

# Branchflowers – Batman UK

March 07

## Standard Terms and Conditions of Sale

Updated: Feb 2005

### CONTRACTS:

- a. Contracts are made and orders accepted only upon and subject to these conditions of sale. All other conditions are hereby excluded unless accepted in writing.
- b. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance, price list, acceptance or offer, invoice or other document or information issued by the seller Branchflowers – Batman UK, shall be subject to correction without any liability on the part of Branchflowers – Batman UK.

### PRICES.

- a. Branchflowers – Batman UK reserve the right to review and change prices without prior notice in the event of Suppliers Price changes, fluctuation in the value of the pound sterling or other influences outside our control.
- b. Firm price quotations are valid for a period of one month only, from the date of quotation. Branchflowers – Batman UK at their absolute discretion may accept or reject any order placed by the buyer

### GUARANTEE

- a. Goods supplied are guaranteed for 12 months (unless otherwise stated in writing) against faulty materials and workmanship, but not against defects arising from misuse, neglect or normal wear and tear. Goods considered faulty should be returned promptly with full purchase details and the reason for their return.
- b. Goods found to be faulty under the terms of a guarantee will be repaired or replaced at our discretion. Alternatively, at our discretion, a credit note for the cost price of replacement parts will be issued. We reserve the right to make a handling charge if goods are found not to be faulty

THE GUARANTEE DOES NOT AFFECT THE STATUTORY RIGHTS OF ANY CUSTOMER

### LIABILITY

- a. All conditions and warranties expressed or implied (other than to title) are hereby excluded except the sellers implied undertaking as to conformity of goods with description or sample, quality and fitness for a particular purpose (so far as applicable) which shall apply in any sale by us direct to any person dealing as consumer
- b. No representation is given as to the specification, performance or otherwise of the goods sold, nor is any assurance given as to the reliability of any data included in any catalogue or other document, none of which shall accordingly form part of the contract or we be liable for save in respect of liability for death or personal injury resulting from negligence and for breach of the sellers undertaking as to conformity of goods with description or sample, quality and fitness for a particular purpose so far as applicable in the case of a sale by us direct to a person dealing as consumer.
- c. Our total liability in respect of all claims for loss or damage attributable to any defect in or failure or unsuitability of the goods supplied or to any negligence or breach of duty in relation thereto shall be limited to their contract price. Subject as aforesaid in no circumstances shall we be liable for any consequential loss or damage caused by or arising from or attributable to the use or inability to use the goods supplied or to any delay in delivering the same. This condition does not affect the statutory rights of any consumer.

### DAMAGE, LOSS & SHORT DELIVERY

- a. On delivery, the buyer shall examine the goods for defects and completeness. Thereafter no claim for damage in transit, for shortage in delivery or for loss of goods will be entertained unless in the case of damage, a separate notice in writing is given to the carriers, or to Branchflowers – Batman UK within 3 days of the receipt of goods. In all cases a signature “unexamined” shall be deemed to be an unconditional acceptance of the goods.
- b. Branchflowers – Batman UK shall not in any circumstances be liable, whether in contract or tort, to the buyer for any indirect or consequential loss or damage (including without limitation, loss of profits, loss of contract or damage to property) or for any claim against the buyer by any third party and the guarantee given by Branchflowers – Batman UK hereunder shall not be transferable to any person.
- c. Branchflowers – Batman UK liability for damage or non delivery of goods duly notified in accordance with the above shall in any event be limited to repair or replacement of the goods within a reasonable time (or at Branchflowers – Batman UK option, refunding the price thereof) whether the damage or non delivery is due to Branchflowers – Batman UK negligence or otherwise.

### RETENTION OF TITLE.

- a. Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions, the property in the goods shall not pass to the buyer until Branchflowers – Batman UK have received in cash (or cleared funds) payment in full of the price of the goods and all other goods and services agreed to be sold by Branchflowers – Batman UK to the buyer for which payment is then due.
- b. Until such time as the property in the goods passes to the buyer, the buyer shall hold the goods as Branchflowers – Batman UK fiduciary agent and bailee and shall keep the goods separate from those of the buyer and third parties and properly stored, protected and insured and identified as Branchflowers – Batman UK property, until that time the buyer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to Branchflowers – Batman UK for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the buyer and third parties and in the case of tangible proceeds, property stored, protected and insured.
- c. Until such time as the property in the goods pass to the buyer (and provided the goods are still in existence and have not been resold) Branchflowers – Batman UK shall be entitled at any time to require the buyer to deliver up the goods to Branchflowers – Batman UK and if the buyer fails so forthwith, to enter upon any premises of the buyer or any third party where the goods are stored and repossess the goods
- d. The buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness, any of the goods which remain the property of Branchflowers – Batman UK, but if the buyer does so all monies owing by the buyer to Branchflowers – Batman UK shall (without prejudice to any other right or remedy of Branchflowers – Batman UK) forthwith become due and payable

### PAYMENT.

- a. Where Branchflowers – Batman UK have granted the buyer a credit facility, the price for the goods and or services shall be paid by the buyer on or before the last day of the month immediately following the month in which the goods are Invoiced. (The due date) or if Branchflowers – Batman UK shall require, to be paid on or before delivery

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