

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

1 Interpretation

1.1 In these Conditions:

'BUYER' means the person who accepts a quotation of Halo for the sale of the Goods or whose order for the Goods is accepted by Halo & Co.  
'GOODS' means the goods (including any instalment of the goods or any parts for them) which Halo is to supply in accordance with these Conditions.  
'HALO' means Halo Designs & Co Ltd of Rink Drive, Swadlincote, Derbyshire, DE11 8JL  
'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Halo.  
'CONTRACT' means the contract for the purchase and sale of the Goods  
'WRITING' includes telex, cable, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

Basis of the sale

2.1 Halo shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of Halo which is accepted by the Buyer, or any written order of the Buyer which is accepted by Halo, subject in either case to these Conditions, which shall govern the contract to the exclusion of any other terms and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the parties.

2.3 Any advice or recommendation given by Halo or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by Halo is followed or acted upon entirely at the Buyer's own risk, and accordingly Halo shall not be liable for and such advice or recommendation which is not so confirmed.

2.4 Goods are made for the use of one event only and hiring is not permitted. Halo except no responsibility for goods which are used more than once. Halo reserve the right to cease supply if buyer is hiring.

3 Orders and Specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by Halo unless and until confirmed in Writing by Halo's authorised representative.

3.2 The Buyer shall be responsible to Halo for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving Halo any necessary information relating to the Goods within a sufficient time to enable Halo to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in Halo's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by Halo).

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by Halo in accordance with a specification submitted by the Buyer, the Buyer shall indemnify Halo against all loss, damages, costs and expenses awarded against or incurred by Halo in connection with or paid or agreed to be paid by Halo in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from Halo's use of the Buyer's specification.

3.5 Halo reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to Halo's specification, which do not materially affect their quality or performance.

3.6 No order which has been accepted by Halo may be cancelled by the Buyer except with the agreement in Writing of a partner in Halo and on terms that the Buyer shall indemnify Halo in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Halo as a result of cancellation.

4 Price of the Goods.

4.1 The price of the Goods shall be Halo's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Halo's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, Halo's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by Halo without giving notice to the Buyer.

4.2 Halo reserves the right, by giving notice to the Buyer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to Halo which is due to any factor beyond the control of Halo (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give Halo adequate information or instructions).

4.3 Except as otherwise stated under the terms of any quotation or in any price list of Halo, and unless otherwise agreed in Writing between the Buyer and Halo, all prices are given by Halo on a delivered basis including normal post and packaging and where Halo agrees to deliver the Goods by other means, the Buyer shall be liable to pay Halo's additional costs for transport, packaging and insurance.

4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to Halo.

5 Terms of Payment

5.1 Subject to any special terms agreed in Writing between the Buyer and Halo, Halo shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event Halo shall be entitled to invoice the Buyer for the price at any time after Halo has notified the Buyer that the Goods are ready for collection or has tendered delivery of the Goods.

5.2 The Buyer shall pay the price of the Goods (without any deduction) within 30 days of the date of Halo's invoice, and Halo shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Halo, Halo shall be entitled to:

5.3.1 cancel the contract or suspend any further deliveries to the Buyer;

5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and Halo) as Halo may think fit;

5.3.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above Midland Bank Plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6 Delivery

6.1 Delivery of the Goods shall be made by Halo delivering the goods into the hands of the postal services for delivery to the Buyer or, if agreed, by the Buyer collecting the Goods at Halo's premises at any time after Halo has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by Halo, by Halo delivering the Goods to that place.

6.2 Any dates quoted for delivery of the Goods are approximate only and Halo shall not be liable for any delay in delivery of the Goods howsoever caused. The Goods may be delivered by Halo in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Halo to deliver any one or more of the instalments, each delivery shall constitute a separate contract and failure by Halo to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.4 If Halo fails to deliver the Goods for any reason other than any cause beyond Halo's reasonable control or the Buyer's fault, and Halo is accordingly liable to the Buyer, Halo's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.5 If the Buyer fails to take delivery of the Goods or fails to give Halo adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of Halo's fault) then, without prejudice to any other right or remedy available to Halo, Halo may:

6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price on the Contract or charge the Buyer for any shortfall below the price on the Contract.

7.1.1 in the case of Goods to be delivered at Halo's premises, at the time when Halo notifies the Buyer that the Goods are available for collection: or

7.1.2 in the case of Goods to be delivered otherwise than at Halo's premises, at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods, the time when Halo has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions the property in the Goods shall not pass to the Buyer until Halo has received in cash or cleared funds Payment in full of the price of the Goods and all other goods agreed to be sold by Halo to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), in which case Halo's rights shall apply to the proceeds of sale. Halo shall be entitled at any time to require the Buyer to deliver up the Goods to Halo and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.4 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Halo, but if the Buyer does so all moneys owing by the Buyer to Halo shall (without prejudice to any other right or remedy of Halo) forthwith become due and payable.

8 Warranties and Liability.

8.1 Subject to the conditions set out below Halo warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship.

8.2 The above warranty is given by Halo subject to the following conditions:

8.2.1 Halo shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer

8.2.2 Halo shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, (including flowing from use of the Goods for demonstration purposes as samples or for demonstration purposes as samples or for bridal hire, failure to follow Halo's instruction (whether oral or in writing), misuse or alteration or repair of the Goods without Halo's approval:

8.2.3 Halo shall be under no liability under the above warranty (or any other warranty, condition or guarantee) in the total price for the Goods has not been paid by the due date for payment;

8.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by Halo, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Halo.

8.2.5 that the Buyer acknowledges that the Goods are handmade and that Halo relies on the consistency quality and variety of components available from time to time from its suppliers and Halo shall be under no liability under the above warranty in respect of minor variations from specification due to the handmade nature of the Goods or minor differences in components used in the Goods.

8.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to Halo within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify Halo accordingly, the Buyer shall not be entitled to reject the Goods and Halo shall have no liability for such defect or failure, and the Buyer shall be bound to Pay the price as if the Goods had been delivered in accordance with the Contract.

8.4 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to Halo in accordance with these Conditions Halo shall be entitled to replace the Goods (or the part in question) free of charge or, at Halo's sole discretion, refund to the Buyer the price of the Goods (or a proportionate Part of the price), but Halo shall have no further liability to the Buyer.

8.5 Halo shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Halo's obligations in relation to the Goods if the delay or failure was due to any cause beyond Halo's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Halo's reasonable control:

8.5.1 Act of God, explosion, flood, tempest, fire or accident;

8.5.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.5.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

8.5.4 import or export regulations or embargoes;

8.5.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Halo or of a third party)

8.5.6 difficulties in obtaining raw materials, component parts of the goods, labour, fuel, parts or machinery;

8.5.7 power failure or breakdown in machinery.

9 Indemnity

9.1 If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, Halo shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or Paid or agreed to be paid by the Buyer in settlement or the claim, provided that:

9.1.1 Halo is given full control of any proceedings or negotiations in connection with any such claim:

9.1.2 the Buyer shall give Halo all reasonable assistance for the purposes of any such proceedings or negotiations:

9.1.3 except pursuant to a final award, the Buyer shall not Pay or accept any such claim, or compromise any such proceedings without the consent of Halo (which shall not be unreasonably withheld)

9.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);

9.1.5 Halo shall be entitled to the benefit of, and the Buyer shall accordingly account to Halo for all damages and costs (if any) awarded in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim: and

9.1.6 without prejudice to any duty of the Buyer at common law, Halo shall be entitled to require the Buyer to take such steps as Halo may reasonably require to mitigate or reduce any such 1099, damages, cost9 or expenses for which Halo is liable to indemnify the Buyer under this clause.

10 Insolvency of Buyer

10.1 This clause applies if:

10.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or

10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer, or

10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

10.1.4 Halo reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy available to Halo Halo shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary

11 Export Terms

11.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause shall apply notwithstanding any other provision of these Conditions.

11.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the Payment of any duties thereon.

11.3 The Goods shall be delivered by the usual postal services and Halo shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979 and Halo shall have no liability in respect of any damage during transit.

11.4 Payment of all amounts due to Halo shall be made by bankers draw of a bank acceptable to Halo or, by such method as Halo may require and the Buyer shall meet all bank charges associated therewith.

12 General

12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as any of her relevant time have been notified pursuant to this provision to the party giving the notice.

12.2 No waiver by Halo of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.3 Any dispute arising under or in connection with these conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The U.K. Law Society.

12.4 The Contract shall be governed by the laws of England