



TERMS & CONDITIONS

Terms and Conditions of BJB Innovations Ltd with Company number 08956081 and registered for VAT purposes with number 211 1506 73 of physical and registered address of 34 -52 Out Westgate, Bury St Edmunds, Suffolk IP33 3PA (“we” or “us”). For the purposes of these terms and conditions, i.e. both (A) and (B): “BJB Innovations Ltd” (“we” or “us”) means as appropriate BJB Innovations Ltd and the partners directors shareholders employees and staff comprising the company; “the Buyer” (“you”) means any firm company consumer or individual or their nominated agent from whom an order for goods or services is submitted; “Party” means either you or us; “Parties” means you and us; “Writing” means letter, fax or email; “Confidential Information” means all information supplied by the Buyer to BJB Innovations Ltd required in connection with any order for goods or services.

TERMS AND CONDITIONS; THESE TERMS WILL APPLY TO ALL YOUR PURCHASES, WHETHER YOU ARE ORDERING BY TELEPHONE, BY EMAIL, BY MAIL, OR ONLINE

Please read this section carefully before placing any order. We may change these terms from time to time. Please check them before you make another purchase.

1 GENERAL

1.1 ‘Goods’ means the items to be supplied by BJB Innovations Ltd under these conditions.

1.2 The contract for supply of Goods (Contract) will be formed when you accept our quotation or we accept your order. Once the Contract has been formed with you we will file it in electronic or paper copy for our records.

1.3 In deciding whether to accept your order we may carry out a credit check and then will only accept your order if we are satisfied with the results of such check. You confirm that you are happy for us to carry out such check.

1.4 These conditions may only be changed in a document signed by one of our partners.

1.5 These conditions and any matters referred to on our quotation or order acknowledgement (as appropriate) form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.

1.6 Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, despatch note, invoice or other document issued by us may be corrected by us without liability.

1.7 By accepting the Contract you are confirming that you are the Buyer.

1.8 The Provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under this contract.

1.9 Clause headings are for convenience only and do not affect the interpretation of these conditions. Words in the singular include the plural and vice versa.

1.10 “Storage” means the storage of finished goods held for or on behalf of the Buyer. Finished goods ordered but uncollected or undelivered for four weeks after notification that the goods are ready for delivery will also be subject to storage charges and will be invoiced.

2 WARRANTY



2.1 If the Goods which you purchase from us are faulty or do not do what we say in Writing that they will do, you should notify us within 3 working days of delivery or within 14 days of delivery for defects which are not apparent to you on an inspection of the Goods. We will examine the Goods and, if the Goods are faulty or do not do what we say in Writing that they will do, will, at our option, either remedy the defect in question, replace the defective Goods or refund the price of the defective Goods, subject to 9.4 below.

2.2 The warranty in 9.1 above does not apply to faults which have been caused by your mis-use and/or neglect of the Goods or by accidents caused while the Goods are in your possession.

2.3 Where you return Goods under condition 9.1 we will pay for the delivery of any repaired or replacement Goods to you (unless condition 9.2 applies) and we will, where you have returned Goods to us within 28 days of delivery, reimburse your reasonable delivery costs in returning the goods. We will not be liable for any delivery costs where you are not entitled to return the Goods to us under these conditions or by law.

2.4 You must return all Goods to us within 28 days of delivery and in their original packaging in substantially the same condition as you bought them and you should ensure that all returned Goods bear a return identification number clearly visible on the exterior (such number may be obtained from us prior to return of the Goods by you).

3 YOUR RIGHT OF CANCELLATION

3.1 Under the United Kingdom's Distance Selling Regulations, you have the right to cancel the Contract for the purchase of any of the Goods (save for any Goods made to special order) within 7 working days of delivery. A working day is any day other than weekends and bank or other public holidays. We will be happy to exchange the Goods or provide you with a full refund provided that, where delivery has taken place, you have returned the Goods to us in the same condition that they were delivered and subject to 10.2 below. This right of return is in addition to any other rights, warranties or conditions available to you.

3.2 If you exercise your right of cancellation after the Goods have been delivered to you, please call our offices on 01284 335 797 and obtain a returns number. We would then ask you to package the Goods securely in the original packaging. Please record the returns number on a label attached to the outer packaging. The return address is: Returns Dept, BJB INNOVATIONS LTD, 34 – 52 OUT WESTGATE, BURY ST EDMUNDS, SUFFOLK, IP33 3PA England.

3.3 For your protection, we recommend that you use a signed for delivery service. Please note that you will be responsible for the costs of returning the Goods to us unless we delivered the items to you in error or the Goods are faulty. If you do not return the goods as required, we may charge you a sum not exceeding the direct costs of recovering the Goods.

3.4 Save for Goods returned under 9.1 above, returned Goods will only be accepted by us if they are in a sound and resalable condition. Whether Goods are sound and resalable shall be for the sole decision of us.

