

Standard conditions of sale

1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller as identified overleaf;
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.3 'Delivery Date' means the date specified by the Seller when the goods are to be delivered;
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller as identified overleaf;
- 1.5 'Price' means the price for the Goods excluding carriage, packing, insurance and VAT; and
- 1.6 'Seller' means BULL PARTNERSHIP of Beacon House, 4 Beacon Road, Rotherwas Industrial Estate Hereford HR2 6JF (which expression shall include its successors and assigns)

2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 Price and payment

- 3.1 The Price shall be the price set out overleaf. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2 Payment of the Price and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence.
- 3.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 10% above The Bank of England's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- 3.5 The Buyer shall make all payments due under the contract in full without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise unless the Buyer shall have a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

5 The Goods

The quantity and description of the Goods shall be as set out in the Seller's quotation.

6 Warranties and liability

- 6.1 The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. Save as stated in this clause and except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)) the Seller does not supply the Goods with any representation concerning the condition performance suitability or qualities of the Goods or with or subject to any term condition or warranty express or to be implied by statute description at common law or otherwise and all such representations terms conditions warranties whether relating to the capacity age quality description condition leasing possession transportation or use of the Goods or to the satisfactory quality or suitability or fitness of the Goods for a particular or any purpose are excluded.

7 Delivery of the Goods

- 7.1 Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
- 7.2 The Seller shall not be liable for any direct, indirect or consequential loss (all three of which include, without limitation pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss) costs, damages, charges or expenses caused directly or indirectly by any delay in delivery of the Goods (even if caused by the Seller's negligence), nor shall any delay entitle the Buyer to terminate or rescind the contract unless such delay exceeds 90 days.
- 7.3 The Seller shall not be liable for any non-delivery of the Goods (even if caused by the Seller's negligence) unless the Buyer gives written notice to the Seller of the non-delivery within 5 days of the date when the Goods would in the ordinary course of events have been received.
- 7.4 Any liability of the Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or offering a credit note at the pro rata contract rate against any invoice raised for such Goods.

8 Acceptance of the Goods

- 8.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer. If the Buyer does not notify the Seller with 24 hours of delivery of any defect in the Goods it shall be conclusively presumed that the Goods are complete and in good order and condition and fit for the purpose for which they are required and in every way satisfactory to the Buyer
- 8.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9 Title and risk

- 9.1 Title shall pass when the Seller has received payment of the Price and all other sums due under the contract from the Buyer in cleared funds.
- 9.2 Risk shall pass on delivery of the Goods.

10 Remedies of Buyer

- 10.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.
- 10.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.

11 General

- 11.1 The Contracts (Rights of Third Parties) Act 1999 is excluded from applying to this agreement and nothing herein confers or purports to confer on any third party any benefit or any right to enforce any term of this agreement.
- 11.2 If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.

12 Force majeure

- 12.1 The Seller reserves the right to defer the Delivery Date or to cancel the contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the regional control of the Seller including, without limitation, acts of God, governmental action, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemic, lock outs, strikes or other labour disputes, whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the contract.

13 Proper law of contract

This contract is subject to the law of England and Wales.