



BEAUMONT

terms & conditions

These Conditions apply to the sale of products advertised in Beaumont's latest catalogue ("Products") to the exclusion of any other terms that the customer ("Customer") seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 1.1 Any order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions. The Customer is responsible for ensuring that the terms of its order are complete and accurate.
 - 1.2 The order shall only be deemed to be accepted when Beaumont issues a written acceptance of the order, at which point a contract ("Contract") shall be entered into with the Customer.
 - 1.3 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
 - 1.4 Any samples, drawings or advertising produced by Beaumont and any illustrations contained in Beaumont's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2. PRODUCTS**
- 2.1 The Products are described in Beaumont's catalogue as modified by any applicable update. It is the Customer's responsibility to check the availability of products before entering into the contract
 - 2.2 Beaumont reserves the right to amend the specification of the Products if required by any applicable statutory or regulatory requirements.
- 3. DELIVERY**
- 3.1 Beaumont shall ensure that each delivery of the Products is accompanied by a delivery note that shows the date of the order, the relevant Customer and Beaumont reference numbers, the type and quantity of the Products (including the code number of the Products, where applicable), special storage or handling instructions (if any) and, if the products are being delivered by instalments, the outstanding balance of Products remaining to be delivered.
 - 3.2 Beaumont shall deliver the Products to the address set out in the order or such other location as the parties may agree (Delivery Location) at any time after Beaumont notifies the Customer that the Products are ready.
 - 3.3 Delivery is completed on the completion of unloading of the Products at the Delivery Location.
 - 3.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Beaumont shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide Beaumont with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
 - 3.5 If Beaumont fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Products. Beaumont shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Beaumont with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
 - 3.6 If the Customer wishes to collect the Products but fails to do so within a reasonable time, then delivery of the Products shall be deemed to have been completed at Beaumont's premises on the 10th day after the day on which the Customer was to have collected the Products, Beaumont shall store the Goods until delivery actually takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4. QUALITY**
- 4.1 Beaumont warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Products shall:
 - (a) conform in all material respects with their description and any applicable Specification;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
 - 4.2 Subject to clause 4.3, if:
 - (a) the Customer gives notice in writing to Beaumont during the warranty period within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 4.1;
 - (b) Beaumont is given a reasonable opportunity of examining such Products; and
 - (c) the Customer (if asked to do so by Beaumont) returns such Products to Beaumont's place of business at the Customer's cost,Beaumont shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.
 - 4.3 Beaumont shall not be liable for the Products' failure to comply with the warranty set out in clause 4 in any of the following events:
 - (a) the Customer makes any further use of such Products after giving notice in accordance with clause 4.2;
 - (b) the defect arises because the Customer failed to follow Beaumont's written instructions as to the use of the Products or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of Beaumont following any drawing, design or Specification supplied by the Customer;
 - (d) the Customer alters or repairs such Products without the written consent of Beaumont;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (f) the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
 - (g) The products are sold out of the United Kingdom.
- 5. (A) TITLE AND RISK**
- 5.1 Risk, but not title, shall pass to the Customer on delivery or collection as the case may be.
 - 5.2 Title to the Products shall not pass to the Customer until the earlier of:
 - (a) Beaumont receives payment in full (in cash or cleared funds) for the Products supplied to the Customer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums;
 - (b) the Customer resells the Products, in which case title to the Products shall pass to the Customer at the time of such resale.
 - 5.3 Until title to the Products has passed to the Customer, the Customer shall:
 - (a) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as Beaumont's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - (c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify Beaumont immediately if it becomes subject to any of the events listed in clause 7.1; and
 - (e) give Beaumont such information relating to the Products as Beaumont may require from time to time.
 - 5.4 Subject to clause 5.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before Beaumont receives payment for the Products. However, if the Customer resells the Products before that time title to the Products shall pass from Beaumont to the Customer immediately before the time at which resale by the Customer occurs. The proceeds of sale of such products shall be retained in trust by the Customer in a separate account created for that purpose.
 - 5.5 If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in clause 7.1, then, without limiting any other right or remedy Beaumont may have Customer's right to sell the Products on or use them shall cease immediately, and:
 - (a) Beaumont may at any time:
 - (i) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.
- 4.4 Except as provided in this clause 4, Beaumont shall have no liability to the Customer in respect of the Product's failure to comply with the warranty set out in clause 4.1.
 - 4.5 In respect of all sales of Products whether in the United Kingdom or otherwise, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
 - 4.6 These Conditions shall apply to any repaired or replacement Products supplied by Beaumont.

- 5 [B] Export: Unless otherwise agreed in writing all prices are ex-works as ruling at the date of despatch, exclusive of VAT, duties and other taxes. Unless otherwise agreed by Beaumont, payment shall be by irrevocable Letter of Credit confirmed on a London Clearing Bank arranged for payment in full against shipping documents/ bills of lading, airwaybill, or air parcel post receipt. All bank charges are payable by the Customer. The Buyer is responsible to procure all necessary import permits at his expense.
6. **PRICE AND PAYMENT**
- 6.1 The price of the Products shall be the price set out in the order, or, if no price is quoted, the price set out in Beaumont's published price list in force as at the date of delivery.
- 6.2 Beaumont may, by giving notice to the Customer at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:
- (a) any factor beyond Beaumont's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Products ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give Beaumont adequate or accurate information or instructions.
- 6.3 The price of the Products:
- (a) excludes amounts in respect of value added tax (VAT), (where applicable) which the Customer shall additionally be liable to pay to Beaumont at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) excludes the costs and charges of packaging, insurance and transport of the Products, which shall be invoiced to the Customer
- 6.4 Beaumont may invoice the Customer for the Products on or at any time before or after the completion of delivery.
- 6.5 The Customer shall pay the invoice in full and in cleared funds within 30 Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Beaumont. Time for payment is of the essence.
- 6.6 If the Customer fails to make any payment due to Beaumont under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4 per cent per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 6.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Beaumont may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Beaumont to the Customer.
7. **TERMINATION**
- 7.1 Without limiting its other rights or remedies, Beaumont may terminate this Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration,
- provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates to such an extent that in Beaumont's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 7.2 Without limiting its other rights or remedies, Beaumont may suspend supply of the Products under the Contract or any other contract between the Customer and Beaumont if Beaumont reasonably believes that the Customer is about to become subject to insolvency or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 7.3 Without limiting its other rights or remedies, Beaumont may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 7.4 On termination of the Contract for any reason the Customer shall immediately pay to Beaumont all of Beaumont's outstanding unpaid invoices and interest.
- 7.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 7.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
8. **LIMITATION OF LIABILITY**
- 8.1 Nothing in these Conditions shall limit or exclude Beaumont's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for Beaumont TM Ltd to exclude or restrict liability.
- 8.2 Subject to the foregoing:
- (a) Beaumont shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Beaumont's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products linked to the respective invoice.
9. **FORCE MAJEURE**
- Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues
- for 90 days, the party not affected may terminate this Contract by giving 30 day's written notice to the affected party.
10. **GENERAL**
- 10.1 Assignment and other dealings.
- (a) Beaumont 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 Customer 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 Beaumont.
- 10.2 Entire agreement.
- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 10.3 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 10.4 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 10.5 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 10.6 Notices.
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, email.
- 10.7 Third party rights. No one other than a party to this Contract shall have any right to enforce any of its terms.
- 10.8 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 10.9 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.