

BOWLANDER LIMITED

TERMS AND CONDITIONS FOR SALE AND SUPPLY OF GOODS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Changed Order:** means an Order changed in accordance with clause 3.3;
- (b) **Confirmation:** written acceptance of the Order, containing the price of the Goods and estimated dispatch and delivery information;
- (c) **Delivery:** delivery is deemed to have taken place when We deliver the Goods to the address that you gave Us;
- (d) **Event Outside Our Control:** is defined in clause 8.2;
- (e) **Goods:** the goods that We are selling to you as set out in the Confirmation;
- (f) **Order:** your order for the Goods;
- (g) **Terms:** the terms and conditions set out in this document; and
- (h) **We/Our/Us:** Bowlander Limited (Company Number: 02473578) whose registered office is at Mill House, Long Buildings, Sawley, Clitheroe, BB7 4LE.
- (i) **You/Your:** the person firm or company who places an Order for or buys Goods from Us

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

1.3 We consider that these Terms and the Confirmation constitute the whole agreement between you and Us.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Goods to You.

2.2 By placing an Order with us you are offering to purchase the Goods on the basis of these Terms.

2.3 These terms and conditions prevail over any terms and conditions contained or referred to in any communication from You, and any purported terms and conditions which you seek to impose are expressly rejected by Us.

2.4 Please ensure that you read these Terms carefully, and check that the details of your Order are complete and accurate, before we issue the Confirmation. If you think that there is a mistake, please contact Us to discuss that mistake. Any changes to the Terms and Conditions and/or the Confirmation shall only be valid if in writing and authorised by Us.

- 2.5 When you place an Order, this does not mean We have accepted the Order. Our acceptance of the Order will take place as described in clause 2.6. If We are unable to supply you with the Goods, We will inform you of this in writing and We will not process the Order.
- 2.6 A contract will come into existence between you and Us and these Terms will become binding on you and Us when We issue you with the Confirmation. This may be sent to you by fax, email or post.
- 2.7 If any of these Terms conflict with any term of the Confirmation, the Confirmation will take priority on the conflicting terms.
- 2.8 We shall require an order number from you. Please quote the order number in all subsequent correspondence with Us relating to the order.
- 2.9 The images of the Goods on Our website and in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that your computer's display of the colours or the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.
- 2.10 These Terms and the Confirmation constitute the entire agreement between Us and You. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in these Terms and/or the Confirmation.

3. CHANGES TO ORDER OR TERMS

- 3.1 We may revise these Terms from time to time in the following circumstances:
- (a) changes in how We accept payment from you;
 - (b) changes in relevant laws and regulatory requirements
- 3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 9.
- 3.3 You may make a change to the Order by contacting Us before the Confirmation; where this means a change in the total price of the Goods or costs of the change, We will notify you of the amended price or costs in writing. You can choose to cancel the Order in these circumstances within 2 hours of our informing you of the charges this needs to be confirmed in writing also.

4. DELIVERY OF GOODS AND TITLE

- 4.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Please allow for extra time for deliveries to the Scottish Highlands and Islands a minimum 10 days lead time is normally required for bespoke products.
- 4.2 In the Confirmation We will provide you with an estimated delivery date and for the avoidance of doubt time shall not be of the essence. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 8 for Our responsibilities when this happens.
- 4.3 The Goods shall be delivered to the address you gave Us.

- 4.4 If no one is available at your address to take delivery, We will leave you a note that the Goods have been returned to Our premises, in which case, please contact us to rearrange delivery. An extra charge for delivery may be made in these circumstances.
- 4.5 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask Us to deliver the Order in instalments, We may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.
- 4.6 The Goods will be your responsibility in terms of all applicable risks from:
- (a) Delivery; or
 - (b) where we have left you a note in accordance with clause 4.4.
- 4.7 Title in the Goods will pass to you only when We have received payment in full
- 4.8 Until title passes You will hold the Goods as bailee for Us and shall store them and mark them so that they can be identified as Our property. We may recover the Goods at any time before property passes to You.
- 4.9 If You fail to take delivery or fail to give adequate delivery instructions then additional charges and administration fees will be charged.

