



# Britannia Fire Ltd

## 1. Britannia Fire Ltd Conditions Apply

- 1.1 Unless otherwise specifically agreed in writing by Britannia Fire Ltd, all quotations and contracts for the supply of goods by Britannia Fire Ltd are made upon these Conditions of Sale ("the Conditions") which shall at all times override any terms and conditions which the purchaser of such goods ("the Purchaser") imposes or seeks to impose.
- 1.2 Delivery of any goods following a quotation for supply made by Britannia Fire Ltd will be made only upon the Conditions. Orders are accepted subject to the Conditions.
- 1.3 Any variation must be approved by an authorised Britannia Fire Ltd employee and be in writing. Any quotation or estimate is given subject to the Conditions.
- 1.4 "The Contract" means any contract made between the parties that incorporates the Conditions.

## 2. Payment Terms

- 2.1 Terms of payment are STRICTLY 30 days from the date of invoice, unless other terms are agreed in writing, and in default, Britannia Fire Ltd should be entitled, without notice, to the Purchaser (even if the Purchaser has a contract with a third party to:
  - 2.1.1 terminate any outstanding order or quotation;
  - 2.1.2 withhold and/or suspend supplies; or
  - 2.1.3 reduce the Purchaser's credit limit.
- 2.2 Britannia Fire Ltd shall also be entitled, at their discretion, to receive payment of any and all monies in respect of goods supplied whether these monies would ordinarily be due for payment at that time or not.
- 2.3 In addition, Britannia Fire Ltd shall be entitled to charge the Purchaser interest on the amount unpaid at the rate of 2.5% above Barclays Plc base rate until payment in full is made and the Purchaser will indemnify Britannia Fire Ltd in respect of all costs incurred by Britannia Fire Ltd in recovering payment, including the cost of instructing Solicitors.
- 2.4 No payment shall be deemed to have been received until Britannia Fire Ltd has cleared funds.
- 2.5 In the event that the Purchaser tenders payment by cheque and the cheque is subsequently returned by the Purchaser's Bankers unpaid, the Purchaser will also indemnify Britannia Fire Ltd in respect of all resulting bank charges incurred by Britannia Fire Ltd.
- 2.6 The Purchaser shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Purchaser has a valid court order requiring an amount equal to such deduction to be paid by Britannia Fire Ltd to the Purchaser.

## 3. Prices

- 3.1 All prices displayed in Britannia Fire Ltd's catalogues, both printed and online, are subject to VAT where applicable.
- 3.2 Prices are correct at time of publishing and are subject to change without prior notice.
- 3.3 The price charged to the Purchaser will be the prevailing price at the time of ordering
- 3.4 Britannia Fire Ltd reserves the right to withdraw discounted prices at its discretion, without giving prior notice.

## 4. Retention of Title

- 4.1 Although risk in the goods supplied passes to the Purchaser on delivery, legal title in such goods shall not pass to the Purchaser until Britannia Fire Ltd has received, in cleared funds, the full price payable for such goods and all other goods supplied by Britannia Fire Ltd to the Purchaser for which payment is then due.
- 4.2 Until legal title passes, the Purchaser shall hold the goods as Britannia Fire Ltd's fiduciary agent and bailee and shall keep them properly protected, insured and stored separately from any other goods (whether or not supplied by Britannia Fire Ltd). Until that time the Purchaser is entitled to resell or use the goods in the ordinary course of its business but shall account to Britannia Fire Ltd for the proceeds of sale and pending payment shall hold such proceeds on trust for Britannia Fire Ltd absolutely.
- 4.3 The Purchaser's right to resell or use the goods shall terminate automatically on the occurrence of any event set out in the Condition 10 and/or if any sum owed to Britannia Fire Ltd by the Purchaser is not paid when due.
- 4.4 Until such time as legal title in the goods passes to the Purchaser Britannia Fire Ltd may at any time require the Purchaser, its liquidator, receiver or administrator to return the goods and/or may repossess the goods by entering upon any premises of the Purchaser or any third party where the goods are reasonably believed to be stored.
- 4.5 In addition and without prejudice to any other right or remedy available to Britannia Fire Ltd, if the Purchaser is in breach of the payment terms or of any of its obligation under this clause, Britannia Fire Ltd shall be entitled to:
  - 4.5.1 cancel the Contract;
  - 4.5.2 suspend further deliveries; or
  - 4.5.3 terminate any outstanding order or quotation without incurring any liability whatsoever as a consequence of this action
- 4.6 Britannia Fire Ltd reserves the right at any time before title in the goods has passed to the Purchaser to require the Purchaser to deliver up the goods if any of the events specified in Condition 10 occurs.

