

## TERMS AND CONDITIONS OF SALE

### DEFINITION

In these terms and conditions:-

"**Company**" means Bellamet UK Limited (Company Registration No. 2892651) whose registered office is at Unit 4 Carnegie Road, Porte Marsh Industrial Est, Calne, Wiltshire, SN11 9PS.

"**Contract**" means any contract between the Company and the Customer for the sale and purchase of Goods and/or Services incorporating these terms and conditions;

"**Customer**" means the person, firm or company which contracts with the Company for the purchase of the Goods and/or the supply of Services;

"**Goods**" means the products manufactured or sold by the Company to be supplied to the Customer pursuant to the Contract;

"**Services**" means the work of any kind performed by the Company to be provided to the Customer pursuant to the Contract.

### GENERAL

1. Subject to any variation under 3. below the Contract shall be on these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply under any purchase order, specification or other document).
2. No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
3. Any variation to these terms and conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by an authorised employee of the Company.
4. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company relating to the Goods or Services which is not set out in the Contract. Nothing in this clause shall exclude or limit the Company's liability for fraudulent misrepresentation.
5. The Contract shall be governed by and construed in all respects in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute or claim arising out of or relating to the Contract. The place for performance of the Contract shall be England.
6. The Customer shall not without the prior written consent of the Company assign, transfer or sub-let the benefit or the burden of the Contract or any part thereof. The Company may assign the Contract and/or engage sub-contractors, agents and others in the performance of the Contract without reference to the Customer and the Contract shall bind and shall endure for the benefit of the Company's assignee.
7. The failure of a party to exercise or enforce any right under the Contract shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.
8. If any provision or part of a provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, void, or unenforceable it shall to the extent of such illegality, voidness, or unenforceability be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
9. The Company reserves the right to defer the date of delivery of the Goods or performance of the Services or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented or hindered from complying with its obligations under the Contract by any cause beyond its reasonable control.

## QUOTATION AND ACCEPTANCE

1. Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Customer. Any quotation is valid for a period of 30 days only from its date unless the Company has previously withdrawn it.
2. Each order for Goods and/or Services shall be an offer by the Customer to purchase Goods and/or Services subject to these terms and conditions. No order placed by the Customer shall be deemed to be accepted by the Company until a written acceptance of order is issued by the Company or (if earlier) the Company commences performance of the Contract.
3. No order placed by the Customer which has been accepted by the Company may subsequently be cancelled by the Customer without the consent of the Company. The Company may at its discretion either withhold consent or grant consent subject to such conditions as it may decide including the requirement for the Customer to compensate the Company for all losses and expenses arising from the cancellation.

## DRAWINGS

Unless otherwise stated in writing all drawings supplied by the Customer or produced by the Company relating to the Goods or Services will form part of the Contract and both the Company and the Customer will be entitled to rely on them.

## PRICE VARIATION

The Company shall be entitled to vary the agreed price for the Goods or Services after acceptance by the Company of the Customer's order in the following circumstances:-

1. if any modification in the design or specification of the Goods or Services is requested by the Customer; or
2. if the Company considers that a modification in the design or specification of the Goods or Services following further evaluation of the Customers requirements and specifications; or
3. if the Company incurs additional costs arising from delays caused by the Customer or any failure by the Customer to give proper or accurate instructions and information.

## PERFORMANCE

1. Any dates specified by the Company for delivery of the Goods or completion of the Services are intended to be an estimate and time for delivery or completion shall not be made of the essence by notice. The Company shall be entitled to extend the time for delivery of the Goods or completion of the Services by a reasonable period if the Customer delays in providing or fails to provide proper instructions when requested by the Company.
2. The Company shall not be liable for any direct, indirect or consequential loss (including 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 or completion of the Services.
3. The Company will accept no liability if the Goods or Services fail to attain any performance figures quoted by the Company unless it has specifically guaranteed them in writing, subject to any tolerances specified or agreed to by the Company.
4. Goods are carefully inspected and where practicable submitted to standard tests at the Company's works before despatch. If tests other than the Company's standard tests are requested by the Customer then the Company will be entitled to make an additional charge for these.

