

TERMS & CONDITIONS OF SALE – CASTORS AND WHEELS (VERSION 3, JULY 2016)

These are the terms and conditions (**Terms**) on and subject to which we agree to supply our Goods to you and you should read them carefully before submitting an Order to us. **Your attention is drawn to the provisions of paragraph 11.**

1. READING THESE TERMS

1.1. **Definitions:** Words hereby stated in bold shall denote defined terms used throughout these Terms.

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

Catalogue: the catalogue listing our Goods as published from time to time.

Contract: the contract between you and us for the sale of Goods.

Goods: the castors, wheels and related goods as specified in our Catalogue.

Bespoke Goods: Any item which is not a standard product item from our Catalogue.

Order: your order for Goods whether made by phone, online via our website, by fax or via one of our sales representatives or your acceptance of any Quotation.

Order Confirmation: our written acceptance of your Order.

Quotation: our quotation for supply of Goods, if applicable.

you/your: the business or person named in the Order Confirmation.

we/us/our: BIL Group Limited, a company registered in England and Wales under company number 2603821 with its registered office and main trading address at Porte Marsh Road, Calne, Wiltshire, SN11 9BW. VAT number GB572705729.

1.2. **Interpretation:**

- (a) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) 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.
- (c) When we refer in these Terms to **in writing**, this includes email and fax.

2. OUR GOODS

- 2.1. In our Catalogue and other marketing and promotional materials, all images and drawings of Goods are for illustrative purposes only, and all sizes, weights, measurements, performance levels, capacities and other particulars are approximate. While we make every effort to be as accurate as possible, they do not form part of the Contract and do not have any contractual force.
- 2.2. We reserve the right to amend, add to or withdraw Goods from our range and to alter specifications without notice and we do not undertake to carry spare parts for Goods that we no longer supply.
- 2.3. If we are making the Goods to measurements you have given us (**Bespoke Goods**), you are responsible for ensuring that these measurements are correct.

3. OUR CONTRACT WITH YOU

- 3.1. Any Quotation shall not constitute an offer. Unless otherwise agreed by us in writing, any Quotation will be valid for 30 days and we reserve the right to withdraw or submit a revised quotation following price fluctuations or changes made by you to any volume requirements.
- 3.2. The Order constitutes an offer by you to purchase the Goods in accordance with these Terms. If we accept the Order, we will issue you with an Order Confirmation at which point the Contract will come into existence. Orders will only be accepted upon the signed approval of drawings for **Bespoke Goods**. You waive any right you may have to rely on any term endorsed upon, delivered with or contained in any of your documents that is inconsistent with these Terms.
- 3.3. If you wish to make a change to the Goods you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Goods, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
- 3.4. If you are a business and change your mind regarding an Order such that you wish to cancel or change your Order after the Goods have been despatched, we may charge a restocking fee of 15% plus VAT of the total value of the Order or the Goods in respect of which the change is made as Goods are stored in component form. This is regretted, but essential to maintain a competitive price structure. Bespoke goods are non cancellable or returnable.
- 3.5. We do not accept Orders for less than £20 unless you collect the Goods from our premises and make payment to us by cash.
- 3.6. Call off orders and scheduled orders are not accepted for bespoke items.

4. PRICE AND PAYMENT

- 4.1. The price of the Goods will be advised to you at the time of your Order or, subject to paragraph 3.1, set out in any Quotation. We will check prices on or following receipt of your Order and if the price at that time is higher than the price notified to you, we will contact you for your instructions before we accept your Order.
- 4.2. The price of the Goods excludes value added tax (**VAT**) which shall be payable additionally at the prevailing rate.
- 4.3. Where applicable, we shall invoice you for the Goods on or at any time after the date of despatch of the Goods. Unless otherwise agreed, you must pay each invoice in full and in cleared funds using the details set out in the Order Confirmation on or before the twenty-first day of the month following despatch of the Goods.
- 4.4. If you are a business, we may agree to open a credit account for you subject to receipt of satisfactory credit references.
- 4.5. If you fail to make any payment by the due date, we may charge you interest on the overdue amount at the rate of 4% per annum above the Bank of England 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. You must pay us the interest together with any overdue amount.

