

Terms and Conditions

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1 Interpretation

- 1.1 The 'Company' means R & R.C. Bond (Wholesale) Limited, trading as Bond International, a company registered in England with company registration number 01024495 and its registered office at 1 General Street, Pocklington Industrial Estate, Pocklington, York, YO42 1NR.
- 1.2 The 'Purchaser' shall mean the person or legal entity named in any order, application or offer made to the Company relating to the supply of goods or services and shall include their agents, assignees and/ or other representative.
- 1.3 Goods shall be 'Delivered' at the earlier of:
- 1.3.1 the moment that they come into the possession and/or control of the Purchaser or the Purchaser's agent, contractor or representative; or
- 1.3.2 at such other point in time as the Purchaser shall take responsibility for storage, transport and/ or security of any goods; or
- 1.3.3 if the goods are to be transported by the Company at the request of the Purchaser, the point in time when such goods are designated by the Company as being goods awaiting dispatch to the Purchaser or are otherwise appropriated to the contract; or
- 1.3.4 at such other time at which the Purchaser otherwise assumes the risk for any goods.
- Delivered' and 'Delivery' shall be interpreted accordingly.

2 General

- 2.1 Unless expressly stated and agreed otherwise, such agreement expressed in writing and signed by a Director or the Company Secretary of the Company, these terms and conditions (the Conditions) shall apply to any contract for the provision of goods or services by the Company.
- 2.2 No amendment to these Conditions shall be valid unless expressly confirmed in writing and signed by a Director of the Company or the Company Secretary.
- 2.3 These Conditions shall apply to the exclusion of any other terms whether or not the same are endorsed upon, delivered with, or referred to in any purchase order or other document delivered by the Purchaser to the Company unless such terms are expressly incorporated into the contract, agreed in writing and signed by a

Director or Company Secretary. The Purchaser waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Purchaser that is inconsistent with these Conditions.

- 2.4 In placing an order for, or accepting delivery of any, goods with the Company (whichever is the earlier) the Purchaser accepts the terms of these Conditions.

3 Catalogue & Price

- 3.1 The Company gives no warranty as to the accuracy of any specific details contained in any catalogues, price lists or other advertising material relating to any goods or services other than to the extent that such specific details are also covered by a warranty from the manufacturer of such goods or the provider of any service.
- 3.2 Catalogues, price lists and other advertising matter are only an indication of the type of goods normally available, do not constitute an offer and as such no details contained within the same shall be binding on the Company unless expressly incorporated into a contract in writing.

4 Orders & Quotations

- 4.1 The Company is under no obligation to provide any quotation or accept any order.
- 4.2 All prices quoted, unless otherwise stated, are inclusive of material, labour, transport and associated costs applicable at the time that a quote is given and are subject to alternation or withdrawal from time to time without notice.
- 4.3 Unless otherwise agreed in writing, the price for any goods is based upon the Company's prices and costs at the time of Delivery and any price advertised or quoted prior to Delivery shall not be binding on either party until the goods are Delivered.
- 4.4 In the event that the Company provides a quotation that it agrees in writing shall determine the price of any goods subject to an order being made by the Purchaser, such quotation can be withdrawn without notice to the Purchaser unless such quotation is stated to be open for a specific period and is not withdrawn within such period.
- 4.5 The Company reserves the right (without prejudice to any other remedy) to cancel any incomplete order or to suspend delivery in the event that, in the opinion of the Company, the Purchaser has failed to comply with its obligations to the Company, arising under these Conditions or otherwise, or is likely to do so.
- 4.6 An order by the Purchaser shall only be accepted by the Company if accompanied by sufficient information to enable the Company to proceed with the order forthwith.
- 4.7 Any goods submitted with the Company's quotation are sample goods only and, unless otherwise expressly confirmed in writing, shall be returnable to the Company at the Purchaser's cost.

