



TERMS AND CONDITIONS

DEFINITIONS

The "seller" means Black Country Hardware Limited trading from Unit 12, Vernon Trading Estate, New John Street, Blackheath B62 8HT

The "purchaser" means the person, firm or company from whom an order is accepted by the seller.

"Contract" means the contract formed pursuant to condition 2a.

"Goods" means any goods supplied by the seller to the purchaser under the contract.

"Minimum carriage paid order value" means the minimum carriage paid order value as set out in the quotation in force at the date of the purchaser's order.

"Minimum invoice charge" means the minimum invoice charge as set out in the seller's quotation in force at the date of the purchaser's order.

CONTRACT INFORMATION

a) The purchaser's order to the seller is an offer to enter into a contract to purchase goods from the seller on these conditions. Acceptance occurs and a contract is formed only upon the seller despatching to the purchaser its order acknowledgement. A quotation by the seller does not constitute an offer.

b) These conditions comprise only the terms and conditions upon which the seller will do business with the purchaser and shall prevail notwithstanding any terms and conditions contained in any purchase order, acceptance of estimate or quotation or other document proffered at any time by the purchaser or otherwise brought to the seller's attention by the purchaser.

c) No variation to these conditions shall be binding unless agreed in writing by the purchaser and a director on behalf of the seller.

d) The seller's employees and agents are not authorised to make any representations concerning the goods unless confirmed in writing by a director on behalf of the seller. In entering into the contract the purchaser acknowledges that it has not relied on any such representations which have not been confirmed in writing by a director on behalf of the seller.

PRICE

a) The price for the goods shall be as set out in the seller's price list in force at the date of the seller's despatch. The seller reserves the right to vary the price of the goods by any amount attributable to:

i) any variation in the cost of materials, labour, transport, duties, taxes, exchange rates or any other costs of whatsoever nature between the date of the contract and the date of delivery or

collection (as the case may be) of the goods and / or ii) a change in or delay or insufficiency of the purchaser's instructions.

b) The purchaser shall not be entitled to make any deduction from the price of goods in respect of any alleged rights to set off or counter-claims unless both the validity and the amounts thereof have been expressly acknowledged and admitted in writing by a director on behalf of the seller.

c) If, pursuant to the provisions of condition 5, the goods are to be delivered to an address within the United Kingdom, the price for the goods is inclusive of the costs of standard packaging and the costs of delivery to such address, subject to the minimum carriage paid order value at the date of the purchaser's order. Where the net price of the goods is less than the minimum carriage paid order value, a surcharge of 100% of the carriage costs will be payable by the purchaser in addition to the price for the goods.

WARRANTY

a) The seller warrants that for a period of twelve months from the date of delivery or collection of the goods, pursuant to the provisions of condition 5 (the "Warranty Period"), the goods will be free from material defects arising from faulty materials and workmanship other than defects: i) drawn to the attention of the purchaser or which were or ought to have been discovered on inspection of the goods by the purchaser at the time of receipt; or ii) appearing after any person (other than the seller) has made any alteration or addition to the goods; or iii) caused or aggravated by any act or omission on the part of any person other than the seller, including (without limitation) use or storage of the goods in a manner contrary to any written instructions of the seller, faulty or improper handling, installation, maintenance or repair; or iv) fair wear and tear, accident or neglect.

b) If the purchaser becomes aware of a defect in the goods during the warranty period, the purchaser shall, within 14 days of discovering such defect, supply the seller with written particulars of such defect and at the seller's sole option either return the goods to the seller at the purchaser's expense and risk or permit the seller to inspect the same at the purchaser's premises and shall use its best endeavours to provide the seller all necessary access and other reasonable facilities and all information, particulars and assistance required to enable the seller to ascertain or verify the nature and cause of the defect claimed and to carry out its warranty obligations.

c) The seller's liability for defective goods under the warranty contained at condition 8a is limited to, at the seller's sole option, repairing or replacing such goods (or parts thereof) or crediting the purchaser's account to the invoice value for such goods (or part thereof) and the purchaser shall accept such of the aforementioned remedies as the seller shall proffer as being fulfilment of the seller's obligation under such warranty.

