Website terms and conditions template: international sale of goods to business

Trading terms and conditions of [= = = = = = = = =]

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with $\blacksquare \blacksquare \blacksquare \blacksquare , \blacksquare$

The terms and conditions:

1. Definitions

In this agreement:

"Carrier" means any person or business contracted by us to carry "Content" means any material in any form published on Our Website **.** "Goods" means any of the goods we offer for sale on Our Website, "Incoterm" means latest version of pre-defined commercial rules of "Our Website" means any website of ours, and includes all ----------

2. Interpretation

In this agreement unless the context otherwise requires:

2.1.	a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or •••••••••••••••••••••••••••••••••••
2.2.	these terms and conditions apply to all supplies of Goods by us to any customer.
2.3.	any agreement by either party not to do or omit to do something includes an obligation not to allow some
2.4.	[except where stated otherwise], any obligation of any person arising from this = = = = = = = = = = = = = = = = = = =
2.5.	in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of
2.6.	the headings to the paragraphs and schedules (if any) to \blacksquare
2.7.	a reference to an act or regulation includes new law of substantially the
2.8.	in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of \blacksquare
2.9.	these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as ••••••••••••••••••••••••••••••••••
2.10.	this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or

3. Our contract with you

3.1.	This agreement contains the entire agreement between the parties and supersedes all
3.2.	Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information • • • • • • • • • • • • • • • • • • •
3.3.	If you use Our Website in any way and make an order on behalf of another person, you warrant that you have full authority to ••••••••••••••••••••••••••••••••••
3.4.	[Because we rely on our suppliers, we] We do not guarantee • • • • •
3.5.	The price of Goods may be changed by us at any time. We will never change a price so as to affect the
3.6.	We may change these terms from time to time. The terms that apply to you are those posted
3.7.	If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website;
3.8.	We do not sell the Goods in all countries. We may refuse to deliver the Goods if •••••••••••••••••••••••••••••••••••
Acc	eptance of your order
4.1.	Your order is an offer to buy from us. Nothing that we do or say will amount to any acceptance of that offer until we actually dispatch the

OR

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4.

4.2.	Your order is an offer to buy from us. Nothing said or done by us is an acceptance of an order • • • • • • • • • • • • • • • • • • •
AND	
4.3.	At any time before the Goods are despatched, we may decline to supply .
OR	
4.4.	Your order is an offer to buy from us. We shall accept your order by [e-mail confirmation]. That is when our contract is made. [Our • • • • • •
4.5.	If we do not have all of the Goods you order in stock, we will offer ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	4.5.1 accept the alternatives we offer;
	4.5.2 cancel all or part of your order.
Pric	e and Payment
5.1.	The price payable for the Goods that you order is \blacksquare
OR	
5.2.	The Price is as set out ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
5.3.	It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the Goods • • • • • • • • • • • • • • • • • • •
5.4.	Prices include goods and services tax. If you show by your delivery address that you reside outside New , , , , , , , , , , , , ,
OR	
5.5.	Prices include goods and services tax. If you show by your delivery address that you reside outside New Zealand,

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	5.6.	[If the item you order is available in parts, you must pay us the full price of \blacksquare
	5.7.	Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment ••••••••••••••••••••••••••••••••••••
	5.8.	[Any information given by us
	5.9.	If, by mistake, we have under-priced the Goods,
	5.10.	The price of the Goods does not include the delivery charge which will be charged at •••••••••••••••••••••••••••••••••••
	5.11.	If we owe you money (for any reason), we will credit your [15]
6.	Seci	urity of your [credit card]
	We ta ■ .	ke care
	6.1.	Card payments are not processed through pages controlled by us.
	6.2.	If you have asked us to remember your credit card details in readiness for your next purchase • • • • • • • • • • • • • • • • • • •

7.	Payment on running credit account								
	This	This paragraph applies ••••••••••••••••••••••••••••••••••••							
	7.1.	Payment is due to reach our account before the							
	7.2.	On request, we will supply							
	7.3.	Our accounting system will automatically charge interest • • • • • • • • • • • • • • • • • • •							
	7.4.	If money due remains overdue after one month, the rate we charge will a set of the set o							
8.	Del	ivery and pick up							
	8.1.	Goods are delivered within [30]							
	8.2.	Deliveries will be made by the Carrier							
	8.3.	If we are not able to deliver your Goods within [30]							
	8.4.	We may deliver the Goods • • • • • • • • • • • • • • • • • • •							
	8.5.	[Goods are sent at our risk • • • • • • • • • • • • • • • • • • •							