## GOODS IN TRANSIT

1. No claim for damage to the Goods in transit or shortage in delivery will be considered by the Company unless a separate notice in writing is given to the carrier concerned and to the Company within 3 days of delivery followed by a detailed and complete claim in writing within 5 days of delivery. In the event of loss or destruction of Goods in transit advice of non-delivery must be submitted in writing to the carrier and to the Company within 10 days of the date consignment was advised by the Company to the Customer.
2. Subject to acceptance by the Company of claims being made in accordance with this condition and subject to the Customer making no further use of Goods delivered and, if requested by the Company, the Company being able to inspect the Goods delivered, the Company will (at its option) either repair or replace free of charge Goods lost or destroyed or damaged in transit as soon as reasonably practicable, or refund or waive the price payable for the Goods which are the subject of the claim but shall be under no further liability in respect thereof to the Customer.

## TERMINATION

1. Without prejudice to all other rights the Company may terminate the Contract forthwith by notice in writing to the Customer if:-
  - a) the Customer fails to take delivery of the Goods when required; or
  - b) the Customer commits any breach of the Contract which (in the case of a breach capable of being remedied) shall not have been remedied within 7 days of written request to remedy the same; or
  - c) a court orders that the Customer be wound up, or the Customer adopts a resolution for winding up (otherwise than in furtherance of a bona fide scheme for solvent amalgamation or reconstruction) or has an administrator, administrative receiver or receiver appointed in respect of all or any of its undertaking or assets, or is unable to pay its debts as they fall due, or attempts to make or makes any arrangement or composition with or for the benefit of its creditors, or the Customer ceases to or threatens to cease to carry on its business.
2. All payments payable to the Company under the Contract shall become due immediately upon termination of the Contract despite any other provision. Termination of the Contract, for whatever cause, shall be without prejudice to the rights of either party accrued prior thereto, and termination shall not affect any provision of the Contract which, in order to give full effect to its meaning, needs to survive such termination.

## INTELLECTUAL PROPERTY RIGHTS

The IPRs in any items including (without limitation) drawings, materials, equipment, tools, dies, moulds or technical data supplied by the Company shall remain vested in and be the exclusive property of the Company.

If, as a result of the Work, any IPRs are created in the Goods or any drawings, materials, equipment, tools, dies, moulds or technical data, then such IPRs shall vest in the Company.

All designs submitted with quotations remain the Company's property and must not be disposed of or copied without the Company's written permission.

## PRICE AND PAYMENT

1. Unless otherwise agreed in the Contract, the price for the Goods is ex works and does not include value added tax which (if lawfully chargeable) shall be paid in addition.
2. Unless otherwise agreed in writing between the Company and the Customer the whole of the price is due on the date on which the Company gives notice to the Customer that the Goods are ready for despatch and/or the Services have been performed or failing such notice on the date of delivery of the Goods and/or the completion of the Services. Time for payment shall be of the essence.
3. Payment shall be made in pounds sterling or in such other currency as the Company may direct and in such form or manner as the Company may direct.
4. The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
5. If the Customer fails to pay the Company the price on the due date pursuant to the Contract
  - a. the Company may suspend any further delivery of the Goods or performance of the Services; and
  - b. the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of Barclays Bank plc accruing on a daily basis until payment is made whether before or after any judgment. The Company reserves the right to claim interest under Late Payment of Commercial Debts (Interest) Act 1998.
6. Customers are expected to take delivery when goods are ready and in any cases where delivery cannot be accepted the Company reserve the right to invoice on completion of the work and payment will be due whether goods have been despatched or not.
7. If due to any fault of the Customer, the Company is unable to despatch the Goods within 7 days after the date of notification that they are ready for despatch the Company shall be entitled to arrange insurance and storage either at its own works or elsewhere on the Customer's behalf and the Customer will pay to the Company its reasonable charge for such insurance or storage.
8. Payment Terms are Strictly Net and Payable by 28 of month following invoice date for agreed account customers. Payment by Pro-Forma Invoice for new customers

## RISK AND TITLE

1. Notwithstanding delivery of the goods or the passing of risk, title thereto shall remain with the Company and will not pass to the Customer until such time as payment is made in full to the Company of all amounts howsoever arising due to the Company by the Customer and, where applicable, by any holding or subsidiary company (as those terms are defined by the Companies Act 1985) of the Customer in any manner of way whatsoever.
2. Until such time as payment in full is made to the Company in accordance with these Conditions and title to the goods has passed to the Customer, the Customer shall hold the goods as trustee, but not as agent for the Company and shall ensure that goods shall be stored separately from any other property of the Customer or from any property belonging to a third party and held by the Customer and shall be clearly identifiable as the property of the Company. At any time prior to title to the goods passing from the Company in accordance with these conditions the Company shall be entitled on demand to recover possession of the goods or any of them (without prejudice to any of its other rights) and, for this purpose, shall be entitled to enter upon the Customer's premises (or any other premises where the goods are stored) during normal business hours for the purpose of removing such goods and to remove such goods from such premises. These conditions constitute an authority for any third party authorised by the Company to exercise the Company's rights hereunder.
3. The Company shall have a general right of lien on any property belonging to the Customer which has been placed in the possession of the Company by the Customer or with its authority, for any debts, claims and liability for which the Customer may be liable to the Company, whether the same are due or so become due when the lien is insisted on. On the insolvency of any person whose property is subject to the foregoing lien whether or not any debt, claim or liability by him shall have a matured or on default by such person in meeting any such debt, claim or liability on its due date, the Company may at any time thereafter dispose of such property and retain the proceeds towards or meet all debts, claims and liabilities due to or to become due by such person to the Company.