4 LIMITATION OF LIABILITY

4.1 We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for:

4.1.1 any losses which are not foreseeable by both Parties when the Contract is formed arising in connection with the supply of Goods and related services or their use by you;

4.1.2 any losses which are not caused by any breach by us;

4.1.3 business or trade losses.

4.2 Our entire liability in connection with the Contract will not exceed the purchase price of the Goods in question.

4.3 Nothing in this Contract means that our liability to you for death or personal injury resulting from our negligence or that of our employees, agents or subcontractors is limited.

5 PRICE

5.1 The price for the Goods is stated on our quotation or order acknowledgement (as appropriate). Unless otherwise stated, all prices are in £ sterling, are exclusive of VAT and delivery and the costs of packaging and insurance, all of which will be added to or charged on invoices at the appropriate rates and paid by you.

5.2 We may vary the price where the cost to us of acquiring or supplying the Goods is increased between the date of quotation or order acknowledgement (as appropriate) and delivery and including, without limitation, increases in the cost of carriage, packaging or insurance or arising from a change in exchange rate a change in delivery date, quantities or specifications for Goods requested by you or delay caused by your instructions PROVIDED THAT we will notify you in writing in good time prior to delivery of such price increases and you may cancel your order within 7 working days of this notice if you are unhappy with the price increases.

6 PAYMENT

6.1 Unless we agree otherwise in Writing, you must pay for Goods prior to their despatch to you by such means as we may notify you of. Where the Goods are supplied on credit terms granted at our discretion, payment will be made by you within 30 days of our invoice date. Payment by cheque is deemed to have been made only upon such cheque being met on first presentation.

6.2 Where you do not make any payment to us under the Contract by its due date then, we may, in addition to any other rights which we have under this Contract:

6.2.1 charge interest on the outstanding amount (as well after as before judgement) on a day to day basis at an annual rate of 4% above Barclays Bank Plc's base rate from time to time applicable until the sum due is paid;

6.2.2 withhold further deliveries, suspend performance of the Contract until arrangements as to payment or credit have been established on terms which are satisfactory to us.

7 DELIVERY

7.1 We will deliver the Goods to the place designated by you in the UK in the accepted order or quotation, as appropriate, during normal business hours.

7.2 Unless otherwise expressly agreed in writing, any delivery date or time specified by us in any quotation, despatch note or otherwise is a best estimate only and we will not be liable to you for any loss or damage sustained by you if we fail to meet that time scale because of circumstances beyond our reasonable control.

7.3 If you become unable to pay your debts (or have no reasonable prospect of so doing), make an arrangement with your creditors, suffer a bankruptcy order or breach your payment obligations under the Contract, then we may, as well as any other rights which we have under this Contract, immediately terminate the Contract and suspend or cancel further delivery.

8 RISK AND TITLE

8.1 The risk for damage to the Goods will pass to you upon delivery and ownership of the Goods will pass to you upon payment.

8.2 If you fail to pay for any Goods in accordance with these conditions we may bring action against you for the price of the Goods



at any time.

9 DAMAGE OR LOSS IN TRANSIT

9.1 We shall repair or replace, free of charge any Goods damaged or lost in transit where delivery has been made by our carrier, provided that you give us written notification of such damage or loss within 7 days of the date of our invoice (so that we may comply with our carriers conditions of carriage).

10 INSTALLATION AND SERVICING

10.1 We may for an additional charge install and/or commission Goods at your premises or elsewhere. Condition 11 shall apply to the provision of any installation or commissioning. Goods shall be treated as delivered to you when the same are presented by us at the agreed delivery destination.

11 SPECIFICATION

11.1 Where we have put drawings, photographs, illustrations, specifications, performance data, dimensions and the like in sales literature, on web pages or other documentation, we believe they are accurate. However, you should not take them to be a description of the Goods or representations made by us and we do not warrant that they are accurate.

11.2 The specification for Goods may be changed by the manufacturer at any time up to delivery. We will not be liable for any loss or damage suffered in connection with any change. We will use our reasonable endeavours to advise you of any such impending variation as soon as we are able or upon our receiving notice of the same (as appropriate). You must check specifications for Goods prior to making an order. You may cancel the Contract according to your rights set out in condition 10 above.

12 DELAY OR FAILURE TO PERFORM

12.1 We shall not be liable to you if we are prevented or delayed in the performing of any of our obligations to you if this is due to any cause beyond our reasonable control including: an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or notify us of any change of address.

13 ASSIGNMENT

13.1 We may freely assign, sub-contract or otherwise transfer in whole or in part the Contract PROVIDED THAT the quality of Goods supplied to you is not affected. You may not however do so without our written agreement.

14 GOVERNING LAW

14.1 The Contract is governed by the laws of England the English courts shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.

14.2 No waiver by us of any breach of the Contract by you is considered as a waiver of any subsequent breach of the same or any other provision.