



**BESBLOCK LIMITED**  
**TERMS AND CONDITIONS OF SALE**

**1. Definitions**

- 1.1 “Besblock” means Besblock Limited (company number 01059042) whose registered office is at Heslop, Halesfield Estate, Telford, TF7 4NF
- 1.2 “Buyer” means the person who buys or agrees to buy the Goods from Besblock
- 1.3 “Conditions” means these terms and conditions of sale and any special terms and conditions expressly agreed in writing by Besblock
- 1.4 “Contract” means the or any contract between Besblock and the Buyer for the sale of Goods by Besblock to the Buyer
- 1.5 “Goods” means any goods to be sold by Besblock to the Buyer pursuant to the Contract
- 1.6. “Price” means the price for the Goods excluding carriage, packing, insurance and VAT

**2. Conditions applicable**

- 2.1 The Conditions shall apply to all Contracts to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or other document
- 2.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from Besblock on and subject to the Conditions
- 2.3 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyer’s acceptance of the Conditions
- 2.4 Any variation to the Conditions (including any special terms and conditions agreed between Besblock and the Buyer) shall be inapplicable unless agreed in writing by Besblock

**3. Price and payment**

- 3.1 The Price shall be as agreed between Besblock and the Buyer in writing or in default for whatever reason of a price so agreed shall be Besblock's standard price for the Goods as at the date of delivery which may not be the same as any previously quoted price. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the VAT invoice
- 3.2 Payment of the Price and VAT shall be due within 28 days of the last day of the calendar month in which the Goods are delivered. Time for payment shall be of the essence
- 3.3 If the Buyer fails to make any payment on or before the due date then without prejudice to any of Besblock's other rights Besblock may:
  - 3.3.1 suspend or cancel deliveries of any Goods and/or
  - 3.3.2 appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other Contract) as Besblock may in its sole discretion think fit
- 3.4 The Late Payment of Commercial Debts (Interest) Act 1998 applies to the Contract

#### **4. The Goods**

- 4.1 The Goods shall be manufactured and supplied in accordance with the description contained in Besblock's specification
- 4.2 Besblock may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods
- 4.3 Any contractual description of the Goods by Besblock relates to the identity of the Goods but only if it relates to a central characteristic of the Goods or to a substantial ingredient in their identity
- 4.4 The Contract is not for a sale by sample

#### **5. Warranties and liability**

- 5.1 All terms, conditions, warranties and representations (whether implied or made expressly) whether by Besblock its servants or agents or otherwise (other than those express warranties set out in the Conditions the Contract or the current edition of Besblock's specification) relating to the quality and/or fitness for purpose of the Goods or any of the Goods are excluded to the fullest extent permitted by law
- 5.2 Besblock shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by Besblock of the Contract
- 5.3 In the event of any breach of the Contract by Besblock the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of Besblock exceed the Price

- 5.4 Besblock warrants that it has Public Liability insurance and Products Liability insurance with a reputable insurer with an indemnity limit of not less than £5,000,000 (in each case) for any one claim or series of claims arising from the same incident
- 5.5 The Buyer acknowledges that it has had the opportunity
- 5.5.1 to inspect a copy of the insurance policy wording in respect of each of those policies and
- 5.5.2 to request Besblock to arrange further cover or a higher indemnity limit in respect of the Contract if it considers it appropriate

## **6. Delivery of Goods**

- 6.1 Delivery of Goods shall be made to the address specified by the Buyer and agreed by Besblock. The date or time of delivery is not guaranteed by Besblock unless specifically otherwise agreed in writing. Any programme given for delivery of Goods is given or agreed by Besblock in good faith, and every reasonable endeavour will be made to comply therewith. Besblock shall not, however, be liable for any loss or damage consequential or otherwise arising through its failure to make delivery by any such date or time
- 6.2 The Buyer shall make all arrangements to take delivery of Goods whenever they are tendered for delivery. Besblock shall not be required to deliver any Goods over roads or other ground which it considers to be unsuitable. If a vehicle is used for delivering Goods to a place situated off a hard roadway, the Buyer will indemnify Besblock in respect of any damage caused to or by it in consequence thereof
- 6.3 Subject to clause 6.2 Besblock will unload the Goods from the vehicle on which they are delivered. In the event of the vehicle being unduly delayed Besblock reserves the right to charge waiting time to the Buyer at Besblock's prevailing rate
- 6.4 Besblock may deliver the Goods by separate instalments and may raise a separate invoice and require payment for each instalment
- 6.5 The failure or refusal of Besblock to deliver or the failure or refusal of the Buyer to take delivery of or to pay for any one or more of any such instalments shall not be deemed to constitute or to manifest an intention to abandon the Contract in any respect and shall not entitle either party to treat the contract as repudiated
- 6.6 If delivery of Goods (by instalments or otherwise) on a specific date has been agreed Besblock shall be entitled to charge for haulage at its prevailing rate if the Buyer requests the cancellation or rearrangement of any such delivery less than 24 hours before 7.00am on the date on which it was to be made
- 6.7 Besblock shall not be liable for any loss or damage whatever due to failure by Besblock to deliver Goods (or any of them) promptly or at all and notwithstanding that Besblock may have delayed or failed to deliver Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full

