6. **PAYMENT**

6.1 Payment for the Goods must be received by the Company not later than the 28th day of the month following the date of the invoice. No credit period shall be granted to the Buyer. Incurred costs and expenses, including any reasonable legal costs and expenses, shall be repayable by the Buyer to the Company forthwith.

6.2 All sums payable to the Company by the Buyer in respect of any Goods delivered by the Company to the Buyer, shall become due immediately on termination of the Contract, on commencement of legal or dispute resolution proceedings against the Buyer or upon any of the Company’s restriction of credit, closing off, placing in liquidation, bankruptcy, or any other insolvency action, or upon any enforcement of security or other proceedings against the Buyer.

6.3 The Company may at any time set off any amount due to the Company from the Buyer against any amount due to the Buyer from the Company, whether or not arising under the same or any other contract between the Parties, affecting this Contract or any other contract between them.

7. **QUALITY**

7.1 The Company warrants that the quality of the Goods shall be in accordance with the specification quoted by the Company; however the Company shall have no liability in respect of any minor deviations from any specification if the Goods are still compliant with all relevant standards. In any event, the Buyer accepts that it does not rely on any such recommendation, suggestion or representation.

7.2 The Buyer must provide safe and adequate access to the point of discharge of the goods, and pay to the Company any costs that may be incurred by the Company in respect of, or to avoid, any additional charge where (i) the delivery of the Goods is required by the Buyer outside the Company’s normal working hours; (ii) the delivery of the Goods is required in parts loads rather than full loads; (iii) any reason, the delivery vehicle is unable to discharge its load within 30 minutes of arrival at the Buyer’s site; and (iv) the Buyer purchases quantities of the Goods which are substantially different from any quantity specified in the quotation.

8. **LIABILITY**

8.1 Nothing in these Conditions shall limit or exclude the liability of the Company for death or personal injury resulting from the negligence of the Company, its employees or agents.

8.2 The maximum aggregate liability of the Company arising out of Condition 7.1 or in connection with the supply of Goods or their use by the Buyer (including any refund made pursuant to Condition 7.1 above) shall be limited to three times the price of the Defective Goods, save that in the event that such sum is less than the cost of physical removal provided for in Condition 7.1 above, the Company shall be liable for the additional cost of physical removal of the Defective Goods up to a maximum of a further sum of £50,000.00.

8.3 The Company’s maximum liability for all other matters arising under, out of or in connection to this Contract (but excluding in respect of Defective Goods), shall be limited to £100,000.00.

8.4 The Company acknowledges it bears the risk of all additional expenses, costs, losses, damages and liabilities which are incurred. The Buyer acknowledges that it obtains insurance to cover such potential expenses, costs, losses, damages and liabilities. Should the Buyer wish the Company to procure, pay for and maintain insurance to cover such losses, this must be raised with the Company at the earliest opportunity and expressly agreed by the Company in writing.