



Baerlocher UK Limited

Terms of Trading

1 Price

- 1.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
- 1.2 Our quotations lapse after 30 days (unless otherwise stated).
- 1.3 The price quoted includes delivery (unless otherwise stated).
- 1.4 Unless otherwise stated, the price quoted is an illustrative estimate only and the price charged will be our price current at the time of delivery.
- 1.5 Rates of tax and duties on the goods will be those applying at the time of delivery.
- 1.6 At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.

2 Delivery

- 2.1 Although we make all reasonable efforts to effect delivery in accordance with prearranged dates, such dates are estimates only and time shall not be of the essence.
- 2.2 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:
 - 2.2.1 you may not cancel if we receive your notice after the goods have been dispatched; and
 - 2.2.2 if you cancel the contract, you can have no further claim against us under that contract.
- 2.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim



8 Return of goods

- 8.1 We will accept the return of goods from you only:
 - 8.1.1 by prior arrangement (confirmed in writing);
 - 8.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered); and
 - 8.1.3 where the goods are as fit for sale on their return as they were on delivery.

9 Cancellation

- 9.1 You may not cancel the order unless we agree in writing (and clauses 2.2.2 and 9.2 then apply).
- 9.2 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
- 9.3 We may suspend or cancel the order, by written notice if:
 - 9.3.1 you fail to pay us any money when due (under the order or otherwise);
 - 9.3.2 you become insolvent;
 - 9.3.3 you fail to honour your obligations under these terms.

10 Waiver and variations

- 10.1 Any waiver or variation of these terms is binding in honour only unless:
 - 10.1.1 made (or recorded) in writing;
 - 10.1.2 signed on behalf of each party; and
 - 10.1.3 expressly stating an intention to vary these terms.
- 10.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

11 Force majeure

- 11.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
- 11.2 Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

12 General

- 12.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
- 12.2