LIMITS OF LIABILITY

a) Nothing in these conditions shall be interpreted as excluding or restricting the seller's liability under part 1 of the Consumer Protection Act 1987 or for death or personal injury resulting from negligence (as defined in section 1 of the Unfair Contract Terms Act 1987) of the seller, its officers, employees, agents and / or sub-contractors or for breach of section 12 of the Sale Of Goods Act 1979.

b) Subject to the provisions of condition 9a above, the seller's total liability to the purchaser for all claims arising out of or in connection with the contract (whether under law of contract, tort (including without limitation, negligence) or otherwise) shall not exceed the price paid for the goods by the purchaser under the contract.

c) The seller shall, in no circumstance, be liable, whether by way of indemnity or by reason of breach of contract, tort (including without limitation, negligence) breach of statutory duty or otherwise for: i) special damages; or ii) loss of profit, loss of income, loss of goodwill, loss of use or any other economic loss; or iii) any loss arising from any claim against the purchaser by any third party; or iv) any consequential or indirect loss, damage or expense of any kind howsoever caused or arising.

d) Save as provided in these conditions, the seller shall not be under any liability to the purchaser (whether in contract, tort (including, without limitation, negligence), breach of statutory duty, or otherwise) for any loss or damage resulting from the supply of goods and all warranties, conditions and representations whether express or implied by law in respect of the supply of goods (including, without limitation as to the quality or fitness for any particular purpose of the goods) are excluded to the fullest extent permitted at law.

e) The purchaser acknowledges that all specifications and details in catalogues, quotations and the order acknowledgement or any similar documents or by word of mouth and all forecasts of performances, however given, are approximate only and do not form part of the contract and that the seller shall be under no liability to the purchaser in respect thereof.

INSURANCE

The purchaser agrees that it is best able to estimate the extent and nature of the insurance cover suitable for its business and property from time to time and can effect at more economic rates than the seller such appropriate insurance cover and the purchaser therefore acknowledges that it is reasonable for the seller to sell the goods and to set the price thereof on the basis of the exclusions and limitations of liability and the indemnities set out in these conditions. The purchaser agrees that it will be responsible for effecting insurance cover as above mentioned as may be appropriate to its business and property including (but not limited to) any required insurance cover in respect of any loss or damage, of whatsoever kind or however caused, whether by reason of the negligence of the seller or otherwise to premises, plant or other physical property and the seller shall have no liability in respect of such loss or damage.

CANCELLATION AND AMENDMENT

a) No cancellation or amendment to the contract shall be binding on the seller unless agreed in writing by a director on behalf of the seller and on the strict condition that all and any costs and expenses incurred by the seller up to the time of the cancellation or arising out of the amendment and all loss of profits and all other loss, damage, costs, charges and other expenses resulting to the seller by reason of such cancellation or amendment will be reimbursed by the purchaser to the seller forthwith.

b) Without prejudice to any other rights and remedies which the seller may have whether hereunder or otherwise at law or in equity, the seller shall have the right to cancel the contract or any other contract with the purchaser; i) if the purchaser commits any breach of the contract or any other contract with the seller; ii) on the occurrence of an insolvency event in respect of the purchaser as set out in condition 7dii; and / or iii) if the seller has any reason to doubt the credit worthiness of the purchaser.

18. ASSIGNMENT

The purchaser shall not assign, or otherwise transfer all or any of its rights, interests or obligations under the contract without the prior written consent of a director on behalf of the seller.

DESIGN ALTERATIONS AND SUBSTITUTION OF GOODS

a) The seller shall be entitled at any time to alter or change the design or finish of its products as published in the seller's catalogues subject to reasonable prior notice of any such alteration or change being given to the purchaser.

b) Should any materials or parts or products required for completion of the contract be unavailable for the performance of the contract, the seller reserves the right to supply substitutes reasonably deemed by the seller to be suitable for the intended purpose of the goods as understood by the seller. Such substitutes shall be accepted by the purchaser in full and final satisfaction and performance of the seller's obligations in that regard.