5. DELIVERY

- 5.1. Unless otherwise specified in the Order Confirmation or agreed in writing with you, Orders will usually be delivered within 30 days of the date of Order Confirmation. If you are a business, any dates quoted for delivery are approximate only and time of delivery is not of the essence.
- 5.2. Unless otherwise agreed by us in writing, you are responsible for the costs of delivery and insurance which will be as advised to you at the time of your Order. If we arrange these on your behalf we will invoice you for them.
- 5.3. Some areas of the UK are subject to higher delivery charges and longer delivery times including:
 - (a) the following postcodes: AB30 - AB56, FK17-22, G83, HS1-9, IV1-28, 33-39, 40-51 and 55-56, KA27, KA28, KW1-3, 5-14 and 15-17, PA20-48 and 60-78, PH18-26 and 30-44, ZE1-3;
 - (b) Isles of Scilly, Isle of Man, Channel Islands, Scottish Highlands and Islands, Northern Ireland and Isle of Wight.
- 5.4. If you have asked to collect the Goods from us, you can collect them from us at an agreed date and time.
- 5.5. Delivery of an Order shall be completed when collected by you or when we deliver the Goods to the address you have agreed with us.
- 5.6. If you are a business you must notify us in writing:
 - (a) within 3 days of completion of delivery of an Order if there is a shortage in quantity of Goods delivered; or
 - (b) within 7 days of receipt of our invoice if an Order has not been delivered, otherwise we cannot accept any claims for incomplete or non-delivery.

6. YOUR RIGHT TO CANCEL IF YOU ARE A CONSUMER

- 6.1. If you are a consumer then for most Goods (other than Bespoke Goods which are non cancellable or returnable), you have a legal right to change your mind and cancel the Contract within 14 days (beginning on the day after you or someone nominated by you receives the Goods) and receive a full refund. Advice about your legal right to cancel is available from your local Citizens' Advice Bureau or Trading Standards office.
- 6.2. To cancel the Contract please contact us by phone, email or post. Please provide details of what you bought, when you ordered or received it and your name and address. You may also complete and return the cancellation form available on our website at www.bilcastors.co.uk however this is not obligatory.
- 6.3. If you cancel the Contract after Goods have been despatched to or received by you, you must return them to us in their original packaging wherever possible without undue delay and in any event within 14 days of telling us you wish to cancel the Contract.
- 6.4. We will pay costs of return if the Goods are faulty or misdescribed or if you cancel the Contract because we have told you of an upcoming change to the Goods, an error in pricing or description, a delay in delivery due to Events Outside Our Control (see paragraph 12 below) or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances you must pay the costs of returning the Goods to us.
- 6.5. We will refund you the price you paid for the Goods, but may make a deduction to reflect any decrease in value of the Goods if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount. We will make refunds to you by the same method you used to pay for the Goods.

7. OUR RIGHT TO END THE CONTRACT

- 7.1. We may end the Contract at any time by writing to you if:
 - (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or
 - (b) you do not, within a reasonable time, allow us to deliver the Goods to you or collect them from us.
- 7.2. If you are a business, we may terminate the Contract immediately by written notice if you commit a material breach of your obligations under these Terms which cannot be remedied within a period of 10 Business Days of receiving written notice of such breach or if you become insolvent or any similar insolvency event occurs or action or proceeding is taken to manage or wind up your affairs.
- 7.3. If you are a consumer and we end the Contract in the situations set out in paragraph 7.1, we will refund any money you have paid in advance for Goods we have not despatched but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.
- 7.4. Termination of the Contract however arising shall not affect any of our rights and remedies that have accrued as at termination.

8. IF THERE IS A PROBLEM WITH THE GOODS

- 8.1. If you have any questions or complaints about the Goods, please contact us.
- 8.2. We guarantee that the Goods will be free from material defects in materials and workmanship for a period of 6 months from the date of collection or delivery of the Goods (**Guarantee Period**) except where any defect in the Goods arises from any specification provided by you or:
 - (a) fair wear and tear;
 - (b) alteration, wilful damage, abnormal storage or working conditions, accident, or negligence by you or by any third party;
 - (c) failure by you or any third party to operate or use the Goods in accordance with any instructions supplied with the Goods including: use with higher load capacities; use on unsuitable or uneven floors or at excessive speeds; use in ambient temperatures that are too high or too low or other abnormal storage or

working conditions; the Goods are moved by force with the wheels locked or with brake engaged; subjection of the Goods to damaging substances; unreasonable levels of impact and shock loads; intrusion of foreign matter into parts of the Goods; incorporation of the Goods with other products or modifications not approved by the manufacturer.

