us know.

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

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well as reading the notes at the end of the template. If you have any questions, do let

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

They are based on a set written by <u>Net Lawman</u> and released under licence. They protect your rights as well as ours.

You are: Anyone who uses Our Website.

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 international trade published by \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare "Our Website"

2. Interpretation

In this agreement unless the context otherwise requires:

2.1.	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 ••••••
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

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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 $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
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 Goods to you. [At A B B B B B B B B B B B B B B B B B B
OR	
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 Coods you arder in stack, we will offer
	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;
5.	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 UK value added tax. If you
	OR	
	5.5.	Prices include UK value added tax. If you show
	5.6.	[If the item you order is available in ••••, ••••••••••••••••••••••••••••••

	5.7.	Banking charges by the receiving bank on payments to us
	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
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.	Pay	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 details							
	7.3.	Our accounting system will automatically charge interest [1]							
	7.4.	If money due remains overdue after one month, the rate we charge will							
8.	Del	ivery and pick up							
0 -	8.1.	Goods are delivered within [30]							
	0.1.								
	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 = = = = = = = = = = = = = = = = = = =							

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.
8.9.	If we agree with you to deliver on a particular day or at a particular time, we will
8.10.	Some Goods will be delivered direct from the manufacturer who will contact
8.11.	Some Goods are so large and heavy that delivery
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
	■■.

9. Transportation

		any ways and alternative deals possible.
9.1.		lowing Incoterms = = = = = = = = = = = = = = = = = = =
	9.1.1	EXW [named • • • • , • • • • • • • • • •] • • • •
	9.1.2	FCA [named • • • • , • • • • • • • • • •] • • • •
	9.1.3	CPT [named • • • • , • • • • • • • • • • •] • • • •
	9.1.4	CIP — [
	9.1.5	DPU [named • • • • , • • • • • • • • •] • • • • ® 2020 .
	9.1.6	DAP [named • • • • , • • • • • • • • • •] • • • •
	9.1.7	DDP[named • • • • , • • • • • • • • •] • • • • ® 2020
	9.1.8	FAS [named = = = , = = = = = = =] = = = ® 2020
	9.1.9	FOB [named = = = , = = = = = =] = = = ® 2020

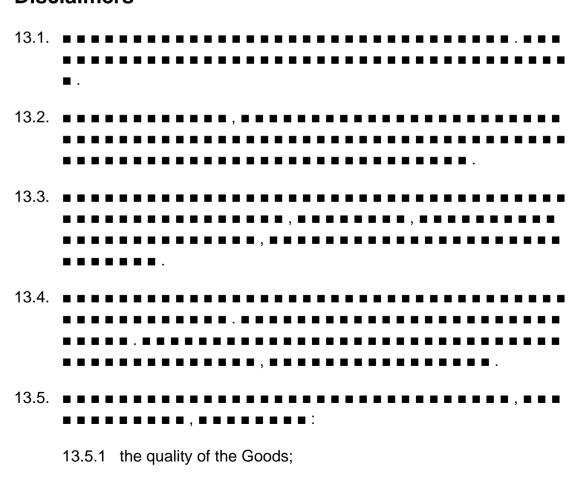
		9.1.10 CFR [named = = = , = = = = = =] = = = ® 2020
		9.1.11 CIF [named • • • • , • • • • • • • • • •] • • • •
	9.2.	All rights, obligations,
	9.3.	Unless otherwise agreed in this agreement so far ••••, •••••
10.	Fore	eign taxes and duties
	10.1.	If you are not in the UK, \blacksquare
	10.2.	You are 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,
	11.3.	If we repair or replace Goods, you have

12. Goods returned

	•	ons apply					• • • •		•••	•••	
12.1.		not acce									•
12.2.		oods mus									
12.3.	So far i		. ■ ■ ■ ,	• • • •		•••		:			
	12.3.1	with bo	th Goods					•••	•••		-
	12.3.2	securel	y wrappe	ed;							
	12.3.3	includin	g our de	livery s	lip;						
	12.3.4	at your	risk and	cost.							
12.4.										•••	
OR							•				
12.5.											
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OR											
12.6.											
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12.7.	
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12.8.	12
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12 Q	
12.5.	1979
12 10	
12.10	
	12.10.1 refund the cost of return carriage;
	12.10.2 repair or replace the Goods as we choose.

13. Disclaimers



		13.5.2		• •
			;	
		13.5.3	the correspondence of the Goods with any description;	
		13.5.4		
		1355	the accuracy of any Content on Our Website;	
			non-infringement of any right.	
	13.6.	13.3.0	non-initingement of any right.	
	10.0.	, ■ ■ ■		• •
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	13.7.			
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44	V			
14.		r acco	ount with us	
	14.1.			
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	14.2.			
		■.		
	14.3.			