5 Cancellation

- 5.1 The Purchaser may cancel any order or part of an order by providing the Company with written notice not less than seven (7) days prior to the intended date of the Purchaser taking physical possession of the goods, unless otherwise agreed by the Company in writing.
- 5.2 If the Purchaser cancels or purports to cancel the order or any part thereof or fails to take Delivery of any goods at the time agreed (the Cancelled Goods) (if any) then:
- 5.2.1 the Company shall be entitled to take or retain full possession and control of the Cancelled Goods;
- 5.2.2 if only part of an order is cancelled the Company may, without reference to the Purchaser, cancel the entire order and any other outstanding orders made by the Purchaser;
- 5.3 the Purchaser shall indemnify the Company for:

- 5.3.1 any costs or expenses incurred in returning any Cancelled Goods to the Company's nearest operative depot (the Depot);
- 5.3.2 any costs incurred by the Company in insuring the Cancelled Goods until such time as the Cancelled Goods are returned to the Depot;
- 5.3.3 any damage to or loss of the Cancelled Goods during transit to the Depot;
- 5.3.4 any loss, damage or expense incurred by the Company in the connection with the manufacture or non-manufacture of the Cancelled Goods or the importing or purchasing of the Cancelled Goods including, but not limited to:
- a) the payment of licence or other fees;
- b) the payment of any taxes;
- c) the cost of any material, plant or tools used or intended to be used in connection with the Cancelled Goods and purchased for that purpose, whether exclusively for that purpose or not, and the cost of labour;
- 5.3.5 any other losses or costs incurred or suffered by the Company relating to, directly or indirectly, the Cancelled Goods.

6 Force Majeure

- 6.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- 6.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 6.1.2 epidemic or pandemic;
- 6.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 6.1.4 nuclear, chemical or biological contamination or sonic boom;
- 6.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- 6.1.6 collapse of buildings, fire, explosion or accident; and
- 6.1.7 any labour or trade dispute, strikes, industrial action or lockouts;
- 6.1.8 non-performance by suppliers or subcontractors; and
- 6.1.9 interruption or failure of utility service.
- 6.2 If, due to a Force Majeure Event, in the opinion of the Company, it is prevented, hindered or delayed in or from performing any of its obligations under any contract, or performing its obligations under any contract ceases, in the reasonable opinion of the Company, to be financially viable, it shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 6.3 The time for performance of such obligations shall be extended accordingly and the corresponding obligations of the Purchaser will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Company.
- 6.4 The Company shall:
- 6.4.1 as soon as reasonably practicable after becoming aware of the Force Majeure Event, notify the Purchaser of the Force Majeure Event, and, if possible and practical, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under any contract; and
- 6.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 6.5 In the event that the order cannot be completed due to a Force Majeure Event then the Purchaser will pay to the Company such a sum as will together with any other sums paid previously bear the same proportion to the order price (including the variation

thereof) as the goods physically delivered or services contracted for.

7 Dispatch and Packing

- 7.1 The Company will endeavour to complete the order or deliver the goods within the time agreed (if any) but in no circumstances will it be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the completion of any order.
- 7.2 Unless otherwise expressly agreed in writing, the goods are at the risk of the Purchaser from the point of Delivery.
- 7.3 The Company shall not be liable for any loss of or damage to the goods after these have been Delivered.
- 7.4 Where the Purchaser alleges that the goods are deficient in numbers or defective the Company shall not be liable for such claims unless they are advised in writing within seven (7) days of the Purchaser, or their agent, contractor or representatives' earliest opportunity to inspect such goods.

8 Description of Goods.

- 8.1 All goods will be supplied as specified subject to reasonable availability to the Company of materials.
- 8.2 Variation by the Company within the specification of the goods shall not constitute a breach of contract or impose upon the Company any liability whatsoever.

9 Storage

If by reason of instructions or lack of instructions from the Purchaser, dispatch in accordance with the order is delayed for 14 days after the Purchaser has been notified that the goods are ready for dispatch:

- 9.1 the goods shall be deemed to have been Delivered unless the Company gives notice to the Purchaser cancelling the order;
- 9.2 the Company may, at its absolute discretion, store the goods or make reasonable arrangements for their storage;
- 9.3 the Purchaser shall pay a reasonable charge for such storage; and
- 9.4 the Company shall be under no obligation whatsoever to the Purchaser in respect of the goods stored and neither should they be liable for any loss or damage howsoever arising.

