

BACA Workwear & Safety General Conditions of Sale**1. Interpretation**

1.1. In these Conditions the following definitions apply:

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| Business Day | means a day other than Saturday, Sunday and public holidays; |
| Buyer | means the person[s] or firm who purchases Goods from the Seller identified and whose details are set out in the Order; |
| Conditions | means the terms and conditions set out in this document; |
| Contract | means the agreement between the Seller and the Buyer for the sale and purchase of Goods incorporating these Conditions; |
| Delivery Location | means the address for delivery of the Goods as set out in the Order; |
| Force Majeure | means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required by for performance of the Contract, except any party's failure to pay shall not be an event of Force Majeure in any event; |
| Goods | means the goods and related accessories, spare parts and documentation and other deliverables set out in the Order and to be supplied by the Seller to the Buyer; |
| Order | means the Buyer's order for the Goods from the Seller |
| Seller | means BACA Safety & Workwear, Clayfield Close, Moulton Park Industrial Estate, Northampton NN3 6QN |
| Specification | means the description or specification of the Goods set out in the Order. However exact colour matches to swatches or similar cannot be guaranteed and minor changes shall be deemed to meet the Specification |
| Value Added Tax or VAT | means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods. |
| Year | means a consecutive period of 12 months commencing on 1st January and each consecutive period of 12 months thereafter. |

1.2. Unless the context otherwise requires:

- 1.2.1. each gender includes the others;
- 1.2.2. the singular includes the plural and vice versa;
- 1.2.3. references to the Contract include these Conditions and the Order;
- 1.2.4. references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.2.5. clause headings do not affect their interpretation;
- 1.2.6. general words are not limited by example; and
- 1.2.7. references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. Application of these terms and conditions**Registered Office:**

BACA Workwear & Safety Ltd
Clayfield Close, Moulton Park,
Northampton, NN3 6QN

T 01604 499 400
E sales@bacasafety.co.uk
W www.bacasafety.co.uk

 www.linkedin.com/company/baca-safety-ltd

Registered in England & Wales Number: 07035020

- 2.1. These Conditions apply and form part of the Contract between the Seller and the Buyer. They supersede any previously issued terms and conditions of supply.
- 2.2. No terms or conditions endorsed on, delivered with, or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract.
- 2.3. No variation of these Conditions or to an Order, or to a quotation from the Seller will be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Seller.
- 2.4. Each Order by the Buyer to the Seller will be deemed to be an offer to purchase Goods and subject to these Conditions.
- 2.5. The Seller reserves the right at all times to reject any Order, in whole or in part, at its sole discretion.
- 2.6. Any quotation by the Seller for the provision of Goods will be deemed to be:
 - 2.6.1. an invitation to treat (and shall not be an offer) by the Seller to supply Goods on and subject to these Conditions; and
 - 2.6.2. will be valid for 28 days only from the date of issue.
- 2.7. A Contract will be formed upon the earlier to occur of:
 - 2.7.1. written acceptance by the Seller of the Buyer's Order; or
 - 2.7.2. the execution of a specific written agreement by both the Seller and the Buyer.
- 3. Price**
- 3.1. The price for the Goods will be as set out in the Order or in default of such provision will be calculated in accordance with the Seller's standard scale of charges in force on the date of formation of the Contract.
- 3.2. The price:
 - 3.2.1. does not include *delivery, etc*, except where stated and
 - 3.2.2. does not include Value Added Tax which will be charged in addition at the then applicable rate.
- 3.3. The Seller reserves the right to increase the price for any undelivered Goods:
 - 3.3.1. by giving 30 days' written notice to the Buyer, such increase to take effect in respect of any relevant Goods delivered after the expiry of such notice; or
 - 3.3.2. with immediate effect by written notice to the Buyer, where such increase arises as a consequence of any increase in the direct cost to the Seller of supplying the relevant Goods which is due to any factor beyond the control of the Seller.
- 3.4. If the Buyer does not agree with any increase in the price notified in accordance with clause 3.3 then the Buyer may terminate the Contract in respect of any undelivered Goods by giving the Seller 30 days' notice, such notice to expire no earlier than the date on which the price increase was due to take effect provided always that the Buyer shall accept delivery (and shall, where applicable pay the increased price for) any Goods referred to in clause 3.3.2 in respect of which the Seller had (at or prior to the time of receiving such notice) entered into an irrevocable commitment to purchase or subcontract from any third party.
- 4. Payment**
- 4.1. The Seller shall issue its invoice for the Goods at the point of despatch.
- 4.2. The Buyer will pay all invoices:
 - 4.2.1. in full or by instalments as set out in the Order, without deduction or set-off other than as required by law, in cleared funds by the last Business Day of the month following the date of each invoice save where special arrangements for payment have been agreed, and
 - 4.2.2. to the Seller's nominated bank account specified in the Order.
- 4.3. Time of payment is of the essence. Where sums due hereunder are not paid in full by the due date:
 - 4.3.1. the Seller may, without limiting its other rights, charge interest on such sums at 5% a year above the base rate of Barclays Bank Plc from time to time in force, and
 - 4.3.2. interest will accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

