

The Buyer's attention is in particular drawn to the provisions of Clause 10.4. Nothing in these Terms and Conditions shall affect the statutory rights of any consumer.

## 1 DEFINITIONS

In these Terms And Conditions:

- 1.1 the following words shall have the following meanings:  
„Buyer“ means the organisation or person who buys the Goods from the Seller;  
„Contract“ any contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these Terms and Conditions;  
„Goods“ means the articles (including any part or parts thereof) to be supplied to the Buyer by the Seller under the Contract;  
„Seller“ means BEG (UK) Ltd (No. 5062342) whose registered office is at Enterprise House, Beesons Yard, Bury Lane, Rickmansworth, Hertfordshire WD3 1DS;
- 1.2 a reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.3 words in the singular include the plural and in the plural include the singular;
- 1.4 a reference to one gender includes a reference to the other gender;
- 1.5 the headings do not affect the interpretation of this Agreement.

## 2 GENERAL

- 2.1 These Terms and Conditions shall apply to the Contract to the exclusion of all other terms and conditions referred to, offered or relied on, by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been expressly acknowledged by the Seller in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a duly authorised representative of the Seller.
- 2.3 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Nothing in this Clause shall exclude or limit the Seller's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods subject to these Terms and Conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer.
- 2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7 Any quotation is given on the basis that no Contract shall come into existence until the Seller despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days unless such other period is specified in the quotation and quotations may be withdrawn by the Seller by written or oral notice to the Buyer at any time prior to the Buyer's acceptance.

## 3 PRICE AND PAYMENT

- 3.1 The price for the Goods shall be the trade list price published at the date of delivery or deemed delivery or such other price as the parties may agree in writing.
- 3.2 Save as provided in Clause 3.3 and unless otherwise agreed by the Seller in writing, the price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.
- 3.3 The minimum order value is £200, and carriage will be paid by the Seller for orders over £300 to a UK address.
- 3.4 Payment of the price and VAT and any other applicable costs shall be due within 30 days of the date of the invoice supplied by the Seller. For payment received in 14 days, a 2 ½% settlement discount can be taken.
- 3.5 Time for payment shall be of the essence.
- 3.6 No payment shall be deemed to have been received until the Seller has received cleared funds.
- 3.7 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 has a valid court order requiring an amount equal to such declaration to be paid by the Seller to the Buyer.
- 3.8 The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2.00% per annum above the base rate of the Bank of England.
- 3.9 If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
  - 3.9.1 require payment in advance of delivery in relation to any Goods not previously delivered;
  - 3.9.2 refuse to make delivery of any undelivered Goods whether ordered under the Contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;
  - 3.9.3 terminate the Contract.

## 4 DESCRIPTION

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby acknowledges and agrees that it does not in any way rely on any description when entering into the Contract.

## 5 SAMPLE

Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample.

## 6 DELIVERY

- 6.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the Contract.
- 6.3 Subject to the other provisions of these Terms and Conditions, the Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms 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 the 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 180 days.
- 6.4 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
    - (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Seller's negligence);
    - (b) the Goods shall be deemed to have been delivered; and
    - (c) the Seller may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
  - 6.5 If the Seller delivers to the Buyer a quantity of Goods of up to 5% per cent more or less than the quantity specified in the Contract, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
  - 6.6 The Seller may deliver the Goods by separate instalments; each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
  - 6.7 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Seller to repudiate or cancel any other Contract or instalment.
  - 6.8 If the Seller is unable to deliver the Goods for reasons beyond its control, other than those specified in Clause 6.4 above, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected.
  - 6.9 The Buyer shall be entitled to replacement Goods where the Goods have been damaged during transportation. The Buyer must notify the Seller of the damage within 24 hours of delivery.

## 7 RISK

Risk in the Goods shall pass to the Buyer at the moment the Goods are dispatched from the Seller's premises. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

## 8 TITLE

- 8.1 Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:
  - (a) the Goods; and
  - (b) all other sums which are or which become due to the Seller from the Buyer on any account.
- 8.2 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
  - (a) hold the Goods on a fiduciary basis as the Seller's bailee;
  - (b) store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
  - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - (d) maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.
- 8.3 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
  - (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
  - (b) any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 8.4 The Buyer's right to possession of the Goods shall terminate immediately if:
  - (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
  - (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
  - (c) the Buyer encumbers or in any way charges any of the Goods.
- 8.5 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
- 8.6 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 8.7 Where the Seller is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.
- 8.8 On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this Clause 8 shall remain in effect.

## 9. WARRANTY

- 9.1 The Seller warrants that (subject to the other provisions of these Terms and Conditions) upon delivery Goods manufactured by the Seller shall:
  - (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
  - (b) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Seller and it is reasonable for the Seller to rely on the skill and judgement of the Seller.
- 9.2 Where Goods manufactured by the Seller do not conform with any of the warranties in Clause 9.1 the Seller shall (at its option) repair, or replace such Goods (or the defective part) free of charge or refund the price of such Goods at the pro Contract rate, subject to the following conditions:
  - 9.1.1 the Buyer notifies the Seller in writing immediately upon the defect becoming apparent; and
  - 9.1.2 the Goods (or the defective part) returned to the Seller at the Buyer's expense, if so requested by the Seller.
- 9.3 The Seller shall not be liable for a breach of any of the warranties in Clause 9.1 if:
  - (a) the Buyer makes any further use of such Goods after giving the notice referred to in Clause 9.1.1; or(b)