10 Payment

- 10.1 Subject to any alternative written credit term all invoices are payable upon receipt and are due for payment within 28 days of the date of the invoice (Due Date).
- 10.2 Notwithstanding that the goods shall be at the risk of the Purchaser from Delivery, ownership and title of any goods shall not pass except as provided by Condition 11.
- 10.3 If the Purchaser fails to make any payment due to the Company by the Due Date, then, without limiting any other remedy available to the Company, the Purchaser shall pay interest on the overdue amount at the rate of 5% per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until actual payment of the overdue amount, whether before or after judgment. The Purchaser shall pay the interest together with the overdue amount.
- 10.4 Notwithstanding that the property in the goods shall not pass save as provided by Condition 11, the Company shall be entitled to sue in respect of any monies due to the Company.
- 10.5 All sums shall be paid in pound sterling (£) or such other currency as detailed on the relevant invoice and the Purchaser shall bear the costs and risk of any fluctuation in any currency exchange.
- 10.6 Unless expressly stated, all quotes and prices shall be exclusive of Value Added Tax.

- 10.7 In the event that any statutory charge, tax or other sum becomes due in any jurisdiction as a result of any contract or condition then the Purchaser shall bear the cost.
- 11 Ownership of Goods**
- 11.1 The goods shall be at the Purchaser's risk from Delivery.
- 11.2 Ownership and title in the goods shall not pass from the Company until:
- 11.2.1 the purchaser shall have paid the purchase price of the goods in full, and
- 11.2.2 no other sums whatsoever shall be due from the Purchaser to the Company.
- 11.3 Until property in the goods passes to the Purchaser in accordance with this Condition 11 the Purchaser shall hold the goods and each of them on trust on a fiduciary basis for the Company. The Purchaser shall store the goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property.
- 11.3.1 Notwithstanding that the goods (or any of them) remain the property of the Company, the Purchaser may sell or use the goods in the ordinary course of the Purchaser's business if:
- a) such sale or dealing shall be by the Purchaser on the Purchaser's own behalf, the Purchaser dealing as principle and not as an agent of a third party;
- b) the goods are sold at the full market value unless another price is expressly agreed in writing by the Company; and
- c) the entire proceeds of sale or otherwise of the goods are held in trust for the Company and are not mixed with other money or paid into any overdrawn bank account and are identified at all material times as the Company's money.
- 11.3.2 Such right to sell or use the goods shall cease:
- a) if any sum due to be paid by the Purchaser to the Company is not paid by the Due Date;
- b) the Company provides notice to the Purchaser that the right to sell or use the goods under condition 11.3.1 is terminated; or
- c) the Company makes a request under condition 11.4;
- d) the Purchaser enters into any agreement with its creditors, appoints administrators or becomes insolvent;
- e) the Purchaser is in any way in breach of its commitments to the Company, whether arising under these Conditions or otherwise.
- 11.4 Until such time as the property and goods passes from the Company, the Purchaser shall, upon request, deliver up to the Company such of the goods as have not ceased to be in existence or resold or such proceeds of sale in respect of any goods sold in accordance with condition 11.3.1c).
- 11.5 If the Purchaser fails to do so the Company may enter upon any premises owned, occupied or controlled by the Purchaser where the goods are situated and repossess the goods.
- 11.6 The Purchaser shall insure and keep insured the goods to the full price against all risk to the reasonable satisfaction of the Company until the date that property in the goods passes from the Company and shall on request by the Company, produce a copy of the Policy of insurance.
- 11.7 Without Prejudice to the other rights of the Company if the Purchaser fails in anyway to comply with the provisions of this Condition, any sums whatever owing by the Purchaser to the Company shall forthwith become due and payable immediately and in full.
- 12 Third Parties**
- 12.1 The Purchaser undertakes to bring these Conditions to the notice of all persons to whom the goods or any of them are sold, offered for sale, let, hired or otherwise disposed of and undertakes to ensure that the contract or other arrangement between the Purchaser and other such persons requires such other persons to comply with the said stipulations and also contains a provision in like terms mutatis mutandis to those contained in this Condition.
- 12.2 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 13 Patents**
- No right or licence is granted to the Purchaser under any patent, copyright, registered design or other industrial property right except the right to use or to resell the goods in accordance with these terms.
- 14 Compliance with relevant requirements**
- The Purchaser shall:
- 14.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- 14.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 14.3 immediately notify the Company (in writing) if a foreign public official becomes an officer or employee of the Purchaser or acquires a direct or indirect interest in the Purchaser and the Company warrants that it has no foreign public officials as direct or indirect owners, officers or employees.
- 14.4 Breach of this Condition shall be deemed a material breach of any contract.
- 15 Guarantee**
- 15.1 The Company will, as far as they reasonably can, transfer or make over to the Purchaser the benefit of any guarantee or warranty which may have been given by the manufacturer in respect of any goods which are not made by the Company.
- 15.2 If, during the period of twelve (12) months from the date of Delivery:
- 15.2.1 any part manufactured by the Company is found upon inspection by the Company to have proved defective in material or workmanship under normal use and service and when properly installed and connected;
- 15.2.2 the Company is informed of the defect as soon as reasonably possible and, in any event, within seven (7) days of the discovery of the defect; and
- 15.2.3 if required at the absolute discretion of the Company, the defective part is returned to the Company at the cost of the Purchaser for the Company to inspect the defective part;
- the Company will, free of cost to the Purchaser, including reimbursement of any reasonable costs incurred in returning the part for inspection by the Company, repair or, at the discretion of the Company, replace such part.
- 15.3 Any cost or expense incurred by any persons removing or refitting the part shall be borne by the Purchaser.
- 15.4 The Company will not be liable to repair or replace any part if it has not been properly maintained before and during use in accordance with the Company's or manufacturer's recommended maintenance procedure or has been subjected to any misuse, unauthorised repair, replacement modification or alteration.