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4.3.3. The Seller may refuse to deliver any further Goods until payment has been made.

4.4. VAT will be charged by the Seller and paid by the Buyer at the then applicable rate.

5. Credit limit

The Seller may set and vary credit limits from time to time and withhold all further supplies if the Buyer exceeds such credit limit.

6. Delivery

6.1. The Goods will be:

6.1.1. delivered by or for the Seller to the Delivery Location on the date[s] specified in the Order; or

6.1.2. made available for collection by the Buyer at the Seller's, or carrier's as the case may be, premises set out in the Order or if no time is specified for delivery then 28 days from point of Order (subject to availability). The Buyer will collect the Goods within the period specified in the Order.

6.2. The Goods will be deemed delivered:

6.2.1. if delivered by or for the Seller under clause 6.1.1, on completion of unloading of the Goods at the Delivery Location;

6.2.2. if collected by the Buyer under clause 6.1.2, on completion of loading at the Seller's, or carrier's as the case may be, premises.

6.3. The Goods may be delivered by instalments if provided in the Order. Any delay in delivery or defect in an instalment will not entitle the Buyer to cancel any other instalment.

6.4. Delivery of the Goods, or part thereof, will be accompanied by a delivery note stating:

6.4.1. the date of the Order;

6.4.2. the relevant Buyer and Seller details;

6.4.3. the product numbers and type and quantity of Goods in the consignment;

6.4.4. any special handling and other instructions; and

6.4.5. The Seller will use its reasonable endeavours to meet delivery dates but such dates are approximate only, and time of delivery is not of the essence.

6.5. The Seller will not be liable for any delay in or failure of delivery caused by:

6.5.1. the Buyer's failure to: (i) make the Delivery Location available, (ii) prepare the Delivery Location in accordance with the Seller's instructions or as required for delivery or (iii) provide the Seller with adequate instructions, for delivery;

6.5.2. the Buyer's failure to collect the Goods from the Seller's premises; or

6.5.3. an event of Force Majeure.

6.6. If the Buyer fails to accept delivery of or collect the Goods as provided in clause 6.1.1 or 6.1.2 on the date or within the period set out in the Order

6.6.1. delivery of the Goods will be deemed to have occurred at 10 am on the second Business Day following such date or the last day of such period; and

6.6.2. the Seller will store and insure the Goods pending delivery, and the Buyer will pay reasonable storage and insurance charges at the Seller's then-applicable rate.

6.7. If 5 Business Days following the due date for delivery or collection or the last day of the period for delivery or collection of the Goods, the Buyer has not taken delivery of or collected them, the Seller may resell or otherwise dispose of the Goods. The Seller will:

6.7.1. deduct reasonable storage charges and costs of resale; and

6.7.2. pursue the Buyer for the price of the Goods.

