

Blore Bowron
Terms and Conditions of Sale

- 1 **Interpretation**
1.1 In these Terms and Conditions:
"Blore Bowron" stands for Blore Bowron and/or any other member of the Carnhill Group of Companies.
"Goods" means the Goods (including any instalment of the Goods or any parts for them) which Blore Bowron is to supply in accordance with these conditions.
"Buyer" means the person who accepts a quotation from Blore Bowron for the sale of the goods or whose order for the goods is accepted by Blore Bowron.
"Writing" includes email, telex, cable, facsimile transmissions and comparable means of communication.
"Conditions" means the standard terms and conditions of sale set out in this document and includes and special terms and conditions set out in writing between the Buyer and Blore Bowron.
- 1.2 Clause headings are included for convenience only and are not to be taken into account in construing the clauses to which they relate.
- 2 **General**
2.1 Any contracts between Blore Bowron and the Buyer for the purchase of Goods by the Buyer (and any quotation, invitation, offer and acceptance relating thereto) shall automatically incorporate these Conditions and the performance specifications (if any) supplied by Blore Bowron to the Buyer in respect of the Goods.
2.2 No waiver or variation of any of these Conditions shall be effective unless it is made in writing and signed by or on behalf of both the Buyer and Blore Bowron and stated to be made specifically in pursuance of clause 2. Any such waiver or variation shall be effective or the purpose of that particular transaction only and all other Conditions herein shall remain in force and effect.
- 3 **Orders and Specifications**
3.1 The Buyer shall be responsible to Blore Bowron for ensuring the accuracy of the terms of any order quantity, quality and description (including any applicable specification) submitted by the Buyer and for giving Blore Bowron any necessary information regarding the Goods within a sufficient time to enable Blore Bowron to perform the Contract to its full terms.
3.2 If the Goods are to be manufactured or any process is to be applied to the Goods by Blore Bowron in accordance with specification submitted by the Buyer, the Buyer shall indemnify Blore Bowron against all loss, damages, costs and expenses awarded against, incurred, paid or agreed to be paid by which the results from Blore Bowron's use of the Buyers specification to include any settlement of any claim for infringement of any patent copyright design trademark or other industrial or intellectual rights of any other person.
- 4 **Sales Price**
4.1 The price of the Goods shall be Blore Bowron's quoted price or where no price has been quoted (or is no longer valid) the price listed in Blore Bowron's published price list current at the date of the accepted order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer.
4.2 The price is exclusive of any applicable value added tax and carriage, transport costs that the Buyer shall be additionally liable to pay Blore Bowron.
- 5 **Delivery, Property and Risk**
5.1 Any dates quoted for the delivery of Goods are approximated only and Blore Bowron shall not be
Liable for any delay in the delivery of the Goods howsoever caused. Time of the delivery shall not be of the essence unless previously agreed with Blore Bowron in writing. The Goods may be delivered in advance of the delivery date upon giving reasonable notice to the Buyer.
5.2 Where Goods are delivered in instalments, each delivery shall constitute a separate contract and the Conditions shall apply accordingly.
5.3 If Blore Bowron fails to deliver the Goods (or instalments) for any reason other than cause beyond reasonable control, Force Majeure or the Buyers fault, Blore Bowron shall be accordingly liable to the Buyer. Blore Bowron's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.
5.4 Risk of loss or damage to the Goods shall pass to the customer at the time of delivery regardless of payment.
5.5 The property in the Goods shall not pass to the Buyer until all payments due or outstanding on the applicable invoice are made in full. Blore Bowron reserves the right to repossess any unsold Goods from the Buyer in the event of non-payment.
- 6 **Warranties and Liabilities**
Subject to the conditions set out below Blore Bowron warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of twelve months from the date of their initial use or twelve months from delivery whichever is the first to expire.
6.1 The above warranty is Given by Blore Bowron subject to the following conditions:
6.1.1 Blore Bowron shall be under no liability in respect of any defect in the Goods arising from any drawing design or specification supplied by the Buyer.
6.1.2 Blore Bowron shall be under no liability in respect of any defect in the Goods arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, of the Buyer failure to follow Blore Bowron's instructions (whether oral or in writing) misuse or alteration or repair of the Goods by the Buyer without the seller's approval.
6.1.3 Blore Bowron shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the goods has not been paid by the due date.
6.1.4 The above warranty does not extend to parts, materials or equipment not manufactured by Blore Bowron in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Blore Bowron.
6.2 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specifications is notified to Blore Bowron in accordance with these Conditions Blore Bowron shall be entitled to replace the Goods (or the part in question) free of charge or at Blore Bowron's sole discretion refund the Buyer the price of the goods (or a proportionate part of the price) but Blore Bowron shall have no further liability to the Buyer.
6.3 Blore Bowron shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any obligations in relation to the Goods if the delay or failure was due to any cause beyond reasonable control including Force Majeure.
- 7 **Indemnities**
7.1 If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent copyright design, trademark or other industrial or intellectual property rights of any other person then unless the claim arises from the use of any drawing, design or specification supplied by the Buyer Blore Bowron shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim or paid or agreed by the Buyer in settlement of the claim provided that:
7.1.1 Blore Bowron is given full control of any proceedings or negotiations in connection with any such claim and that the Buyer shall give Blore Bowron all reasonable assistance for the purposes of any such proceedings or negotiations
7.1.2 Except pursuant to a final award the Buyer shall not pay or accept any such claim or compromise any such proceedings with out the consent of Blore Bowron (which shall not be unreasonably withheld).
7.1.3 The Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do).
7.1.4 Blore Bowron shall be entitled to the benefit of and the Buyer shall accordingly account Blore Bowron for all damages and costs (if any) awarded in favour of the Buyer which are payable by or in agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of such claim and,
7.1.5 Without prejudice to any duty of the Buyer at common law Blore Bowron shall be entitled to require the Buyer to take such steps as may be reasonably required to mitigate or reduce any such loss, damages, costs or expenses for which Blore Bowron is liable to indemnify the Buyer under this Clause.
- 8 **Insolvency of Buyer**
8.1 This Clause applies if:
8.1.1 The Buyer makes any voluntary arrangement with it's creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction)
8.1.2 An encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Buyer or the Buyer ceases or threatens to cease to carry on business
8.2 If this clause applies the without prejudice to any other right or remedy available, that Blore Bowron shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary
- 9 **Force Majeure**
9.1 Blore Bowron shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of Goods by Blore Bowron being prevented, hindered, delayed or rendered uneconomic by reason of Force Majeure.
9.2 In this Condition "Force Majeure" shall mean any Act of God, riot, strike, lock out, trade dispute or labour disturbance; accident, break down of plant of machinery, fire, flood, Government action and any other circumstances beyond reasonable control.
- 10 **Governing Law**
The Contract shall be governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts