

## STANDARD TERMS AND CONDITIONS OF SALE

Unless otherwise agreed in writing by Bartoline Limited all goods are supplied on the following conditions to the exclusion of (a) any terms or conditions stipulated by the Buyer and (b) any representations warranties or communications not expressly incorporated in these terms and conditions.

### 1. INTERPRETATION

#### 1.1 In these Conditions:

'BUYER' means the person who accepts the Company's written quotation for the sale of the Goods or whose written order for the Goods is accepted by the Company;

'COMPANY' means Bartoline Limited (registered in England and Wales under number 122306) whose registered office is at Barmston Close Beverley East Yorkshire HU17 0LW;

'CONDITIONS' means the standard conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Company;

'CONTRACT' means the contract for the sale and purchase of the Goods;

'GOODS' means the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Conditions;

'WRITING' and any similar expression includes facsimile transmission and email.

1.2 A reference in these Conditions to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2. BASIS OF THE SALE

2.1 The Company shall sell and the Buyer shall purchase the Goods in accordance with the Company's Written quotation (if accepted by the Buyer), or the Buyer's Written order (if accepted by the Company), subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Company.

2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed in Writing by the Company. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Conditions affects the liability of either party for fraudulent misrepresentation.

2.4 Any advice or recommendation given by the Company or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is



NOVEMBER 2018

not confirmed in Writing by the Company is followed or acted upon entirely at the Buyer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

### 3. ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Buyer shall be accepted or deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative.

3.2 The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Company's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Company).

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by the Company in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Buyer's specification.

3.5 The Company reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable statutory or E.U. requirements or which do not materially affect their quality or performance.

3.6 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in Writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

4.	PRICE		All prices are Carriage Paid to UK mainland, subject to the minimum order value as published by the Company from time to time.
4.1	The price of the Goods shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the customers price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Company without giving notice to the Buyer.	7.	DELIVERY
4.2	The Company reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.	7.1	The place of delivery of the Goods shall be the United Kingdom address which has been nominated by the Buyer to the Company in writing prior to the date when the Goods are ready.
4.3	The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Company.	7.2	If no place of delivery within the United Kingdom has been so nominated then the Buyer shall collect the Goods from the Company's premises within a reasonable time.
5.	PAYMENT	7.3	The Company reserves the right to deliver the Goods or have the Goods ready for collection (as the case may be) by instalments. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
5.1	Subject to any special terms agreed in Writing between the Buyer and the Company, the Company may invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Buyer for the price at any time after the Company has notified the Buyer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.	7.4	Any date or period given by the Company for delivery or collection of the Goods shall be approximate only although the Company shall make every effort to meet a delivery date and no delivery date given shall be regarded as being overdue until the Buyer has made a written request to the Company for delivery and given to the Company a reasonable time within which to comply with it.
5.2	The Company reserves the right to require payment of an invoice in cash on delivery or collection of the Goods.	7.5	In the case of all deliveries to the Buyer's nominated place, the Buyer must provide safe and suitable access from a public road to the place of delivery and all proper means to affect safe delivery. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery
5.3	Subject to sub-clause 5.2 the Buyer shall pay the price of the Goods within 30 days next following the month-end in which the Company's invoice was raised (the "Due Date") and the Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.	7.6	The Buyer will indemnify the Company against any third party claim and all costs and expenses attributable thereto (as well as against any extra costs or expenses incurred by the Company) arising from any failure by the Buyer to make such provision referred to in sub-clause 7.5.
5.4	If the Buyer fails to make any payment on the Due Date then, without limiting any other right or remedy available to the Company, the Company may:	7.7	The Buyer will be responsible for unloading the Goods on delivery and providing the necessary means for unloading.
5.4.1	cancel the Contract and/or suspend all further deliveries to the Buyer;	7.8	No claim shall arise against the Company if the quantities are above or below the quantities stipulated in the Contract.
5.4.2	appropriate any payment made by the Buyer to such of the Goods (or any goods supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer); and	7.9	If the Company fails to deliver the Goods (or any instalment) for any reason other than (i) any cause beyond the Company's reasonable control or (ii) the Buyer's default, and the Company is accordingly liable to the Buyer, the Company's liability shall be limited to the excess (if any) over the price of the Goods of the cost to the Buyer (in the cheapest available market) of similar goods to replace those Goods not delivered.
5.4.3	charge interest on overdue invoices from the Due Date on a daily basis until full and final payment is received in accordance with the Commercial Debts (Interest) Act 1998 together with any regulations thereunder.	7.10	If the Buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Company's default) then, without limiting any other right or remedy available to the Company, the Company may:
6.	CARRIAGE	7.10.1	store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
		7.10.2	sell the Goods at the best price readily obtainable and charge the Buyer for any shortfall below the price under the Contract, taking into account the cost of all reasonable storage and selling expenses

