

BRADAN LIMITED

Wholesale Terms and Conditions of Sale and Supply

In these conditions the "Seller" shall be Bradan Limited. The Buyer" shall be any customer, company or organisation purchasing goods from or through the Seller on WHOLESale TERMS where offered.

1. ORDERS:

Orders with a value greater than £500.00 (nett of VAT) must be accompanied by an official purchase order and will be treated as a legally binding contract. Any goods that are specially ordered by the Seller for a Buyer may be subject to payment of a deposit which will become part of the total payment upon completion. The deposit may be forfeited in the event of cancellation that is not due to the fault of the Seller.

2. PAYMENT TERMS:

Settlement terms are strictly payment by the 25th of the month following the date of supply. Overdue balances will be subject to a monthly interest charge of 5.00% on statements and automatically aggregated to outstanding monthly amounts. After two months, unpaid accounts will be suspended until cleared in full (including any interest charges). Future supplies will be by Pro-Forma settlement on cleared funds. Statements are rendered monthly.

3. PRICES:

All prices quoted by the Seller are based upon these Conditions of Sale and reflect the limitation of the Seller's liability contained herein. For any Buyer who wishes to Contract with the Seller on terms other than these Conditions, special arrangements can be requested prior to sale however such special arrangements will only be binding on the Seller on a Case by Case request and must not be regarded as an exclusive binding arrangement. Such requests will be confirmed by the SELLER prior to the transaction .otherwise these Conditions shall prevail. All prices quoted are exclusive of VAT which will be added at the appropriate rate. Prices may be subject to change without notice excepting where a firm price is quoted for acceptance within a stated period of time.

4. CARRIAGE:

Paid carriage charges will apply only to full pallet orders of sixty items. Carriage charges on smaller order amounts which must not be less than half pallet (30 items) will be charged at cost but will not be processed until these costs are agreed in advance.

5. DELIVERY:

The standard delivery service is 5 to 10 working days for pallet delivery. The Seller will take all reasonable steps to deliver goods in a timely manner but shall not be liable for any delay occasioned by the failure of others to deliver as arranged. It is the responsibility of the Buyer to provide an exact delivery address and post code and also to check that goods are undamaged upon delivery before signing an acceptance.

6. TITLE:

Title in any goods sold by the Seller shall not pass to the Buyer until payment in full of all sums due to the Seller has been made but the risk in the goods shall pass to the Buyer upon delivery or collection. In the event of non-payment the Buyer will allow free access to the premises by the Seller to recover the goods.

7. HEALTH AND SAFETY:

Buyers should be aware of the potential hazards to health and safety represented in the types of goods stored on any of the Seller's premises. The Seller can accept no responsibility for damage or injury resulting from the activities of a Buyer. It shall be the Buyer's responsibility to comply with any and all Regulations concerning the loading, transport and signing of any vehicle used for carrying goods or substances covered by requirements to

comply with COSHH and other Regulations. Product information literature can be supplied by the Seller as required.

8. USE:

No assumptions should be made by the Buyer as to the fitness of any goods for any purpose other than as specifically described by the manufacturer. Any such use or adaptation shall be at the risk of the Buyer.

9. RETURNS:

If goods are returned for any valid reason they must be accompanied by proof of purchase. Goods returned for possible exchange must be unused, in re-saleable condition and returned within a reasonable period after the date of purchase. The Seller will not accept the return of any goods for credit or refund in any circumstances other than evident fault in goods that have not been used and where exchange is not appropriate.

10. WARRANTY:

(a) In general, the Warranty on goods sold from stock by the Seller will conform to the Warranty offered by the manufacturer of the goods and will be subject to fair and proper use and maintenance of the Goods by the Buyer. It is important that the Buyer will advise the Seller promptly if the goods are faulty or if there is any query regarding their effective use.

(b) Goods that have been interfered with or that have been improperly used or have suffered accidental damage will not be eligible for Warranty consideration.

(c) It is also conditional that any and all instructions provided by the manufacturer or supplier will have been fully and properly complied with and/or that where a latest date for effective use is stated or is relevant that it has not been exceeded.

(d) Where goods are returned under complaint after a period of use the Seller will return the goods to the manufacturer or his agent for investigation and report. This could result in the goods being replaced if the claim is accepted. If a claim of fault in the goods is not justified the Seller will either arrange for the goods to be returned to the Buyer at the cost of the Buyer. The Seller will undertake to process any such returns promptly to minimise delay as far as is possible.

11. LIABILITY:

The liability of the Seller in any claim arising from the supply of any commodity shall be limited to the replacement of the goods or a refund of the purchase value. No liability will be accepted for any consequential loss, damage or injury whatsoever, or any other cost arising from the transaction.

12. CONTINUITY OF WHOLESale TERMS:

Whilst the seller accepts that there will be instances where the buyer requests smaller quantities than those laid out in these Terms and Conditions, regular requests of this type may result in WHOLESale TERMS being withdrawn.

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