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THE PARTIES AGREE:

1 ABOUT US

1.1 **Company details.** Bull Products Ltd (company number 08587906) (**we and us**), is a company registered in England and Wales and our registered office is at Beacon House 4 Beacon Road, Rotherwas Industrial Estate, Hereford, HR2 6JF. Our VAT number is 873525505. We operate the website www.bullproducts.co.uk.

1.2 **Contacting us.** To contact us telephone our customer service team at 01432 371170 or email sales@bullproducts.co.uk. How to give us formal notice of any matter under the Contract is set out in clause 14.2.

2 OUR CONTRACT WITH YOU

2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.

2.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **Language.** These Terms and the Contract are made only in the English language.

3 PLACING AN ORDER AND ITS ACCEPTANCE

3.1 **Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.

3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.

- 3.3 **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4 **Accepting your order.** We will confirm our acceptance to you by sending you an email that confirms that the Goods have been dispatched (**Dispatch Confirmation**). The Contract between you and us will only be formed when we send you the Dispatch Confirmation.
- 3.5 **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

4 OUR GOODS

- 4.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. The colour of your Goods may vary from those images.
- 4.2 The packaging of your Goods may vary from that shown on images on our site.
- 4.3 To the extent that the Goods are to be manufactured in accordance with a specification supplied by you, you shall indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the our use of the specification you have provided. This clause 4.3 shall survive termination of the Contract.
- 4.4 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

5 DELIVERY, TRANSFER OF RISK AND TITLE

- 5.1 We will contact you with an estimated delivery date, which will be within 5 days after the date of Dispatch Confirmation. Occasionally our delivery to you may be affected

by an Event Outside Our Control. See clause 13 (Events outside our control) for our responsibilities when this happens.

- 5.2 We shall ensure that;
 - 5.2.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the order, all relevant reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 5.2.2 if we require you to return any packaging material to us, that fact is clearly stated on the delivery note. You shall make any such packaging materials available for collection at such times as we shall reasonably request. Returns of packaging materials shall be at our expense.
- 5.3 We shall deliver the Goods to the location set out in the order or such other location as we may agree (**Delivery Location**) at any time after we notify you that the Goods are ready.
- 5.4 Delivery is complete once the Goods have arrived at the Delivery Location and the Goods will be at your risk from that time.
- 5.5 Any dates quoted for delivery of the Goods on the Dispatch Confirmation or any other notification are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a Events Outside Our Control or the your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.6 You own the Goods once we have received payment in full, including of all applicable delivery charges.
- 5.7 If before title to the Goods passes you become subject to any of the events listed in 12.1.2 to clause 12.1.13, then, without limiting any other right or remedy we may have:
 - 5.7.1 your right to resell Goods or use them in the ordinary course of its business ceases immediately; and

- 5.7.2 we may at any time:
- 5.7.2.1 require you to deliver up all Goods in your possession which have not been resold, or irrevocably incorporated into another product; and
 - 5.7.2.2 if you fail to do so promptly, enter your premises or of any third party where the Goods are stored in order to recover them.
- 5.8 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 5.9 If you fail to accept or take delivery of the Goods within 10 days us notifying the you that the Goods are ready, then except where such failure or delay is caused by our failure to comply with our under the Contract in respect of the Goods:
- 5.10 delivery of the Goods shall be deemed to have been completed at 9.00 am on the 10th day following the day on which we notified you that the Goods were ready; and
- 5.10.1 we shall store the Goods until delivery takes place, and charge you for all related costs and expenses (including insurance).
- 5.11 If 10 Business Days after the we notified you that the Goods were ready for delivery you have not accepted delivery of them, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.

6 PRICE OF GOODS AND DELIVERY CHARGES

- 6.1 The prices of the Goods will be as quoted on our site at the time you submit your order. We use our best efforts to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 6.5 for what happens if we discover an error in the price of Goods you ordered.

- 6.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
- 6.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.
- 6.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.
- 6.5 We sell a large number of Goods through our site. It is always possible that, despite our best efforts, some of the Goods on our site may be incorrectly priced. If we discover an error in the price of the Goods you have ordered we will contact you inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

7 HOW TO PAY

- 7.1 You can only pay for Goods using a debit card or credit card. We accept the following cards: Visa, Visa Debit, All major Credit Cards.
- 7.2 Payment for the Goods and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your Goods.

8 MANUFACTURER'S GUARANTEE

Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

9 OUR WARRANTY FOR THE GOODS

9.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

9.2 We provide a warranty that on delivery, the Goods shall:

9.2.1 subject to clause 4, conform in all material respects with their description; and

9.2.2 be free from material defects in design, material and workmanship.