5. ACCEPTANCE AND CLAIMS PROCEDURE

- 5.1 You must check that the quantity and condition of the Goods correspond to the Order and are delivered at the correct temperature before signature of the delivery note
- 5.2 Claims in respect of short deliveries or damage or non compliance with the specification in respect of the Goods must be made to Us within 24 hours of the time of the delivery which gives rise to the claim. You must retain the damaged Goods for inspection and collection.
- 5.3 Any Court proceedings under this contract in respect of short delivery, damage or non conformance with the specification must be commenced within 12 months of the date agreed for delivery.

6. PRICE AND PAYMENT

- 6.1 The price of the Goods will be set out in the Confirmation. Our prices may change at any time, but price changes will not affect Orders for which you have received a Confirmation.
- 6.2 Goods must be paid for proforma for the first three months and thereafter unless agreed otherwise in writing the time for payment is 30 days from delivery of the Goods. Agreed credit limits may apply.
- 6.3 We reserve the right to refuse to deliver Goods if payments are overdue.
- 6.4 Payment must be made without any set off or deductions.
- 6.5 These prices include VAT where applicable. However, if you make a Changed Order and the rate of VAT changes between the date of the Order and the Changed Order, We will adjust the rate of VAT that you pay.

6.6 Unless stated otherwise the prices for the Goods include delivery costs. Any additional delivery charge will be stated in the Confirmation.

6.7 If you do not make any payment due to Us by the due date for payment, We may charge interest and late payment charges to you on the overdue amount under the Late Payment of Commercial Debts Regulations. Interest is at the rate of 8% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

7. OUR LIABILITY TO YOU

7.1 Many of the Goods need to be stored in accordance with specific requirements. If We provide you with a specification and you do not store the Goods in accordance with this specification We shall not be liable to you for any resulting losses caused by this failure in accordance with the terms of this clause 7.

7.2 We do not manufacture any of the products we sell. We will supply to You a technical specification in respect of the Goods provided to us by the manufacturer, but we accept no liability for any errors, omissions, misstatements or mistakes in such technical specification, or any non conformance of the Goods with the technical specification.

7.3 We do not warrant that Goods supplied are fit for any particular purpose unless that purpose is communicated to us in writing at the time of placing the Order.

7.4 You must also inform Us in writing of any particular legal or regulatory requirements relating to the Goods, including (but not limited to) packaging or labelling requirements, at the time of placing the Order, failing which We do not accept any liability in respect of such legal or regulatory requirements.

7.5 Save as precluded by law We have no liability to you for any indirect or consequential loss, damages or expenses (including loss of profit, loss of business, business interruption, loss of business opportunity or goodwill) and We shall have no liability to pay any money to you by way of damages other than to refund you the amount paid by you for the Goods.

7.6 We do not exclude or limit in any way Our liability for:

(a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation.

7.7 Subject to the above Our total liability in contract tort (including negligence or breach of statutory duty, misrepresentation, restitution or otherwise) arising in connections with the performance or contemplated performance of the contract between us shall be limited to the contract price of the Order or Orders giving rise to the alleged liability.

8. EVENTS OUTSIDE OUR CONTROL

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

8.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third

parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, traffic delays, breakdowns or accidents.

8.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.

9. YOUR CANCELLATION RIGHTS

9.1 Once the Confirmation has been sent you may not cancel the Order without Our written consent. Acceptance of cancellation is in our sole discretion. We reserve the right upon consent being given to levy a charge to cover the costs associated with cancellation including (but not limited to) cost We incur to the manufacturer.

10. OUR CANCELLATION RIGHTS

10.1 We may have to cancel an Order before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. We will promptly contact you if this happens.

10.2 If We have to cancel an Order under clause 10.1 and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you.

11. INFORMATION ABOUT US AND HOW TO CONTACT US

11.1 We are a company registered in England and Wales. Our company registration number is 02473578 and Our registered office is at Mill House, Long Buildings, Sawley, Clitheroe, BB7 4LE and Our registered VAT number is 597929262

11.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephone on 01200 449833 or by e-mailing Us at sales@bowlander.co.uk.

11.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to the addresses stated in this clause 11. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 We will use the personal information you provide to Us to:

- (a) provide the Goods;
- (b) process your payment for such Goods; and

- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by notifying Us in accordance with clause 11.

12.2 We will not give your personal data to any other third party.

13. OTHER IMPORTANT TERMS

13.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

13.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999 these Terms are not intended to, and do not, give any person who is not a party to them any right to enforce any of their provisions.

13.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

13.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.