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8.6.	All Goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when
8.7.	. Signing "Unchecked", " ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
8.8.	[Goods are sent by post. \blacksquare
	••••••.]
8.9.	If we agree with you to deliver on a particular day or at a particular time, we will
0.40	
8.10.	Some Goods will be delivered direct from the manufacturer who will contact
0 11	Some Goods are so large and heavy that delivery
0.11.	
8.12.	Time for delivery specified on the order, •••••, ••••
	••••
8.13.	We are happy for you to pick up Goods from our shop/
8.14.	If you = = = = = = = = = = = = = :
	8.14.1 we will not •••••••••••••••

	8.14.2	Goods are at your risk from					
		 ;					
	8.14.3	you agree that you are responsible for everything that happens after					
		= = .					
Trai	2000rf	otion					
Hai	nsport	ation					
[Ther	e are ma	any ways and alternative deals possible. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■					
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9.1.	0.1. The following Incoterms						
	9.1.1	EXW [named • • • • , • • • • • • • • • • • • • •					
	9.1.2	FCA [named • • • • , • • • • • • • • • •] • • • •					
	9.1.3	CPT [named ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■					
	9.1.4	CIP [named = = = , = = = = = = =] = = = ® 2020					
	9.1.5	DPU [named = = = , = = = = = = =] = = = ® 2020					
	016	DAP [named = = = = = = = = = = = = = = = = = = =					

DDP [named = = = , = = = = = = =] = = = ® 2020

FAS [named **• • • •**, **• • • • • • • • • •**] **• • • • ®** 2020

FOB [named **• • • •**, **• • • • • • • • • •**] **• • • • ®** 2020

9.

9.1.7

9.1.8

9.1.9

		9.1.10 CFR [named = = = , = = = = = = =] = = = ® 2020 .
		9.1.11 CIF [named = = = , = = = = = =] = = = ® 2020
	9.2.	All rights, obligations,
	9.3.	Unless otherwise agreed in this agreement so far • • • • • • • • • • • • • • • • • • •
10.	Fore	eign taxes and duties
	10.1.	If you are not in New Zealand,
	10.2.	You are responsible for purchasing Goods which you are
11.	Liab	ility for subsequent defects
	11.1.	We will repair or
		11.1.1 the defect is = = = = = = = [12] = = = = = = = = = = = = = = = = = =
		11.1.2 the defect • • • • • • • • • • • • • • • • • • •
		11.1.3 you have returned the
	11.2.	If we agree that we are liable, ••••••••••••••••••••••••••••••••••••

God	ods returned
These	e provisions apply in
12.1.	We do not accept returns unless there was a ■ ■ ■ ■ ■ ■ ■
12.2.	The Goods must be returned to [20]
12.3.	So far
	12.3.1 with both Goods and • • • • • • • • • • • • • • • • • • •
	12.3.2 securely wrapped;
	12.3.3 including our delivery slip;
	12.3.4 at your risk and cost.
12.4.	The procedure for return of Goods is set out on • • • • • • •
OR	
12.5.	

OR

12.6.	••••	
	■■■,	
	••••	
12.7.		
	••••	
12.8.		
		12
12 0		,
12.5.		
	12.9.1	refund the cost of return carriage;
	12.9.2	repair or replace the Goods as we choose.
Disc	laime	rs
13.1.		
	■ .	
13.2.		,

13.

13.3.

13.4.

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		13.5.1	the quality	y of the	Goods	,						
		13.5.2	••••	••••	•••						• • •	
			••••;	••••	•••							•
		13.5.3	the corres	sponden	ce of t	he Go	ods wi	th any	descri	iption	;	
		13.5.4	:::::	;	•••	•••		• • • •	• • •	I = = 1		• • •
		13.5.5	the accur	acy of a	ny Cor	ntent o	n Our	Websi	te;			
		13.5.6	non-infrin	gement	of any	right.						
	13.6.	, ■ ■ ■										
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	13.7.									• • •		, .
14.	You	r acco	ount wit	h us								
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	14.2.											
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	14.3.				•••							
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15.5.								
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16. Indemnity

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16.1.	;
16.2.	your breach of this agreement;
16.3.	,;
16.4.	

17.	Sec	urity	y of	Ou	r W	ebs	site														
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	17.1.	••																			
	17.2.																				
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	17.3.	••								••	• • •	• •	■ ,		•	• •			•	••	
	17.4.									• •	• • •		■ ,			■ , 1	• •	•		•	
	17.5.		, = = =																		
	17.6.	••			■ ;																
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17.8.2	 			 		 		
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18. Miscellaneous matters

18.1.	,	
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	It shall be deemed to have been delivered:	
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18.6.		 	 		 _		 			_								
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Explanatory notes:

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Paragraph specific notes:

Notes numbering refers to paragraph numbers.

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Definitions	
•	nt, not only in terms of the product or service being esses. The defined terms that
•	arch and replace function in your word processor to the her general adjectives, or to
	■ ■ ■ :
We use	you might decide to change to
"Good"	"Products or Water Coolers"/ "■ ■ ■ ■ ■ ■ ■ "
"Our Website"	"The WaterCooler Site" / "■ ■ ■ ■ ■ ■ ■ "
But if you do change the	defined word, make sure it applies to every use ■
	n a word or phrase is defined, the defined meaning, ence over the
	ence over the
Azaraka II. Cari Ia di Ia di	
	n the contents of the document, then return to checkled and whether they really ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
• • • • • • • • • • • • • • • • • • • •	
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2. Interpretation

3. Our contract with you

4. Acceptance of your order

This paragraph establishes the contract. This is very important in an Internet contract because there are so many places in the buying procedure where it could be claimed that the contract has been completed. By leaving the point at which the

- you hold your customers' goods; or
- every piece of advertising or information on your website could constitute
 = = = = = ; = = =
- a customer could claim goods that you inadvertently • • ; •
- goods are provided later than you expected ■ ■ ■ .

There are three options. Make quite sure that one of these accurately reflects the

5. Price and Payment

6. Security of your credit card

This paragraph is more for information than contractual commitment. We have included it here because many users

7. Payment on running credit account

The only contractual requirement is the charging of interest. Most customers assume that if they pay late, there will be no problem. That is unfair to the

	seller. This provision is written to give
	This provision will be most useful when a customer • • • • • • • • • • • • • • • • • • •
	The mention of "not a penalty" is necessary because a higher rate of • • • • • • • • • • • • • • • • • •
	If you don't take payment on credit , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
8.	Delivery and pick up
	As for the paragraph on price and payment, there are many alternative $\blacksquare \blacksquare \blacksquare$
9.	Transportation
	This and the following paragraph are relevant only to \blacksquare
	We have left the mode of transport open. We strongly advise that you use an Incoterm because delivery, risks and costs are considered critical points in a sale contract cross the border. Parties to a contract are often unaware that there are different trading practices in their respective countries, for example FOB for an American
	2020,
	https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/
	Incoterms are not legally binding, unless they are incorporated into an agreement by express reference to the specific Incoterm. We have worded Incoterms in this paragraph prescribed by the International

Below is a basic summary ••••••••••••••••••••••••••••••••••••
The rules defined by Incoterms 2020 for $\blacksquare \blacksquare \blacksquare$
EXW – Ex Works
The seller makes the goods available at a named place of delivery. This can either be the seller's premises or any other place. This term places the maximum obligation on the buyer and minimum obligations on the seller. EXW is often used when making an initial quotation for the sale of goods without any costs included. The buyer pays all transportation costs and also bears the risks for bringing the goods to their final
FCA – Free Carrier
The seller hands over the goods, cleared for export, into the disposal of the first carrier (named by the buyer) at the named place. The carrier can be anyone i.e. buyer, seller or third party. The passing of risk depends on the where the goods are delivered. If the goods are delivered at seller's \blacksquare \blacksquare \blacksquare \blacksquare
CPT - Carriage Paid To
The seller pays for the carriage and delivers the goods to the buyer by handing them
CIP – Carriage and Insurance Paid to
The seller pays for carriage and insurance to the named destination point,

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DAP – Delivered at Place The seller pays for carriage to the named place, except for costs related to import clearance. ---. **DPU** – Delivered at Place Unloaded The seller pays for carriage, except for costs related to import clearance, and assumes all risks **DDP** – Delivered Duty Paid The seller is responsible for delivering the goods to the named Rules for Sea and Inland Waterway Transport FAS - Free Alongside Ship The seller is responsible for delivering goods to the buyer **\| \| \| \| \| \| \| \| \| \| \| \| \|** FOB - Free on Board CFR - Cost and Freight

	CIF – Cost, insurance and Freight CIF is exactly the same as CFR except • • • • • • • • • • • • • • • • • • •
10.	Foreign taxes and duties
	It is important to make this point clear if any of your sales are to other
11.	Liability for subsequent defects
	You do not have to offer anything at
12.	Goods returned
	This paragraph provides for the alternative of stating
	It may be easier to edit text on a web page than to change your T&C document. The
13.	Disclaimers
	Disclaimers are not always binding. The law is complicated and much depends

14.	Your account with us
	These terms provide some protection in case of customer
15.	Intellectual property
	Few business managers appreciate just how • • • • • • • • • • • • • • •
	We suggest that
16.	Indemnity
	We suggest no edits.
17.	Security of Our Website
	These paragraphs may sound overly strong,
18.	Miscellaneous matters
10.	
	A number of special points.

End of notes