16 Limitation of Liability

- 16.1 The Company's liability under or in connection with any contract of the supply of goods or services shall be limited to £1,000,000 (one million pounds) in the aggregate.
- 16.2 This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence or arising by breach of statutory duty).
- 16.3 If any third party's negligence contributed to any loss then the Company shall only be liable to the proportion of the loss directly attributable to the Company.
- 16.4 This condition shall not exclude or limit the Company's liability for:
- 16.4.1 death or personal injury caused by the Company's negligence; or
- 16.4.2 fraud or fraudulent misrepresentation.
- 16.5 Except as expressly stated in these Conditions, in so far as it is lawful to do so, all warranties and conditions, express or implied, statutory or otherwise, are hereby expressly excluded.
- 16.6 The Company shall not incur any liability nor shall any right accrue to the Purchaser by reason of any misrepresentation arising from:
- 16.6.1 printing and clerical errors;
- 16.6.2 statements in oral, written or any other form by third parties accepted by the Company in good faith and repeated by it;
- 16.6.3 oral Statements not confirmed by the Company in writing.
- 16.7 The Purchaser confirms that it has not relied on any such representations.

17 Notices

Any notice given to a party under or in connection with any contract in contract shall be in writing and shall be:

- 17.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 17.2 sent by fax to its main fax number.
- 17.3 Any notice shall be deemed to have been received:
- 17.3.1 if delivered by hand, on signature of a delivery receipt;
- 17.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- 17.3.3 if sent by fax, at 9.00 am on the next Business Day after transmission;

- 17.3.4 if sent by email only at the time that such notice is formerly acknowledged in writing.

- 17.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18 Set Off and Counterclaim

- 18.1 The Company may, in its absolute discretion, set off amounts owed by the Purchaser to the Company for goods and services supplied by the Company against other monies payable by the Company to the Purchaser.
- 18.2 The Purchaser will not be entitled to withhold payment of any invoice or any sum held for the Company by reason of any right of set off or counterclaim which the Purchaser may have or allege it has against the Company or for any other reason whatsoever.

19 Inadequacy of damages

Without prejudice to any other rights or remedies that the Company may have, the Purchaser acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Purchaser. Accordingly, the Company shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

20 Enforceability

- 20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of this agreement.
- 20.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21 Legal Construction

- 21.1 Failure by the Company to enforce any of these terms shall not be construed as a waiver of any of the Company's rights.
- 21.2 This Contract shall be construed and operate in accordance with English Law and the Purchaser hereby submits to the jurisdiction of the courts of England & Wales.