

Bull Brand Limited
Standard Conditions of Sale

The buyer's attention is in particular drawn to the provisions of condition 10.

1. **DEFINITIONS**

1.1 The following definitions apply in these Conditions:

Business Days: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Buyer: the person, firm or company who purchases the Goods from the Company.

Company: Bull Brand Limited, a company incorporated in England and Wales with company number 4045290 with its registered office at 16 Steeton Grove, Steeton, Keighley, West Yorkshire, BD20 6TT.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with conditions 2.2 and 2.3.

Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions.

Force Majeure Event: has the meaning given in condition 12.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

Order: the Buyer's order for the Goods, as set out in the Buyer's purchase order or the Buyer's written acceptance of the Company's quotation, or an order placed by another manner as the case may be.

1.2 In these Conditions, unless the context requires otherwise, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not

limit the sense of the words preceding those terms; and

- (e) a reference to writing or written includes faxes and emails.

2. **APPLICATION OF TERMS**

- 2.1 The Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any Order, confirmation of Order, specification or other document, whether or not such document is referred to in the Contract).
- 2.2 Any changes or updates to these Conditions made by the Company will be effective immediately provided that the amended version is made available to the Buyer. Buyers should read these Conditions regularly to ensure that they are aware of amendments.
- 2.3 These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. This condition shall not exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each Order shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions.
- 2.5 No Order shall be deemed to be accepted by the Company until a written acknowledgement of Order is issued by the Company or (if earlier) the Company 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 Company dispatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
- 2.8 Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3. **DESCRIPTION**

The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of Order. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. **DELIVERY**

4.1 Unless otherwise agreed in writing by the Company, the Goods shall be delivered by the Company, or by a carrier appointed by the Company, to the location specified on the Order (the **Location**).

4.2 The Goods shall be deemed to be delivered:

- (a) if delivered by the Company, on completion of unloading of the Goods at the Location; or
- (b) if delivered by a carrier, on delivery of the Goods by the Company to the carrier.

4.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.4 Subject to the other provisions of these Conditions the Company 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 Company's negligence)

4.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company 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 Company's negligence);
- (b) the Goods shall be deemed to have been delivered; and
- (c) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 The Buyer shall provide at the delivery point and at its expense adequate and

appropriate equipment and manual labour for loading the Goods.

- 4.7 If the Company delivers to the Buyer a quantity of Goods of up to 5% more or less than the quantity accepted by the Company, 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.
- 4.8 The Company may deliver the Goods by separate instalments. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5. **NON-DELIVERY/CLAIMS FOR PILFERAGE**

- 5.1 The quantity of any consignment of Goods as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence to the contrary.
- 5.2 The Buyer shall not sign for Goods as 'unexamined'. If the Goods appear to be pilfered, the Buyer shall contact the Company immediately. No claims for missing Goods will be considered if the Buyer fails to contact the Company by telephone within 24 hours from time of delivery. Confirmation by the Buyer in writing and addressed for the attention of the Office Manager is required for all shortages.
- 5.3 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within five days of the date when the Goods would in the ordinary course of events have been received.
- 5.4 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro- rata Contract rate against any invoice raised for such Goods.

6. **RISK AND RETENTION OF TITLE**

- 6.1 The Goods are at the risk of the Buyer from the time of delivery. Therefore, where the Company is delivering to the Buyer, the Company accepts responsibility for the safety of the Goods while in transport. This is subject, however, to the following conditions:
- (a) that the Goods are not refused by the Buyer (if they are, the responsibility for the Goods in transit rests with the Buyer for both the outbound and the return journey); and
 - (b) that the Company's responsibility ceases upon delivery, and

signature to the carrier is conclusive proof of the same.

- 6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds):
- (a) all sums due to the Company in respect of the Goods; and
 - (b) all other sums which are or which become due to the Company from the Buyer on any account.
- 6.3 Until ownership of Goods has passed to the Buyer, it will:
- (a) hold the Goods on trust on the Company's behalf;
 - (b) store the Goods (at no cost to the Company) separately from all other goods of belonging to the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
 - (c) not destroy, deface or obscure any identifying mark or packaging on or in relation to the Goods;
 - (d) maintain the Goods in satisfactory condition, keep them insured on the Buyer's behalf for their full price against all risks, to the Company's reasonable satisfaction. On the Company's request the Buyer shall produce the policy of insurance to the Company; and
 - (e) hold the proceeds of the insurance referred to in condition 6.3(d) on trust for the Company in a clearly identifiable bank account and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 6.4 Subject to condition 6.5 below, the Buyer may resell the Goods before ownership has passed to the Buyer solely on the following conditions:
- (a) any sale shall be effected in the ordinary course of the Buyer's business; and
 - (b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 6.5 The Buyer's right to possession of the Goods shall terminate immediately if any of the events listed in condition 15.2 occurs, or the Company has reason to believe that they have occurred or are likely to occur, or if the Buyer fails to observe or perform any of its obligations under the Contract or any other contract with the Company.
- 6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.7 On termination of the Contract, the Company's (but not the Buyer's) rights contained in this condition shall remain in effect.