15. Intellectual property	5. Intellect	tual pro	perty
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15.1.																			
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15.2.	. .																		
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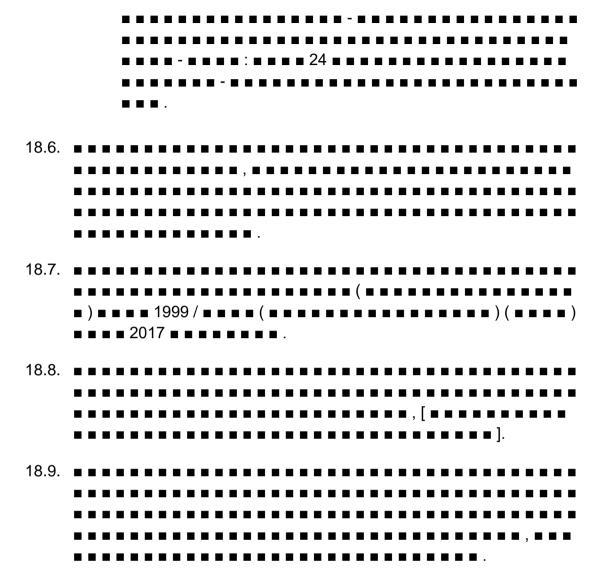
16. Indemnity

	:
16.1.	••••;
16.2.	your breach of this agreement;
16.3.	
16.4.	

17.	Sec	urit	y o	f O	ur '	We	ebs	site)														
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	17.8.									■ ,			• •		•				•	•	-	•	
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17.8.1

		17.8.2
40	N#:	
18.	IVIIS	cellaneous matters
	18.1.	
	18.2.	
		•••••
	18.3.	
	10.4	
	10.4.	
	18.5.	
	18.5.	
		It shall be deemed to have been delivered:
		•••72•••••;



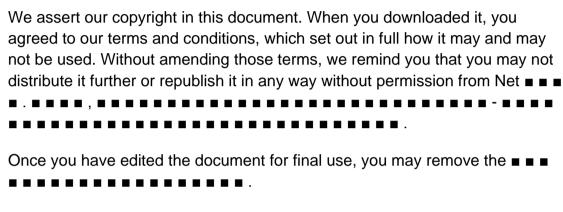
18.10. The validity, construction and performance of this agreement shall be governed by the laws of [England and Wales / Scotland / Northern Ireland] and you agree that any dispute arising from it shall be litigated only in that country.

Explanatory notes:

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

General notes

1.	Recognition	of our co	pyright i	in this	document



2. Document review service

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Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

"Good"

We use	you might decide to change to
By all means use the sea	rch and replace function in your word processor to her general adjectives, or to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
•	
	nt, not only in terms of the product or service being esses. The defined terms that

"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
	n the contents of the document, then return to check led and whether they really I I I I I I I I I I I I I I I I I I
Interpretation	
•	ce unless there is a good reason to remove. There
Our contract with you	
	a party from later saying he was relying on some ite or conversation. With the exception of editing 3 . 3
Acceptance of your ord	ler
contract because there a	es the contract. This is very important in an Internet re so many places in the buying procedure where it contract has been completed. By leaving the point
•••••	
 you hold your custom 	ers' goods; or
• every piece of adverti	sing or information on your website could constitute ■ ■
a customer could claii	m goods that you inadvertently ■ ■ ■ ■ ■ ■ ■ ; ■ ■
 goods are provided la 	ater than you expected ■ ■ ■ ■ ■ ■ ■ .
There are three options.	Make quite sure that one ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Price and Payment	

3.

4.

You must edit these paragraphs to make
Security of your credit card
This paragraph is more for information than contractual commitment. We have included it here because many users
For payment, you may have various alternatives like the ,
Payment on running credit account
There is no need to write into your terms your requirements for giving credit. First,
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 , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Delivery and pick up
As for the paragraph on price and payment, there are many alternative ■ ■ ■
Transportation
This and the following paragraph are relevant only to

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
http://www.ukcustomssolutions.co.uk/incoterms/
https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/
https://www.gov.uk/guidance/international-trade-paperwork-the-basics#export-documentation
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 seven rules defined by Incoterms 2020 for \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 ,
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,
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
The four rules defined ••••••••••••••••••••••••••••••••••••
FAC Free Alexander Chin
FAS – Free Alongside Ship
The seller is responsible for delivering goods to the buyer
FOR Free or Decod
FOB – Free on Board
The seller is responsible for loading the goods on board
•••••
CFR – Cost and Freight
The seller must deliver the goods to the buyer and pay
,
CIF – Cost, Insurance and Freight
CIF – Cost, Insurance and Freight
CIF – Cost, Insurance and Freight
CIF – Cost, Insurance and Freight
CIF – Cost, Insurance and Freight CIF is exactly the same as CFR except Foreign taxes and duties
CIF – Cost, Insurance and Freight CIF is exactly the same as CFR except
CIF – Cost, Insurance and Freight CIF is exactly the same as CFR except Foreign taxes and duties It is important to make this point clear if any of your sales are to other
CIF – Cost, Insurance and Freight CIF is exactly the same as CFR except Foreign taxes and duties It is important to make this point clear if any of your sales are to other
CIF – Cost, Insurance and Freight CIF is exactly the same as CFR except Foreign taxes and duties It is important to make this point clear if any of your sales are to other
CIF – Cost, Insurance and Freight CIF is exactly the same as CFR except Foreign taxes and duties It is important to make this point clear if any of your sales are to other

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 on the facts
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
	A number of special points.
	Email communications are usually binding in the UK, but may not be , ■ ■ ■
	Take care before agreeing to accept ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	Rights of Third Parties Act - • • • • • • • • • • • • • • • • • •

End of notes