

# **BONDLINE ELECTRONICS LIMITED**

## **Terms and Conditions for Sale of Products**

These Conditions apply to all sales of Products by Bondline Electronics Limited a company incorporated in England and Wales under number 2933918, whose registered office is at Bondline Electronics Limited, Unit 6, Rivergate, Rivermead Ind Estate, Swindon Wilts.SN251HU

### **1. Definitions**

In these Conditions the following words have the following meanings:

The Conditions:- means these terms and conditions;

The Contract:- an agreement for the purchase of the Products by the Customer from Bondline including a written quotation of Bondline which is accepted by the Customer, or any written order of the Customer which is accepted by Bondline

The Customer:- means the person, company or organisation so described in Contract.

The Products:- products manufactured or supplied by Bondline

Bondline:- means Bondline Electronics Limited

### **2. Basis of the Sale**

2.1 Bondline will sell and the Customer will purchase the Products in accordance with any written quotation of Bondline which is accepted by the Customer, or any written order of the Customer which is accepted by Bondline Terms and conditions for sale of products

2.2 No amendment of, variation of or addition to the Conditions governing the Contract will be binding unless accepted by the authorised representatives of both Bondline and the Customer in writing.

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

### **3. Intended use of the Products**

### **4. Quotations, price and orders**

4.1 In the event that a written quotation or tender for the Products is issued by Bondline, such quotation or tender is provisional and may be altered to take account of any change taking place between the date of quotation and Bondline's acceptance of the Customer's order and in any event the quotation or tender / quotation shall expire 30 days after the date of its issue unless otherwise agreed in writing by Bondline.

4.2 No order, submitted by the Customer, will be deemed to be accepted by Bondline unless and until the Products are dispatched by Bondline to the Customer.

4.3 The price of Products will be the price in force at the time of dispatch and Bondline's price list does not constitute an offer to sell at the prices set out in it.

4.4 All prices are exclusive of VAT unless otherwise stated and the Customer will pay any and all tax duties and other government charges payable in respect of the Products in accordance with UK legislation in force at the tax point and all other taxes and duties payable in connection with the supply of the Products to the Customer and its export and import into any territory.

4.5 The price of the Products includes packaging, and such packaging is non-returnable. Unless otherwise expressly stated the price and any quotation do not include carriage and insurance during transport.

### **Intellectual Property Rights**

means patents, copyright, registered and unregistered design rights, utility models, trade marks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all pending applications for and rights to apply for or register such rights;

### **5. Payment**

5.1 Unless otherwise agreed in writing payment of all invoices will be made by the Customer to Bondline in full in Pounds Sterling as invoiced, no later than thirty (30) days from the date of invoice.

5.2 In the event of late payment by the Customer Bondline will be entitled, without limiting any other rights and remedies it may have: To the following

Suspend deliveries and/or cancel any of its outstanding obligations under the Contract;

Levy a service charge to cover administrative and other associated costs in relation to overdue accounts at the rate of 5% per month on all unpaid accounts; and

to charge interest on any outstanding amount accruing from time to time at the rate of 8% per annum above the base rate from time to time of Barclays Bank plc or the amount prescribed in the Late Payment of Commercial Debts (Interest) Act 1998 (whichever is greater) from the due date until the outstanding amount is paid in full.

5.3 The Customer shall have no right to set off any amounts owing to it by Bondline against unpaid invoices due to Bondline.

5.4 Bondline shall have the right for reasonable cause to withdraw or refuse credit facilities or to require from the Customer cash on or before delivery or security for payment and to withhold delivery until such requirement is complied with.

5.5 Any claim or query by the Customer in respect of the invoiced price of the Products or services must be notified to Bondline by the Customer within the period referred to in condition 5.1.

## **6. Delivery and acceptance**

6.1 Unless otherwise agreed in writing, delivery shall take place when the Products are passed to the carrier or shipping agent or to the Customer's representative, whichever shall occur first.

6.2 The Customer will ensure that adequate and safe facilities and procedures exist for receipt of the Products at its premises at the time of delivery by Bondline or its agent or carrier and warrants to Bondline that the site where it intends to use the Products is suitable in all respects for their intended use and is licensed in accordance with any relevant local regulations.

6.3 All delivery dates are quoted in good faith but Bondline reserves the right to alter them notifying the Customer as soon as is reasonably practicable. Bondline does not accept any liability for any direct, indirect, consequential or economic loss or damage due to delay in delivery however caused.

6.4 The Customer will not be entitled unreasonably to delay delivery or refuse to accept delivery. However, if in the opinion of Bondline or the Customer:

6.4.1 is not ready to receive the Products on the day intended, or

6.4.2 fails to give Bondline adequate instructions, or

6.4.3 fails to collect the Products intended for collection, or

6.4.4 fails to comply with the provisions of condition 6.2 in whole or in part, then the Customer shall be liable for any loss occasioned to Bondline by its neglect, refusal or inability to take delivery of the Products and also for such costs and expenses as Bondline may incur in storing the Products and, if applicable, re-delivering the same. In addition, Bondline shall have the right to sell the Products at the best price readily obtainable and (after deducting all reasonable expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

**6.5 The Customer will promptly notify Bondline in writing or email in the event that the Products do not arrive within seven (7) days of their anticipated receipt.**

6.6 The Customer will inspect the Products within seven days of receipt and failure to notify Bondline in writing or by email of any defect or any other proper objection to the Products or their packaging within such a period shall constitute acceptance of the Products by the Customer.

