries on the same order or any order without prejudice to any other rights ESP may have. ESP reserves the right to charge interest on overdue accounts at the rate of 2% per month.
- Goods will be invoiced at the price ruling at the date of order except if otherwise agreed in writing. All prices and quotations are subject to amendment or withdrawal by ESP at any time prior to actual receipt of an order for goods referred to therein. Clerical errors are subject to correction.
- Queries against invoices must be lodged in writing within seven days of receipt. Credit for later claims may not be granted.
- Orders will remain valid and binding notwithstanding delay in delivery. ESP will not be liable for any delay in delivery or failure to deliver.
- In no circumstances shall ESP be liable for any consequential loss suffered by the customer whether as a result of breach of contract on the part of ESP or otherwise.
- Delivery will be by transport of ESP's choice. If the customer requests special delivery arrangements they will be charged for.
- Claims for non delivery must be notified to ESP in writing if goods are not received on the due delivery date and not reason has been given for the delay by the hauler or ESP. Claims for any damage or part delivery must be notified to ESP within 24 hours of receipt of goods. No liability is accepted by ESP for any claims that do not follow the above procedure and failure to amend the relevant delivery documents accordingly.
- The risk of loss or damage to goods passes to the customer on delivery to the customer's premises, or when the goods are appropriated to the customer but kept at ESP's premises at the request of the customer. Charges for storage, insurance or demurrage will be payable by the customer.
- Title of Goods: Legal and equitable ownership of goods shall remain with ESP until payment of all sums due to ESP from the customer on any accounts whatsoever have been received in full. At any time prior to full payment (whether or not payment is then overdue) ESP may, without prejudice to any other rights, re-lease possession of the goods or any part thereof only may enter on the customer's premises by its employees or agents for that purpose.
- The customer has the right to sell the goods in the course of his business for the account of ESP, but any conditions warranties or representation given or made by the customer to a third party shall not be binding on ESP who shall be indemnified by the customer with respect thereto and to pass good title to the goods to his customer being a bona fide purchaser for the value without notice of ESP's rights. In the event of such re-sale the customer has a fiduciary duty to ESP for the proceeds but may retain there from any excess of such proceeds over the amount outstanding under this or any other side contract between them. ESP has the additional right to recover the customer's price directly from the customer's customer to the extent unpaid. If ESP avails itself of such right ESP will account to the customer for any excess or shortfall less any expenses incurred by ESP in respect of such recovery.
- ESP reserves the right to alter the specification of any products it manufactures.
- Returns: Any goods requiring to be returned to ESP can only be returned with the express agreement of ESP. Evidence of this is in the allocation of a goods returns note and number. Failure to comply with this procedure may result in a delay in credit being issued or not at all. All goods return note number may be obtained from the ESP sales office.
- Force Majeure: ESP shall have the right to cancel or delay deliveries or reduce the quantity of goods delivered and shall under no circumstances be responsible for failure or delay in performing or fulfilling any contract or otherwise failing to implement its obligations to the customer if such failure or delay shall be due to any cause or circumstances beyond the control of ESP.
- ESP shall not be liable to the customer
 - for defects in any goods provided caused by the act of negligent or default of the customer or any third party;
 - for any other defects in goods not falling within paragraph (a) of this clause unless notified to ESP within 30 days of delivery of the goods except in the case of a latent defect where ESP shall not be liable unless such defect is notified to ESP within 10 days of the customer being aware of such defect.
- ESP aggregate liability in respect of any occurrence or series of occurrences to the customer whether for negligence, breach of contract or otherwise shall in no circumstances exceed the cost of goods in respect of which the claim arises.
- Termination: ESP may, without prejudice to any of its rights, stop any goods in transit and/or suspend further deliveries and further provision of services and/or by giving notice in writing to the customer, determine the contract:
 - if the customer enters into a Trust Deed for its or its creditors or a Deed of Arrangement or commits an act of bankruptcy or become insolvent or compounds with its creditors; or
 - if (being a company) an order is made or a resolution is passed for the winding up of the customer; or
 - if a Receiver is appointed over any of the customer's assets or undertaking; or
 - if the customer takes or suffers analogous action or proceeding under foreign law in consequence of debt or commits any breach of this or any other contract between ESP and the customer; or
 - if the customer fails to pay any sum on the date or in other manner whatsoever breaches that or any other contract with ESP.
- Definition: Any reference herein the singular shall, where the context so admits be construed to include both the male and female gender and the plural as well as the singular and all trading styles whatsoever formed.
- Submission to English Law: Any dispute relating to the interpretation of these Conditions of Sales shall be subject to English law and the customer submits to the exclusive jurisdiction of the English Courts.