7. Title and risk

7.1. Risk in the Goods will pass to the Buyer on delivery under clause 6.1.

7.2. Title to the Goods will pass to the Buyer once the Seller has received payment in full for the Goods.

7.3. Until title to the Goods has passed to the Buyer, the Buyer will:

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- 7.3.1. hold the Goods as bailee for the Seller;
 - 7.3.2. store the Goods separately from all other material in the Buyer's possession;
 - 7.3.3. take all reasonable care of the Goods and keep them in reasonable condition;
 - 7.3.4. insure the Goods: (i) with a reputable insurer (ii) from the date of delivery (iii) against all risks (iv) for an amount at least equal to the price (v) noting the Seller's interest on the policy;
 - 7.3.5. ensure that the Goods are clearly identifiable as belonging to the Seller;
 - 7.3.6. not remove or alter any mark on or packaging of the Goods;
 - 7.3.7. inform the Seller as soon as possible if it becomes subject to any of the events set out in clause 12.1; and
 - 7.3.8. provide the Seller such information concerning the Goods as the Seller may request from time to time.
- 7.4. Notwithstanding clause 7.3, the Buyer may use or resell the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clause 12.1 is or is likely to occur.
- 7.5. If, at any time before title to the Goods has passed to the Buyer, the Buyer informs the Seller, or the Seller reasonably believes, that the Buyer has or is likely to become subject to any of the events specified in clause 12.1, the Seller may:
- 7.5.1. require the Buyer at the Buyer's expense to return the Goods to the Seller; and
 - 7.5.2. if the Buyer fails to do so promptly, enter any premises where the Goods are stored and repossess them.
- 8. Warranty**
- 8.1. The Seller warrants that (fair wear and tear excepted) for a period of 6 months from delivery (the **Warranty Period**), the Goods will:
- 8.1.1. conform in all material respects to their description and/or the Specification;
 - 8.1.2. be free from material defects in design, material and workmanship;
 - 8.1.3. be of satisfactory quality within the meaning of the Sale of Goods Act 1979, as amended.
 - 8.1.4. be fit for any purpose held out by the Seller or as set out in the Order.
- 8.2. The Seller will, at its option, repair, replace or refund the price of defective Goods, provided that and subject to clause 8:
- 8.2.1. the Buyer informs the Seller in writing during the Warranty Period and promptly on discovery that some or all of the Goods do not comply with clause 8.1;
 - 8.2.2. the Buyer gives the Seller a reasonable opportunity to examine the defective Goods;
 - 8.2.3. the Buyer returns the defective Goods to the Seller at the Buyer's expense.
- 8.3. These Conditions will apply to any Goods repaired or replaced under clause 8.2.
- 8.4. The Seller will not be liable for any failure of the Goods to comply with clause 8.1:
- 8.4.1. where such failure arises by reason of fair wear and tear, wilful damage, negligence, abnormal working conditions, or could be expected to arise in the normal course of use of the Goods;
 - 8.4.2. to the extent caused by the Buyer's failure to comply with the Seller's instructions in relation to the Goods, including any instructions on installation, operation, storage and maintenance;
 - 8.4.3. to the extent caused by the Seller following any specification or requirement of the Buyer in relation to the Goods;
 - 8.4.4. where the Buyer modifies any Goods without the Seller's prior written agreement or, having received such agreement, not in accordance with the Seller's instructions; or
 - 8.4.5. where the Buyer uses any of the Goods after notifying the Seller that it does not comply with clause 8.1.

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8.5. Except as set out in this clause 8:

- 8.5.1. the Seller gives no warranty in relation to the Goods; and
- 8.5.2. will be under no liability for their failure to comply with the warranty in clause 8.1.

In particular, the conditions implied by ss 13–15 of the Sale of Goods Act 1979 are expressly excluded.

9. Obligations of the Buyer

9.1. The Buyer will:

- 9.1.1. place all Orders on these Conditions and ensure that the contents of any Order are complete and accurate;
- 9.1.2. ensure that the Specification which it provides is complete and accurate and contains all information the Seller may require;
- 9.1.3. co-operate fully with the Seller in relation to delivery or collection of the Goods.

10. Liability

10.1. The Seller does not exclude its liability:

- 10.1.1. for death or personal injury caused by its negligence; or
- 10.1.2. for breach of the terms implied by s 12 of the Sale of Goods Act 1979 and by s 2 of the Supply of Goods and Services Act 1982; or
- 10.1.3. for defective products under the Consumer Protection Act 1987; or
- 10.1.4. for fraud or fraudulent misrepresentation.

10.2. Neither party will be liable for:

- 10.2.1. loss of data or use
 - 10.2.2. any form of indirect, consequential or special loss; or
 - 10.2.3. any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect;
- and, in each case, however arising.

10.3. Other than as set out above, the Seller limits its liability (however arising) in respect of or in connection with the Goods and otherwise in connection with the Contract, to 100% per cent of the total price of Goods.