## **7. Risk and Title**

7.1 The risk in the Products will pass to the Customer on delivery.

7.2 The Products supplied by Bondline (including any of the Products supplied without charge as part of any sales offer or incentive) shall remain the property of Bondline until Bondline has received in cash or cleared funds payment in full of all monies owing by the Customer to Bondline in respect of the Products under the Contract and until such time, the Customer will hold the Products as

fiduciary agent and bailee for Bondline and keep them insured on Bondline's behalf for their full price against all risks with an insurer that is reasonably acceptable to Bondline.

7.3 Notwithstanding that property in the Products has not passed to the Customer, Bondline will be entitled to sue the Customer for the price of the Products if not paid on the due date.

7.4 In the event that the Customer being a company enters into liquidation or has a winding up order made against it or has a receiver appointed in respect of its assets or being an individual or firm becomes bankrupt or in any other way ceases, or threatens to cease, to carry on business Bondline shall be entitled immediately to terminate the Contract without notice and if the Products have been delivered but not paid for then, provided that such Products have not been resold and without limiting any other right or remedy Bondline may have, Bondline may at any time require the Customer to deliver up such Products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant Products are stored in order to recover them.

## **8. Warranty and limitations of Liability**

8.1 Bondline's Products are warranted to meet any product specifications in effect at the time of shipment. Notice of non-conforming or faulty Products must be made to Bondline within 14 days of receipt of the Products subject to condition 8.6. This product warranty limits Bondline's liability to the replacement of the product only. Bondline will not be liable under the warranty for any damage or loss arising from wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow instructions or out of the use, the result of use or the inability of the Customer to use the Products.

8.2 Except for the warranty in condition 8.1 all warranties, conditions, terms, undertakings and obligations on the part of Bondline implied by statute, common law, custom, trade usage, course of dealing or in any other way are, to the extent permitted by law, excluded (except for the implied warranty or title).

8.3 The Customer warrants that it has not been induced to enter into the Contract by any representation or by any warranty (whether oral, or in writing, or in any other form) except those expressly made part of the Contract. The Customer waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or of any other kind, unless made by Bondline fraudulently) which is not specifically set out in the Contract as a warranty.

8.4 Nothing in this Agreement limits Bondline's liability for fraud, or death, or personal injury arising as a result of Bondline's negligence or any other liability which may not, by law, be excluded.

8.5 Subject to condition 8.4:

8.5.1 Bondline will not be liable to the Customer for any loss of profit, loss of revenue, loss of data, loss of opportunity, loss of business and loss of goodwill (in each case whether direct or indirect) or for any indirect, or consequential loss, damage, costs, expenses and other claims (whether caused by the negligence of Bondline, its servants, agents sub-contractors or otherwise) which arise out of or in connection with the Products or in any other way out of the Contract; and

8.5.2 the maximum liability of Bondline under or in connection with the Contract will not exceed the amounts which have been paid or which have become payable by the Customer whether caused by the negligence of Bondline, its servants, agents sub-contractors or otherwise.

8.6 The Customer will ensure that the specification of the Products ordered is suitable and safe for the intended use or environment of use except where it makes known details of such use to Bondline in writing prior to conclusion of the Contract in such a way as clearly to place reliance on Bondline's special skills and such details are accepted by Bondline in writing as forming part of the conditions.

8.7 The Customer will handle the Products in a suitable and safe manner and will comply with any instructions supplied to it by Bondline. The Customer will also pass on to users (including purchasers and users of other goods and equipment into which the Products are incorporated) all relevant safety information.

8.9 Where Bondline experiences technical difficulties in the production of nonstandard or custom made Products it may cancel the order for the Products without being liable to the Customer in any way.

8.10 Where the Customer supplies designs, drawings and specifications to Bondline to enable it to manufacture non-standard or custom made Products the Customer warrants that such manufacture will not infringe the intellectual property of any third party.

## **9. Indemnities**

9.1 The Customer shall indemnify Bondline in respect of any claim which may be made against Bondline:

9.1.1 that the use to which the Products are put constitutes a breach of section 6 Health and Safety at Work Act 1974, or any other relevant United Kingdom or overseas safety legislation;

9.1.2 that the use to which the Products are put infringes the patent, copyright or other intellectual property rights of any third party; or

9.1.3 arising out of the failure by the Customer to observe the terms of the Contract.

9.2 The provisions of condition 9.1 shall not apply where the claim arises as a result of the negligence of Bondline or use of the Products by the Customer in accordance with Bondline's written instructions.

## **10. Force Majeure**

10.1 Bondline shall not be liable for any failure to fulfil the Contract or any term or condition of the Contract if fulfilment has been delayed, hindered or prevented by circumstances beyond its reasonable control including but not limited to fire, explosion, flood, tempest, unusually adverse weather conditions, failure or shortage of power supplies, fault or failure of plant or machinery, war, hostilities, riot, acts of terrorism, strikes, lock-outs or other industrial action or trade dispute ("a Force Majeure Event").

10.2 Bondline will promptly notify the Customer if a Force Majeure Event arises and during the period in which Bondline is prevented from performing the Contract the Customer will be entitled after giving Bondline written notice of its intention to do so to purchase products elsewhere at its own cost and risk and Bondline shall not be obliged to make up deficiencies which arise as a result.

10.3 If a Force Majeure Event exceeds one month Bondline may cancel the Contract without liability.

## **12. Miscellaneous**

12.1 The Customer undertakes not to use any trademarks or trade names applied by Bondline to the Products nor to do or permit anything whereby the goodwill and reputation of such trademarks is prejudiced or damaged.

12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

## **13. Governing Law and Jurisdiction**

The Contract shall be governed and construed in accordance with the laws of England. The English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with the Contract.