



D & I BRIDGMAN & SON LTD

Terms & Conditions of Sale

In these conditions the "Seller" shall be D & I BRIDGMAN & SON LTD. The "Buyer" shall be any member, other customer, Company or organization purchasing goods from or through the Seller.

1 The Products

1.1 All descriptions and illustrations contained in the Seller's catalogue, price lists and advertisements or otherwise communicated to the Buyer are intended merely to present a general idea of the products, and nothing contained in any of them shall form any part of this contract.

1.2 Whilst the Seller will endeavour to supply Products in accordance with any samples provided to the Buyer, it is agreed that any samples inspected were solely to enable the Buyer to judge for himself the quality of the bulk and not so as to constitute a sale by sample. The Buyer shall take the Products at his own risk as to their corresponding with any sample or as to their quality condition or sufficiency for any purpose.

2 Use

2.1 The Buyer will comply with all instructions that are supplied with the Products by the Seller and will store the Products safely to minimise any risk to the health or safety of any person.

2.2 The Buyer shall indemnify the Seller against all actions, suits, claims, demands, losses, charges, costs and expenses which the Seller may suffer or incur in connection with any claim arising out of the obligations of this clause 2.

3 The Price

3.1 The Seller reserves the right to increase the price of the Products before confirmation of the order is dispatched by the Seller in order to cover any increase in the Seller's cost of supplying the Products to the Buyer.

4 Cancellation

4.1 The Buyer may not cancel the contract without the Seller's consent, which if given shall be deemed to be on the express condition that the Buyer shall indemnify the Seller against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.

5 Payment

5.1 Statements of account will normally be rendered on a calendar-month basis and unless otherwise agreed will be payable by the 20th of the following month.

5.2 The Seller shall not be bound to give up possession of the Products until it has received payment, and the Seller shall be deemed to have made a sufficient tender of the Products if it shall notify the Buyer that the Products are ready for despatch subject to payment.

5.3 If the Seller allows credit in respect of any part of the Products it shall be without prejudice to its right to refuse to give up possession of any other part of the Products except against payment ; and the whole of the price of all Products bought or agreed to be bought by the Buyer shall fall due and payable without demand immediately on the happening of any of the following events :

- (a) failure by the Buyer to pay any sum due to the Seller within 14 days of the due date for payment ;
- (b) commencement of the winding up of the Buyer ;
- (c) commission by the Buyer of an act of bankruptcy ;
- (d) appointment of a receiver of any asset of the Buyer, or of a receiver of the Buyer, or the levying of any distress or execution on any asset of the Buyer;
- (e) application for the appointment of an Examiner of the Buyer.

5.4 The failure of the Buyer to pay any part of the price of the Products in due time shall be a breach of condition entitling the Seller to treat that failure as a repudiation of the whole contract by the Buyer and to recover damages for such breach.

5.5 Interest on all sums due may be charged at 1% per month from the date when they should have been paid until payment is received.

6 Delivery

6.1 The Seller shall be entitled to effect delivery of the Products in any way whatsoever, including (but not limited to) the use of servants, agents or subcontractors.

6.2 All delivery dates are estimates only and the time of delivery shall not be of the essence of the contract. In no circumstances shall the Seller be liable to compensate the Buyer in damages or otherwise for non-delivery or late delivery of the Products on any part of them for whatever reason or for any loss consequential or otherwise arising from such non-delivery or late delivery.

6.3 Force Majeure - should the Seller be prevented from or hindered in delivering the Products or any part of them by reason of war, riot, explosion, fire, flood, strike, lock-out, shortage of materials or labour or any cause beyond the Seller's control, the time for delivery shall be extended by a period equal to that during which the cause preventing or hindering delivery exists or the Seller may terminate the contract on giving notice to the buyer and shall be released from its obligations thereunder.

6.4 Should the Seller be prevented from delivering part of the Products by reason of any of the causes specified in the preceding sub-clause, the Seller shall deliver and the Buyer shall take and pay for such part of the Products as the Seller shall be able to deliver in accordance with the contract.

6.5 The Seller shall be entitled to deliver the Products in one or more consignments unless otherwise expressly agreed.

6.6 If delivery of any item comprised in the Products has not been made within 2 months of the estimated delivery date, the Buyer shall be entitled to cancel its order in respect of that time, but the Seller shall in no circumstances be liable to compensate the Buyer in damages or otherwise for late delivery or non-delivery of the Products or any part of them for whatever reason or for any loss consequential or otherwise arising there from.

6.7 Delivery shall be deemed to take place when the Products arrive at the Buyer's premises or at the delivery address as stated on the Merchant Farm Order or verbally given to the Seller at the time of order.

6.8 The Seller shall not be liable for any loss to the Buyer arising from any damage to the Products occurring after the risk has passed to the Buyer, nor shall any liability of the Buyer to the Seller be diminished or extinguished by reason of such loss.

7 Passing of risk and property

7.1 Risk of loss of or damage to the Products shall pass to the Buyer at the time of delivery. The Buyer shall be responsible for ensuring the security of the Products from the time of delivery, including compliance with all applicable laws, regulations and industry and government guidelines on best practice relating to security matters.

7.2 The property in the Products shall not pass to the Buyer until all sums due or owing to the Seller by the Buyer on any account have been paid, and until payment the following provisions of this clause 7 shall apply.

7.3 The whole of the price shall not be treated as paid until any cheque, bill of exchange or other instrument of payment given by the Buyer has been met on presentation or otherwise honoured in accordance with its terms. the Seller may sue for the whole of the price at any time after it has become payable.

7.4 If the Buyer defaults in the punctual payment of any sum owing to the Seller then it shall be entitled to the immediate return of all Products sold by the Seller to the Buyer in which the property has not passed to the Buyer, and the Buyer hereby irrevocably authorises the Seller to recover the goods and to enter any premises of the Buyer for that purpose. Demand for or recovery of the Products by the Seller shall not of itself discharge either the Buyer's liability to pay the whole of the price and take delivery of the Products or the Seller's right to sue for the whole of the price.

8 Inspection of Products

8.1 The Buyer shall inspect the Products immediately on receipt and shall within 48 hours give notice to the Seller in detail of any ground on which the Buyer alleges that the Products are not in accordance with the description of the Products contained in the Merchant Farm Order. If the Buyer fails to give such notice the Products shall be conclusively presumed to be in all respect in accordance with the Contract and the Buyer shall be deemed to have accepted the Products accordingly. If the Buyer establishes to the Seller's reasonable satisfaction that the Products are not in accordance with the contract, the Buyer's sole remedy in respect of this shall be limited to whichever the Seller chooses of the replacement if the Products or refund of the purchase price against return of the Products.

9 Limitation of Liability

9.1 The Seller's liability (if any) whether in contract, tort or otherwise in respect of any defect in the Products, or for any breach of this contract or of any duty owed to the Buyer in connection herewith (including without limitation any advice given by the Seller) shall be further limited in the aggregate to the price of the Products in question.

10 Use of Goods

10.1 Where any items comprised in the Goods have been purchased by the Buyer other than for the purposes of resale, the Buyer shall bring to the attention of all persons using the same all of the Seller's instructions and/or recommendations for use packed by the Seller with the Goods or referred to in the Seller's catalogues or brochures or which the Seller has otherwise notified to Buyer. Further, if any such items are to be used at work, the Buyer shall take such steps as are necessary to secure that there will be available in connection with the use of the same at work adequate information about the use for which they were designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.

10.2 If any item comprised in the Goods is resold by the Buyer, the Buyer shall bring to the attention of its purchaser all the Seller's instructions and/or recommendations for use packed by the Seller with the Goods or referred to in the Seller's catalogues or brochures or which Seller has otherwise notified to Buyer. Further on such resale the Buyer shall extract an enforceable undertaking from its purchaser not to remove any plaque or other label affixed to the Goods referring any user thereof to the Seller's instructions and/or recommendations for use and, if the goods are to be used by such purchaser at work, that such purchaser will take such steps as are necessary to secure that there will be available in connection with the use of the Goods at work adequate information about the use for which they are designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.

10.3 The Buyer shall not remove any plaque or other label affixed to the Goods referring any user thereof to the Seller's instructions and/or recommendations for use.

10.4 In the event that either the Buyer or its Purchaser, being a person intending to use any part of the Goods at work, requires any information as to the use for which such Goods were designed and have been tested and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health for the purposes of satisfying its obligations under any statute for the time being in force relating to health and safety at work, the Seller shall provide such information, subject to reimbursement of its out-of-pocket expenses incurred in furnishing such information.

10.5 Where the Goods have been manufactured or constructed according to designs or configurations or by processes specified or supplied by the Buyer, the Buyer represents and warrants to the Seller that the Buyer has or will have satisfied itself that all necessary tests and examinations have been made or will be made prior to the Goods being brought into use to ensure that the Goods are designed, constructed and operational so as to be safe and without risk to the health or safety of workmen or others using the same, and that it will take such steps as are necessary to secure that there will be available in connection with the use of the Goods at work adequate information about the use for which they are designed and have been tested and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.

10.6 The Buyer shall indemnify the Seller against all actions, suits, claims, demands, losses, charges, costs and expenses which the Seller may suffer or incur in connection with any claim by any third party alleging facts which if established would indicate a breach of the undertakings representations and warranties on the part of the Buyer contained in this clause 10 or which if established would indicate a breach by any purchaser from the Buyer of any undertaking which the buyer is required in this clause 10 to exact from such purchaser.

11 General

11.1 These Terms and Conditions relate only to the contract between the Buyer and the Seller and no third party shall obtain rights of action or incur any liabilities whatsoever through any acts or omissions of the Buyer or the Seller.

11.2 All orders are accepted on these terms, which supersede any other terms appearing in the Seller's catalogue or elsewhere, and override and exclude any other terms stipulated or incorporated or referred to by the Buyer, whether in the order or in any negotiations, and any course dealing established between the Seller and The Buyer. All orders hereafter made by the Buyer shall be deemed to be made subject to these terms and the contract between the Buyer and the Seller shall be deemed to arise on dispatch by the Seller to the Buyer of the Order Confirmation Note.

11.3 The Buyer acknowledges that there are no innocent or negligent representations outside these terms which have induced him to enter into the contract (which express on shall include any contract of which these terms form part).

12 Assignment

12.1 The Buyer shall not assign any benefit under the contract without the consent in writing of the Seller, which may if given, be on such terms as to guarantee or indemnify or otherwise as the Seller thinks fit.

13 Notices

13.1 Any notice given under or pursuant to the contract may be sent by hand or by post or by the registered post or by the recorded delivery service or transmitted by telex, fax or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party, or to such other address as the party may by notice to the other have substituted, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addresses in normal business hours.

14 Data Protection Notice

Please note the following regarding the Data Protection Act 1998.

We may transfer information about you to our bankers/financiers for the purposes of providing services for the following purposes:

- Obtaining credit insurance
- Making credit reference agency searches
- Credit control
- Assessment and analysis (including credit scoring, product and statistical analysis)
- Protecting our interests

We will provide you with details of any credit reference agencies used on request.

15 Correspondence Addresses

D & I Bridgman & Son Ltd.
Down View
Newton St.Petrock
Torrington
Devon EX38 8LS