6.8 No Goods delivered to the Buyer which are in accordance with the Contract will be accepted for return without the prior written approval of Besblock on terms to be determined at the absolute discretion of Besblock

6.9 The pallets on which Goods are delivered are non-returnable unless otherwise agreed in writing in which case any credit for them will be given only if Besblock in its absolute discretion decides that they are in a good useable condition

## **7. Acceptance of Goods**

7.1 The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer

7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the Contract

## **8. Risk**

8.1 Risk shall pass on delivery of the Goods

## **9. Title**

9.1 In spite of delivery having been made property in the Goods shall not pass from Besblock until:

9.1.1 the Buyer shall have paid the Price plus VAT in full; and

9.1.2 no other sums whatever shall be due from the Buyer to Besblock

9.2 Until property in the Goods passes to the Buyer in accordance with clause 9.1 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for Besblock. The Buyer shall store the Goods (at no extra cost to Besblock) separately from all other goods in its possession and marked in such a way that they are clearly identified as Besblock's property

9.3 Notwithstanding that the Goods (or any of them) remain the property of Besblock the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of Besblock. Any such sale or dealing shall be a sale or use of Besblock's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from Besblock the entire proceeds of sale or otherwise of the Goods shall be held in trust for Besblock and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as Besblock's money

9.4 Besblock shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from Besblock

9.5 Until such time as property in the Goods passes from Besblock the Buyer shall upon request deliver up to Besblock such of the Goods as have not ceased to be in existence or resold to Besblock. If the Buyer fails to do so Besblock may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 9.3 shall cease

- 9.6 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of Besblock. Without prejudice to the other rights of Besblock, if the Buyer does so all sums whatever owing by the Buyer to Besblock shall forthwith become due and payable
- 9.7 The Buyer shall insure and keep insured the Goods to the full Price against “all risks” to the reasonable satisfaction of Besblock until the date that property in the Goods passes from Besblock and shall whenever requested by Besblock produce a copy of the policy of insurance. Without prejudice to the other rights of Besblock, if the Buyer fails to do so all sums whatever owing by the Buyer to Besblock shall forthwith become due and payable
- 9.8 The Buyer shall promptly deliver the prescribed particulars of the Contract to the Registrar in accordance with the Companies Act 2006. Without prejudice to the other rights of Besblock, if the Buyer fails to do so all sums whatever owing by the Buyer to Besblock shall forthwith become due and payable

## **10. Remedies of Buyer**

- 10.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by Besblock to supply Goods which confirm to the Contract
- 10.2 Where the Buyer accepts or is deemed to have accepted any Goods then Besblock shall have no liability whatever to the Buyer in respect of those Goods
- 10.3 Besblock shall not be liable to the Buyer for late delivery or short delivery of the Goods
- 10.4 The Buyer may not withhold payment of any invoice or other amount due to Besblock by reason of any right of set off or counterclaim which the Buyer may have or allege to have or for any reason whatever

## **11. Proper law of contract**

The Contract is subject to the law of England

## **12. Insolvency or other default of Buyer**

If the Buyer fails to make payment for the Goods in accordance with the Contract or commits any other breach of the Contract or if any distress or execution shall be levied upon any of the Buyer’s goods or if the Buyer offers to make any arrangement with its creditors or if any bankruptcy petition is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Buyer’s business or assets or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately. Besblock may in its absolute discretion and without prejudice to any other rights which it may have

- 12.1 suspend all future deliveries of Goods to the Buyer and/or terminate the Contract without liability upon its part and/or
- 12.2 exercise any of its rights pursuant to clause 9

**13. Third party rights**

The provisions of the Contracts (Rights of Third Parties Act) 1999 shall not apply to the Contract and a person who is not a party to the Contract shall have no right under that Act to enforce any term of the Contract

**14. Force majeure**

Besblock shall not be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of Besblock

**15. Non-Standard Goods**

- 15.1 The provisions of this clause apply if the Goods are specified in writing by Besblock to be or otherwise agreed to be "Non-Standard Goods"
- 15.2 The Buyer acknowledges that the Goods have been or will be manufactured to a non-standard specification and in a quantity agreed between Besblock and the Buyer and that if the Buyer does not accept delivery of them it is unlikely that Besblock will be able to re-sell them at the Price or at all
- 15.3 The Buyer will accordingly be liable to pay the full Price plus VAT whether it accepts delivery or not
- 15.4 Besblock will be entitled to dispose of (including by scrapping) any Goods of which the Buyer does not take delivery within 8 weeks of the date on which Besblock notifies the Buyer that those Goods are available for delivery and the Buyer will be responsible to Besblock for the costs of disposal