## 5. Delivery

**Terms and conditions for delivery are only applicable in the UK. For delivery outside the UK please contact Britannia Fire Ltd**

- 5.1 Unless otherwise agreed delivery of the goods shall take place at the Purchaser's place of business.
- 5.2 Where Britannia Fire Ltd makes delivery of the goods to the Purchaser's place of business or any other place as agreed in writing, all charges in relation to carriage including, without limitation transport costs, insurance and unloading, will at Britannia Fire Ltd's option, be borne by the Purchaser.
- 5.3 If for any reason the Purchaser does not accept delivery of any of the goods when they are ready for delivery then the goods will be deemed to have been delivered, risk passing to the Purchaser (including for loss or damage caused by Britannia Fire Ltd's negligence) and Britannia Fire Ltd may;



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5.3.1 store the goods until actual delivery whereupon the Purchaser will be liable for all related costs and expenses (including without limitation storage and insurance); or

5.3.2 sell the goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Purchaser for any shortfall below the Contract price.

5.4 Britannia Fire Ltd reserves the right to deliver in instalments and any failure to deliver one instalment will not entitle the Purchaser to terminate the Contract

5.5 The quantity of any consignment of goods as recorded by Britannia Fire Ltd upon despatch from Britannia Fire Ltd's place of business shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive evidence proving the contrary.

5.6 Claims for shortages or damaged goods must be made in writing to Britannia Fire Ltd within 24 hours of receipt.

5.7 Claims for late delivery or non delivery must be made to Britannia Fire Ltd within 3 days of date of despatch shown on invoice

5.8 Britannia Fire Ltd reserves the right to charge a 15% handling fee-against the return of non-faulty goods.

**5.9 Carriage.. Minimum order value for carriage free delivery on UK mainland service of £1000 otherwise the cost of our carriage charge will be additional plus VAT**

## 6. Quality

6.1 If the Purchaser establishes to Britannia Fire Ltd's reasonable satisfaction that there is a defect in the goods or there is some other failure by Britannia Fire Ltd in relation to the conformity of the goods with the Contract, then Britannia Fire Ltd shall, at its option and at its sole discretion and within a reasonable time:

6.1.1 replace such goods with goods which are in all respects in accordance with the Contract; or

6.1.2 issue a credit note to the Purchaser in respect of the whole or part of the Contract price of such goods as appropriate having taken back such goods, subject, in every case, to the remaining provisions of this Condition provided that the liability of Britannia Fire Ltd under this Condition shall in no event exceed the purchase price of such goods and performance of any one of the above options shall constitute an entire discharge of Britannia Fire Ltd's liability under this warranty.

6.2 If Britannia Fire Ltd elects to replace the goods pursuant to this Condition, Britannia Fire Ltd shall deliver the replacement goods to the Purchaser at Britannia Fire Ltd's own expense at the address to which the defective goods were delivered and the legal title to the defective goods which are being replaced shall (if it has vested the Purchaser re-vest in Britannia Fire Ltd and the Purchaser shall make any arrangements as may be necessary to deliver up to Britannia Fire Ltd the defective goods which are being replaced to Britannia Fire Ltd.

6.3 Britannia Fire Ltd shall be under no liability under the warranty in this Condition;

6.3.1 in respect of any defect arising from wilful damage, negligence, abnormal storage conditions, failure to follow Britannia Fire Ltd's or the manufacturers instructions whichever is appropriate (whether oral or in writing).

6.3.2 If the total price for the goods has not been paid by the due date for payment;

6.3.3 In respect of any type of defect or damage specifically excluded by Britannia Fire Ltd by notice in writing; or

6.3.4 If the Purchaser makes any further use of the goods after giving notice in accordance with this Condition.

6.4 The warranties set out in this document are the only warranties, which shall be given by Britannia Fire Ltd, and all warranties, conditions and other terms implied by statute are expressly excluded.

## 7. Liability

7.1 Subject to Condition 6 above this Condition sets out the entire liability of Britannia Fire Ltd (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of;

7.1.1 any breach of the Conditions or the Contract; and

7.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

7.2 Nothing in the Conditions excludes or limits the liability of Britannia Fire Ltd for death or personal injury caused by Britannia Fire Ltd's negligence, or for fraudulent misrepresentation.

7.3 Liability for any direct loss or damage, which arises out of or in connection with the Contract, shall be limited to the contract value.

7.4 Britannia Fire Ltd shall not be liable to the Purchaser for any loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) or loss or damage (contractual, tortious, breach of statutory duty or otherwise) which arises out of or in connection with the Contract, or for any liability incurred by the Purchaser to any other person for any economic loss, claim for damages or awards howsoever arising from the goods or otherwise.

## 8. Force Majeure

8.1 Britannia Fire Ltd reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the goods ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Britannia Fire Ltd, including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 180 days, the Purchaser shall be entitled to give notice in writing to Britannia Fire Ltd to terminate the Contract.

## 9. Safety and Product Recalls

9.1 The Purchaser shall comply at all times with the written instructions and all written guidelines issued from time to time attached to the goods concerning their storage and use and the Purchaser shall refer its employees and its customers to such instructions and guidelines

9.2 The Purchaser should satisfy itself that the persons responsible for the storage and use of any goods supplied by Britannia Fire Ltd have all the information required on health and safety and Britannia Fire Ltd shall not be liable to the Purchaser in any civil proceedings brought by the Purchaser against Britannia Fire Ltd in respect of a breach of the user instructions or any applicable health and safety legislation or any



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regulations, orders or directions made pursuant to such health and safety legislation in force from time to time or under any directive, regulation, order or other instrument relating to health and safety where such exclusion of liability is permitted by law.