9.3 Subject to clause 9.5, if:

9.3.1 you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 9.2;

9.3.2 we are given a reasonable opportunity of examining the Goods; and

9.3.3 if we ask you to do so, you return the Goods to us at your cost,

We will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

9.4 We will not be liable for breach of the warranty set out in clause 9.2 if:

9.4.1 you make any further use of the Goods after giving notice to us under clause 9.3;

9.4.2 the defect arises as a result of us following any drawing, design or specification supplied by you;

9.4.3 you alter or repair the Goods without our written consent;

9.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

9.4.5 the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements. full.

9.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 9.2 to the extent set out in this clause 9.

9.6 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.

9.7 These Terms also apply to any repaired or replacement Goods supplied by us to you.

10 OUR LIABILITY FOR CONSUMER CONTRACTS: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

10.1 The provisions of this clause 10 govern our responsibility for loss or damage suffered by you if you are a 'consumer' as defined under the Unfair Contract Terms Act 1977 (**UCTA**).

10.2 We are responsible to you for foreseeable loss and damage caused by an act. In circumstances where we fail to comply with this Contract, we will be responsible for loss or damage suffered by you that is a foreseeable result of us breaking this Contract or the failing to use reasonable care and skill. However, we shall not be responsible for any loss or damage that is not foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both parties knew it might happen, for example, if this was discussed during the sales process.

10.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

10.3.1 death or personal injury caused by negligence;

10.3.2 fraud or fraudulent misrepresentation;

10.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

10.3.4 defective products under the Consumer Protection Act 1987.

10.4 We shall be under no liability in respect of business losses. If you use the Goods for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 11 of these Conditions.

11 OUR LIABILITY FOR BUSINESS CUSTOMERS: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

11.1 The provisions of this clause 11 govern our responsibility for loss or damage suffered by you if you are a business Customer outside the scope of clause 10.

- 11.2 Nothing in these Terms limits or excludes our liability for:
 - 11.2.1 death or personal injury caused by our negligence;
 - 11.2.2 fraud or fraudulent misrepresentation;
 - 11.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 11.2.4 any other liability that cannot be limited or excluded by law.
- 11.3 Subject to clause 11.2:
 - 11.3.1 we shall under no circumstances whatever be liable to you, 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
 - 11.3.2 our total liability to you 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 the total value of the Contract.
- 11.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.5 This clause 11 shall survive termination of the Contract.

12 TERMINATION

- 12.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 12.1.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
 - 12.1.2 the other party 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 (being a

- company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 12.1.3 the other party 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;
- 12.1.4 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 other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- 12.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
- 12.1.6 a creditor or encumbrancer of the other party 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;
- 12.1.7 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 other party (being a company);
- 12.1.8 the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 12.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 12.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.2 to clause 12.1.9 (inclusive);
- 12.1.11 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

- 12.1.12 the other party's financial position deteriorates to such an extent that in the our opinion the your capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 12.1.13 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 12.2 Without limiting our rights or other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if the you fail to pay any amount due under this Contract on the due date for payment.
- 12.3 Without limiting its other rights or remedies, we may suspend the deliveries of Goods under the Contract or any other contract between the you and us if the you fail to pay any amount due under this Contract on the due date for payment, you become subject to any of the events listed in clause 12.1.2 to clause 12.1.13, or the we reasonably believe that you are about to become subject to any of them.
- 12.4 On termination of the Contract for any reason:
 - 12.4.1 you shall immediately pay us all of our outstanding unpaid invoices and interest;
 - 12.4.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 12.5 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13 EVENTS OUTSIDE OUR CONTROL

- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 13.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
 - 13.2.1 we will contact you as soon as reasonably possible to notify you; and

- 13.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 13.3 If the Event Outside Our Control prevents us from providing any of the Goods for more than 90 days, we shall, without limiting our rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

14 COMMUNICATIONS BETWEEN US

- 14.1 When we refer to “in writing” in these Terms, this includes email.
- 14.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 14.3 A notice or other communication is deemed to have been received:
- 14.3.1 if delivered personally, on signature of a delivery receipt;
- 14.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- 14.3.3 if sent by email, at 9.00 am the next working day after transmission.
- 14.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.
- 14.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15 GENERAL

- 15.1 **Assignment and transfer.**
- 15.1.1 We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you by posting on this webpage if this happens.

- 15.1.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 15.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 15.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.
- 15.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 15.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 15.6 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.