7. **PRICE**

7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out on the invoice.

7.2 The price is 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.

8. **PAYMENT**

8.1 Payment of the price for the Goods is due in pounds sterling 30 days after invoice date unless there is prior written agreement. Time for payment shall be of the essence. No payment shall be deemed to have been received until the Company has received cleared funds. The Company reserves the right to demand payment in advance.

8.2 If any cheque payable to the Company fails to meet the bank's requirements on first presentation, a charge of £25.00 will be applied to defray costs.

8.3 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 deduction to be paid by the Company to the Buyer.

8.4 If the Buyer fails to pay the Company any sum due pursuant to the Contract, then notwithstanding condition 8.5, the Buyer shall be liable to pay interest to the Company under the Late Payment of Commercial Debts (Interest) Act 1998. If such Act does not apply for any reason, the Company may charge interest from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment.

8.5 If the Buyer fails to pay the Company any sum due within 60 days from the date of invoice the Company shall also be liable to pay on a solicitor and own client basis all legal costs and disbursements incurred from such date by the Company in seeking to recover overdue accounts or any part thereof such costs either to be added to the Buyer's running account balance or to be paid within 30 days of notification by the Company.

8.6 Without prejudice to any other remedy in these Conditions, if the Buyer fails to pay the Company any sum pursuant to the Contract, the Company reserves the right to refuse to deliver any further Goods to the Buyer.

9. **QUALITY/RETURNS**

- 9.1 The Buyer may not return Goods without the Company's written consent. The Company is under no obligation to accept the return of Goods except as provided in this condition 9.
- 9.2 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
- 9.3 The Company warrants that (subject to the other provisions of these Conditions) on delivery, and for a period of 6 months from the date of delivery (the **Warranty Period**), the Goods 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 Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.
- 9.4 The Company shall not be liable for a breach of any of the warranties in condition 9.3 unless:
- (a) the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 3 days of the time when the Buyer discovers or ought to have discovered the defect; and
 - (b) the Company is given a reasonable opportunity, after receiving the said notice, of examining such Goods and the Buyer (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.
- 9.5 The Company shall not be liable for a breach of any of the warranties in condition 9.3 if:
- (a) the Buyer makes any further use of such Goods after giving such notice; or
 - (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - (c) the Buyer alters or repairs such Goods without the written consent of the Company;

- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (e) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 9.6 Subject to condition 9.4 and condition 9.5, if any of the Goods do not conform with any of the warranties in condition 9.3 the Company shall, at its option, repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.
- 9.7 If the Company complies with condition 9.6 it shall have no further liability for a breach of any of the warranties in condition 9.3 in respect of such Goods.
- 9.8 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the Warranty Period.
- 9.9 Except as provided in this condition 9, the Company shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in condition 9.3.

10. **LIMITATION OF LIABILITY**

- 10.1 Subject to conditions 4, 5 and 9, 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 Buyer in respect of any breach of these Conditions, any use made or resale by the Buyer of any of the Goods or of any product incorporating any of the Goods, and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.2 Nothing in these Conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
 - (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.

- 10.3 Subject to conditions 10.1 and 10.2:
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the value of the Goods sold to the Buyer within the preceding 12 months, or the Contract price, whichever is greater; and
 - (b) the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. **ASSIGNMENT**

- (a) The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

12. **FORCE MAJEURE**

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials (a **Force Majeure Event**), provided that, if the Force Majeure Event continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

13. **DATA PROTECTION NOTICE**

Any personal data (as defined in the Data Protection Act 1998) obtained by the Buyer in relation to the Company shall be processed in accordance with the Company's privacy policy [[INSERT LINK](#)].

14. **GENERAL**

- 14.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 14.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity etc., be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 14.3 Failure or delay by the Company in enforcing any part of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 14.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 14.5 No term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 14.6 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

15. **TERMINATION**

- 15.1 A party shall be entitled to terminate the Contract with immediate effect by giving notice in writing to the other party if the other party commits a material breach of its obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so.
- 15.2 The Company will be entitled to terminate the Contract with immediate effect by giving written notice to the Buyer if:
- (a) the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of

the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

- (b) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- (d) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
- (e) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
- (g) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (h) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in conditions 15.2 (a) to (g) (inclusive);
- (i) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; and
- (j) the Buyer's financial position deteriorates to such an extent that in the Company's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

15.3 On termination of the Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

16. COMMUNICATIONS

16.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax to the registered office of the recipient, or such other address as may be notified in writing by that party as its address for service. Communications addressed to the Company shall be marked for the attention of the Office Manager.

16.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by fax on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.