- 8.3. Subject to paragraph 8.2, in order to make a claim under the guarantee, you must notify us before expiry of the Guarantee Period with a description of the alleged defect. We will, at our discretion, either repair or replace the defective Goods or any defective component comprised in the Goods without charge.
- 8.4. If you are a consumer, we are under a legal duty to supply Goods that are in conformity with the Contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. The guarantee in paragraph 8.2 is provided in addition to and not as a substitute for your legal rights as a consumer in relation to Goods that are faulty or not as described.

9. TITLE AND RISK

9.1. For business customers:

- (a) Risk in the Goods will pass to you on collection or completion of delivery.
- (b) You will not own title to the Goods until the earlier of (a) us receiving payment in full and in cleared funds for the Goods under the Contract; or (b) you reselling the Goods in the ordinary course of your business before we have received payment, in which case you shall act as principal and not as our agent and title shall pass to you immediately before resale.
- (c) Until title to the Goods has passed, you shall store the Goods separately from other goods; maintain the Goods in satisfactory condition and keep them fully insured; not remove, deface or obscure any packaging; notify us if you become insolvent or any similar insolvency event occurs or action or proceeding is taken to manage or wind up your affairs (in which case your right to sell the Goods will cease immediately and we may require you at any time to deliver up all Goods in your possession that have not been resold or incorporated into another product and enter your premises to recover the Goods if you fail to do so).

- 9.2. For consumers: You will not own the Goods until we have received payment in full. The Goods will be your responsibility from the time we deliver them to you or you collect them from us.

10. EXPORT SALES

- 10.1. If you order Goods for delivery to a destination outside the United Kingdom, you are responsible for obtaining at your own cost any relevant import licenses and other consents and paying any import duties in relation to the Goods as are required from time to time and you will, if we require, make those licences and consents available to us before we despatch the Goods from our premises.
- 10.2. You must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable or responsible if you break any such law.
- 10.3. If you are required under any applicable law to withhold or deduct any amount from payments due to us, you shall increase the sum you pay to us by the amount necessary to leave us with an amount equal to the sum we would have received if no such withholding or deduction had been made.

11. OUR LIABILITY

- 11.1. If you are a business: We shall in no circumstances whatever be liable to you, whether in contract, tort (including negligence) breach of statutory duty, or otherwise for any losses of profit or any indirect or consequential loss arising under or in connection with the Contract. Our total liability to you in respect of all other losses arising under or in connection with the Contract shall in no circumstances exceed the value of the relevant Order.
- 11.2. If you are a consumer: We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract. You agree not to use the Goods for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.3. We do not in any way exclude or limit our liability for death or personal injury caused by our negligence or for any liability which cannot be excluded or limited by law.

12. EVENTS OUTSIDE OUR CONTROL

If our supply of the Goods is prevented or delayed by any act or event beyond our reasonable control (**Event Outside Our Control**) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if any delay continues for more than 30 days, you may contact us to cancel the Contract and receive a refund for any Goods paid for but not delivered.

13. OTHER IMPORTANT TERMS

- 13.1. We may transfer our rights and obligations under the Contract to another organisation, but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 13.2. Any Contract made under these Terms is between you and us. No other person shall have any rights to enforce any of its Terms.
- 13.3. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 13.4. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in

writing, and that will not mean that we will automatically waive any later default by you.

13.5. If you are a business:

- (a) You confirm that you have authority to bind any business on whose behalf you purchase the Goods.
- (b) These Terms constitute the entire agreement between us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us, which is not set out in the Contract. These Terms apply to the Contract to the exclusion of any other terms you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- (c) You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in the Contract.
- (d) All other terms implied by statute or otherwise that relate to performance, quality, fitness for purpose or compliance with description are, to the fullest extent permitted by law, excluded.
- (e) You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- (f) You accept that Bespoke Goods are non cancellable or returnable once the order has been accepted.

- 13.6. If you are a consumer: These Terms are governed by English law and you can bring legal proceedings in respect of the Contract and any dispute or claim arising out of or in connection with it in the English Courts. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. If you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.