## DATA PROTECTION

Both the Company and the Customer shall comply with the provisions of the Data Protection Act 1998 and the EU General Data Protection Regulation 2016/679 at all times.

## LIABILITY

1. The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:-
  - a) any breach of these terms and conditions;
  - b) any use made or resale by the Customer of any of the Goods or Services; and
  - c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
2. Nothing in these terms and conditions excludes or limits the liability of the Company:-
  - a) for death or personal injury caused by the Company's negligence;
  - b) under Section 2(3) Consumer Protection Act 1987; or
  - c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
  - d) for fraud or fraudulent misrepresentation.
3. Subject to (1) and (2) above:-
  - a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising out of or in connection with performance of the Contract shall be limited to the total price payable under the Contract for the Goods and/or Services; and
  - b) the Company shall not be liable to the Customer for any loss (whether direct or indirect) of profits, business, revenue, goodwill or anticipated savings or for any indirect or consequential or economic loss whatsoever arising out of or in connection with the Contract.
  - c) if the Company incurs additional costs arising from delays caused by the Customer or any failure by the Customer to give proper or accurate instructions and information.

## WARRANTY

1. All terms, warranties and conditions (including warranties as to quality, fitness for purpose or otherwise) which are implied by statute or common law are excluded to the fullest extent permitted by law.
2. In substitution therefore the Company gives the following warranty:
  - a) For Goods. If the Customer within one (1) year following delivery of the Goods or following the date on which the Company notified the Customer that the Goods were available for delivery (whichever is the earlier) gives written notice to the Company that a defect exists in the Goods, the Company shall upon being satisfied by examination that such defect arose solely from faulty material supplied by the Company or workmanship carried out by or on behalf of the Company either (at its option) make good such defect by the replacement or repair of the defective Goods as soon as reasonably practicable or refund or waive the price payable for the defective Goods.
  - b) For Services. If the Customer within six (6) calendar months following performance of the Services gives notice to the Company that the Services are defective, the Company shall upon being satisfied by examination that such defect arose solely from faulty workmanship carried out by or on behalf of the Company either make good such defect by repair or replacement as soon as reasonably practicable or refund or waive the price payable for the defective Services.
3. The Company will not be liable for a breach of any of the warranties above if in the Company's judgment (whose decision shall be final) the defect has arisen because:-
  - a) of fair wear and tear; or
  - b) the Goods have been incorrectly stored, installed, used or maintained by the Customer or any third party; or
  - c) the Goods have been damaged by any person; or
  - d) the Goods have been altered or incorrectly repaired by the Customer or any third party; or
  - e) the Company has supplied the Goods or performed the Services to the Customer's specification and compliance with that specification has caused the defect.
4. The Company will not be liable for a breach of any of the warranties above unless:-
  - a) the Customer gives written notice of the defect to the Company within 7 days of the time when the Customer discovered or ought to have discovered the defect; and
  - b) the Company is given a reasonable opportunity after receiving the notice of examining such Goods or Services and the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.
5. The Company gives no warranty in respect of any Goods or part or parts thereof which are not manufactured by the Company but the Customer shall in such cases endeavour to pass on to the Customer the benefit of any warranty given by the manufacturer.
6. Any repaired or replacement parts supplied by the Company in accordance with the warranty contained in the above conditions will be delivered free of charge to the Customer within the United Kingdom. In the event of it being necessary for the Company to send any representatives to site to carry out repairs to the Goods in accordance with the terms of such warranty the Customer shall reimburse the Company for all reasonable hotel and travelling expenses of any such representatives from the time when they leave their normal place of employment until their return.
7. Provided that the Company complies with its obligations under this clause it shall have no further liability to the Customer for breach of any of the warranties in respect of the Goods or Services.