

Terms & Conditions of Braunston Ltd



1. DEFINITIONS

In these terms and conditions the following word or words shall have the following meanings:

- 1.1 'Contract' means each contract for the sale of goods and/or the supply of services.
- 1.2 'Customer' means the individual, company or organisation named overleaf who orders the goods and/or products and services specified on the terms set out in this Contract or as notified by the Supplier to the Customer from time to time.
- 1.3 'Goods and/or products and services' means the goods and/or products and services as specified in any Contract documents, which the Supplier agrees to provide to the Customer.
- 1.4 'Supplier' means Braunston Ltd.

2. APPLICATION OF TERMS

- 2.1 These conditions are the only conditions upon which the Supplier is prepared to deal with the Customer and they shall govern the Contract to the entire exclusion of all other terms.
- 2.2 Each order for goods and/or services by the Customer from the Supplier shall be deemed to be an offer by the Customer to buy goods and/or services subject to these conditions and any acceptance of an Order by the Supplier shall be deemed to constitute an agreement to comply with these conditions.
- 2.3 No variation to an Order or these conditions shall be binding unless agreed in writing by an authorised representative of the Supplier.

3. OBLIGATIONS OF THE SUPPLIER

- 3.1 The Supplier agrees to deliver the goods and/or products and services to the Customer subject to payment as referred to at section 4 of these Terms.
- 3.2 The goods and/or services supplied by the Supplier to the Customer under these conditions shall conform to any specification and be of satisfactory quality and fit for any purpose held out by the customer.
- 3.3 Except as set out in these conditions all warranties, conditions and other terms implied by statute or common law in relation to the goods and/or services supplied by the Supplier to the Customer under these conditions are to the fullest extent permitted by law, excluded from this Contract.
- 3.4 The date for the delivery of the goods and/or services by the Supplier to the Customer shall be the date specified in the Order, or as agreed in writing.
- 3.5 The time for delivery of the goods and/or services shall not be of the essence.
- 3.6 Any delays in the delivery of the goods and/or services shall not entitle the Customer to refuse to take delivery of the goods and/or services or terminate this agreement.

4. CUSTOMER OBLIGATIONS

- 4.1 The Customer shall be responsible for maintaining the goods supplied as recommended by the Supplier and/or the manufacturer, or if products and services have been provided the Customer acknowledges that they have been requested in accordance with the Customer's request.
- 4.2 The Customer shall notify the Supplier, in writing, within seven days of delivery of any problems that arise.
- 4.3 The Customer shall provide the Supplier with all and any information that is requested by the Supplier to enable the Supplier to carry out its obligations under this Contract.

5. TITLE

- 5.1 The risk in the goods delivered by the Supplier to the Customer shall pass to the Customer on delivery.
- 5.2 Title to the goods delivered to the Customer by the Supplier shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for such goods supplied or all other sums which are or which become due to the Supplier from the Customer for the sale of the goods and/or supply of services.

6. PRICE AND PAYMENT

- 6.1 The price of the goods and/or services shall be as stated in the Contract and shall be exclusive of value added tax.
- 6.2 A non-refundable deposit may be required at the discretion of the Supplier.
- 6.3 The Customer shall pay to the Supplier the price of the goods and/or services in full prior to production unless otherwise agreed in writing.
- 6.4 The Supplier reserves the right to charge any sums to which they are entitled pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debt Regulations 2002.

7. TERMINATION

- 7.1 Without prejudice to any other rights or remedies, the Supplier may terminate the contract without liability to the Customer immediately on giving notice to the Customer if:-
 - a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
 - b) the Customer commits a material breach of any of the terms of the Contract; or
 - c) any distress, execution or process is levied upon any assets of the Customer; or
 - d) the Customer is declared bankrupt, or making an arrangement with or for the benefit of his creditors; or
 - e) the Customer makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to Court of competent jurisdiction from its creditors or an administration or winding up order is made for an administrator or receiver is appointed in relation to the Customer.

8. LIMITATION OF LIABILITY

- 8.1 This condition 8 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents consultants, and subcontractors) to the Customer in respect of: a) any breach of the Contract; b) any use made by the Customer of the goods and/or services; and c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.3 Nothing in these conditions limits or excludes the liability of the Supplier: a) for death or personal injury resulting from negligence; or b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.
- 8.4 Subject to condition 8.2 and condition 8.3
 - a) the Supplier shall not be liable for: (i) loss of profits; (ii) loss of business; or (iii) depletion of goodwill or similar losses; or (iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9. FORCE MAJEURE

The Supplier reserves the right to defer the date of the delivery of goods and/or services or to cancel the Contract if it is prevented or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, war, national emergency, or probative governmental regulations.

10. GENERAL

- 10.1 The Customer shall not assign any rights or obligations under this Agreement without the prior written consent of the Supplier.
- 10.2 The Customer and the Supplier acknowledge that neither party has relied upon any oral representations made to it by the other, or its employees, or agents, and has made its own investigations into all matters relevant to the Contract. Where oral representations have been made they are only effective if confirmed in writing.
- 10.3 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left at or sent by post or fax (confirming by post) to an address notified by the other party in writing as an address to which notices or other documents may be sent.
- 10.4 The Supplier's address for service of any notice shall be its Registered Office address or any other address that the Supplier shall notify to the Customer.
- 10.5 If any provision of the Contract is found by any Court, Tribunal or administrative body of competent jurisdiction to be wholly or partly invalid or unenforceable, the validity of the remainder shall not be affected.
- 10.6 Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 10.7 Any waiver by the Supplier or any breach of contract by the Customer shall be deemed a waiver of any subsequent breach.
- 10.8 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contract (Rights of Third Party Act) 1999 by any person that is not a party to it.
- 10.9 The Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.