- 9.3 The Purchaser shall keep Britannia Fire Ltd properly informed of all customer complaints concerning the goods and shall comply with any directions of Britannia Fire Ltd in any issues, proceedings or negotiations relating to such complaint.
- 9.4 In the event of any recall of the goods by Britannia Fire Ltd the Purchaser shall co-operate fully and promptly with any steps taken by Britannia Fire Ltd under the Condition below
- 9.5 Britannia Fire Ltd may at its discretion recall any goods already sold by Britannia Fire Ltd to its customers, (whether for a refund or credit or for replacement of the goods which shall in each case be undertaken by Britannia Fire Ltd) and/or issue any written or other notification to its customers about the manner of use of any goods already sold by Britannia Fire Ltd to its customers. The customer agrees to give all reasonable assistance to Britannia Fire Ltd or the manufacturer in resisting any claim, which may arise under any recall of product by Britannia Fire Ltd or the manufacturer of such product.

## 10. Termination

- 10.1 Britannia Fire Ltd may as it thinks fit, (without prejudice to any other rights or remedies it may have against the Purchaser) immediately suspend further performance of the Contract or cancel delivery of the goods or stop any goods in transit or by notice in writing to the Purchaser terminate the Contract without liability to Britannia Fire Ltd if:
- 10.1.1 the Purchaser commits a material breach of any of its obligations under the Contract which is incapable of remedy;
- 10.1.2 the Purchaser fails to remedy a breach of its obligations under the Contract which is incapable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by Britannia Fire Ltd to remedy or desist from such breach within a period of 14 days;
- 10.1.3 any distress execution or diligence is levied upon any of the Purchaser's goods or property and is not paid out within 7 days of it being levied;
- 10.1.4 the Purchaser (being a partnership) or the Purchaser's partner offers to make any arrangements with or for the benefit of the creditors of the Purchaser or the Purchaser's partner generally or there is presented in a relation to the Purchaser or the Purchaser's partner a petition of bankruptcy;
- 10.1.5 the Purchaser (being a limited company) is deemed to be unable to pay its debts within the meaning of Section 123 of the insolvency act 1986 or the Purchaser calls a meeting for the purpose of passing a resolution to wind up its company or such a resolution is passed or the Purchaser presents or has presented a petition to wind up or present or have presented a petition or appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of the Purchaser's business, undertaking, property or assets;
- 10.1.6 the Purchaser ceases, or threatens to cease to carry on business;
- 10.1.7 a secured lender to the Purchaser takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security
- 10.2 Notwithstanding any such termination or suspension in accordance with the above the Purchaser shall pay Britannia Fire Ltd at the contract rate all payments subsisting at the time of termination.

## 11. Product Information

- 11.1 Whilst Britannia Fire Ltd has made every effort to ensure that details and information given in both our printed and online publications are accurate at the time of issue, full technical specifications are not necessarily included and furthermore, Britannia Fire Ltd's policy is one of continuous improvement and the right is reserved to alter details and information as the need arises.
- 11.2 Accordingly, the Purchaser should check any details and information they wish to rely on with Britannia Fire Ltd at the time of purchase Britannia Fire Ltd cannot accept liability in respect of any errors or omissions herein contained or for any loss or damage, malfunction or consequential loss arising from reliance upon our publication.

## 12. Colour Reproduction

- 12.1 The colour reproduction featured in both our printed or online publications are as accurate as the printing or electronic process will allow.

## 13. Britannia Fire Ltd Disclaimer

- 13.1 Any products shown in both our printed or online publications do not represent endorsement by Britannia Fire Ltd of any other products, services or organisation.

## 14. Assignment

- 14.1 The Purchaser shall not be entitled to assign the Contract or any part of it without the prior written consent of Britannia Fire Ltd.
- 14.2 Britannia Fire Ltd may assign the Contract or any part of it to any person, firm or company.

## 15. Data Protection

- 15.1 Britannia Fire Ltd will at the times comply with its obligations under the Data Protection Act 1998

## 16. General

- 16.1 Each right or remedy of Britannia Fire Ltd under the Contract is without prejudice to any other right or remedy of Britannia Fire Ltd whether under the Contract or not.
- 16.2 Each party agrees to keep secret and confidential all information obtained or disclosed as a result of the relationship of the parties under the Contract.
- 16.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability or unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 16.4 Failure or delay by Britannia Fire Ltd in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.



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- 16.5. Any waiver by Britannia Fire Ltd of any breach of, or any default under, any provision of the Contract by the Purchaser will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 16.6. The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 16.7. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

### **17. All Rights Reserved**

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- 17.2 Such written permission must be obtained before any part of this publication is stored in a retrieval system of any nature.
- 17.3 All prices are subject to VAT. All prices are subject to alteration without notice. We reserve the right to amend the Conditions, which are subject to confirmation at the time of application.

Terms and Conditions August 2009

Amendments: para 5.9 Jan 2010