8.	SHORTAGES AND DAMAGES IN TRANSIT	No container in which the Goods are supplied shall be re-used by the Buyer or disposed of in any way to a third party without the Company's prior consent in Writing.
8.1	Where the Goods are to be collected from the Company's premises, no claim for breakage, loss, shortfall or damage to the Goods shall be accepted by the Company.	11. LIABILITY
8.2	Where the Goods are to be delivered by the Company or its agents to the Buyer, the Company will not accept:	11.1 Subject to the following provisions the Company 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 6 months from the date of their initial use or 6 months from delivery, whichever is the first to expire.
8.2.1	claims of any kind unless notified to the Company in writing within 14 days of delivery;	11.2 The above warranty is given by the Company subject to the following conditions:
8.2.2	claims for non-delivery of or damage to the Goods in transit unless notified to the Company in writing within 14 days of the despatch date or, if the Goods are not carried by the Company or its agents within the time limit specified by the carrier of the Goods, if shorter; or	11.2.1 the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
8.2.3	any liability under section 32(2) of the Sale of Goods Act 1979.	11.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Company's approval;
8.3	The Buyer must comply with all conditions required by the carrier of the Goods if other than the Company or its agents for the notification of any loss, breakage, damage or shortage and in the event of non-compliance with any such conditions or with the Conditions the Company reserves the right to reject a claim for any loss, breakage, damage or shortage.	11.2.3 the Company 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 for payment;
9.	TITLE AND RISK	11.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Company, 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 the Company.
9.1	Risk of damage to or loss at the Goods shall pass to the Buyer:	11.3 The Buyer shall indemnify the Company against any claims for royalties or other sums and against any claims for damages made against the Company as a result of the Company or its agents manufacturing products or using labels or printed matter or packaging prepared to the specification of the Buyer in so far as the design and layout of the labels or the printed matter or the manufacture of the products or packaging shall infringe any patent registered design trade mark or other rights which may be claimed.
9.1.1	in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Buyer that the Goods are available for collection; or	11.4 The Goods supplied shall be of normal industrial quality unless otherwise agreed in Writing. All warranties or conditions as to the quality or fitness for any purpose except where expressly stated by the Company are excluded.
9.1.2	in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Buyer fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.	11.5 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company may replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Company shall have no further liability to the Buyer.
9.2	Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, property in the Goods shall remain with the Company until all sums due and owing by the Buyer to the Company on any account have been paid.	11.6 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
9.3	Pending the transfer of the property in the Goods:-	11.7 A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by
9.3.1	the Buyer shall hold the Goods as the Company's bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Company's property;	
9.3.2	the Buyer shall deal with Goods in the ordinary course of business only, which excludes dealings with Goods after the Buyer has entered into an insolvency situation; and	
9.3.3	the Company may at any time require the Buyer to deliver up the Goods to the Company and in default the Buyer hereby grants the Company a licence to enter upon any premises of the Buyer and any third party where the Goods are stored and repossess the Goods.	
10.	CONTAINERS	

	the Buyer) be notified to the Company within seven days from the date of delivery or, where the defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.	14.1	The cost incurred by the Company under the Contract for the manufacture or supply of any labels, printed matter or packaging specified by the Buyer will normally be included in the composite cost of the Goods.
		14.2	The Buyer shall be responsible, in the event of cancellation of the Contract or any order, for payment for the residual stocks held and contracted for by the Company.
11.8	Except in respect of death or personal injury caused by the Company's negligence, or liability for defective products under the Consumer Protection Act 1987, the Company shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.	15.	EXPORT
			Unless otherwise agreed in writing by the Company at the date of the Contract, no Goods supplied or manufactured by the Company pursuant to any order from the Buyer shall be exported by the Buyer or supplied for export to a third party or be supplied by the Buyer to a third party for use in products made or manufactured for export.
		16.	INSOLVENCY OF BUYER
		16.1	This clause applies if:
		16.1.1	the Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation; or
		16.1.2	an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
		16.1.3	the Buyer ceases, or threatens to cease, to carry on business; or
		16.1.4	the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
		16.2	If this clause 16 applies then, without limiting any other right or remedy available to the Company, the Company may 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.
		17.	GENERAL
		17.1	The Buyer may not assign any of its rights or obligations under the Contract without the prior written consent of the Company.
		17.2	The Buyer will at all times keep confidential all information acquired in consequence of or pursuant to this Contract save as may be required by law or where such information is in the public domain other than due to the Buyer's breach.
		17.3	A notice to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.
		17.4	No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
		17.5	If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
		17.6	If the Buyer is a limited company, all of its directors shall indemnify jointly and severally the Company against all
11.9	The Company 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 of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:		
11.9.1	Act of God, explosion, flood, tempest, ash cloud, fire or accident;		
11.9.2	war or threat of war, sabotage, insurrection, civil disturbance or requisition;		
11.9.3	acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, E.U., or local authority;		
11.9.4	import or export regulations or embargoes;		
11.9.5	strikes, lock-outs or other industrial actions of trade disputes (whether involving employees of the Company or of a third party);		
11.9.6	difficulties in obtaining raw materials, labour, fuel, parts or machinery;		
11.9.7	power failure or breakdown in machinery.		
12.	WAIVER		
	No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.		
13.	CANCELLATION		
	If any order for the Goods is cancelled by the Buyer the Company reserves the right to recover all of its administration or other costs or expenses incurred in the execution or partial execution of the Contract in addition to pursuing any other rights the Company has against the Buyer at common law or by statute.		
14.	NON-STANDARD LABELS AND PRINTED MATTER		

liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any breach of the Contract by the Buyer.

- 17.7 The Buyer acknowledges and by submitting an order consents to the processing and disclosure by the Company of personal data relating to the Buyer relevant to any credit which may from time to time be afforded by the Company to credit reference agencies, banks and credit insurers and that such organisations may process the data provided.
- 17.8 The Contract shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the jurisdiction of the courts of England and Wales.
- 17.9 For the purposes of the Contracts (Rights of Third Parties) Act 1999, the Contract is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.
- 17.10 These Conditions supersede all previous Company terms and conditions which are now cancelled.

## **Bartoline Limited**

Barmston Close  
Beverley  
HU17 0LW  
England

Tel: 01482 678710  
Fax: 01482 872606  
E-mail: [info@bartoline.co.uk](mailto:info@bartoline.co.uk)

**[www.bartoline.co.uk](http://www.bartoline.co.uk)**