11. Force Majeure

11.1. Neither party will be liable if delayed in or prevented from performing its obligations due to an event of Force Majeure, provided that it:

- 11.1.1. promptly notifies the other of the event of Force Majeure and its expected duration; and
- 11.1.2. uses reasonable endeavours to minimise the effects of that event.

11.2. If, due to an event of Force Majeure, either party:

- 11.2.1. is or will be unable to perform a material obligation; or
- 11.2.2. is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days then the other party may terminate the Contract on immediate written notice or the parties will, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

12. Termination

12.1. The Contract may be terminated forthwith at any time by the Seller on written notice to the Buyer if:

- 12.1.1. the Buyer commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or if capable of remedy is not remedied within 15 days of written notice to do so;
- 12.1.2. the Buyer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due;

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- 12.1.3. the Buyer (a) negotiates with its creditors for rescheduling of its debts, (b) makes a proposal to or compounds with its creditors in respect of its debts other than solely by way of solvent amalgamation or reconstruction or (c) makes an application to court for protection from its creditors generally;
- 12.1.4. the Buyer passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the other, or a winding-up order is made in relation to the other than solely in relation to a solvent amalgamation or reconstruction;
- 12.1.5. a receiver or administrative receiver may be or is appointed in relation to the Buyer or any of its assets;
- 12.1.6. any creditor of the Buyer attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the Buyer's assets, and such attachment or process is not discharged within 14 days;
- 12.1.7. the Buyer takes or suffers any action similar to any of the above in any jurisdiction;
- 12.1.8. there is a material change in the management, ownership or control of the Buyer;
- 12.1.9. the Buyer suspends trading, ceases to carry on business, or threatens to do either;
- 12.1.10. the Buyer (being an individual) dies or ceases to be capable of managing his own affairs; or
- 12.1.11. the Buyer is subject to an event of Force Majeure under clause 11.
- 12.2. In addition to its rights under clause 12.1 the Seller may terminate the Contract at any time immediately on written notice to the Buyer if the Buyer has failed to pay any amount due under the Contract on the due date.
- 12.3. On termination of the Contract for any reason:
- 12.3.1. Where the Buyer has an account with the seller the Buyer will, within 10 Business Days, pay all invoices of the Seller then outstanding and not disputed in good faith. Where the Buyer does not have an account with the Seller the Goods shall be paid for in full prior to despatch or collection;
- 12.3.2. the Seller will, within 30 Business Days, invoice the Buyer for all Goods delivered or provided but not yet invoiced and the Buyer will pay such invoice within a further 10 Business Days of the date of such invoice (unless the invoice is disputed in good faith);
- 12.3.3. Buyer will within 5 Business Days return any materials or equipment of the Seller then in its possession or control; if it fails to do so, the Seller may enter onto any premises owned by or under the control of them and take possession of them;
- 12.3.4. the accrued rights and liabilities of the parties will not be affected; and
- 12.3.5. any clause which expressly or by implication are to survive termination will do so.
- 13. Returned Goods**
- Under the Consumer Rights Act 2015, the Supplier endeavours to supply customers with goods of a satisfactory quality, which are fit for purpose. If any goods do not meet with the terms of the contract, the BACA Returns Policy applies as follows:
- 13.1. The Supplier will not accept the return of goods for any reason unless a valid receipt and prior agreement has been supplied from the Supplier via email or phone
- 13.2. The Buyer must notify the Seller within 3 working days from the date of delivery, of their intention to return the goods
- 13.3. The Buyer must return the goods within 5 working days from the delivery of the goods
- 13.4. Goods must be undamaged, in the original packaging with all labelling intact and suitable for resale. Goods that have been modified specifically at the buyer's request cannot be returned. Similarly bought to order goods are not eligible for return
- 13.5. In the instance of faulty goods, the Customer must notify the Seller of the alleged defect in writing within 5 working days of receipt of the goods and allow the Seller to collect and inspect the goods within a reasonable amount of time. If the Buyer believes that the Goods may have been damaged in transit the Buyer must notify the Seller within 3 business days of receipt
- 13.6. The Seller agrees to replace the goods or issue a credit note if goods are deemed defective.
- 13.7. The Seller shall not be liable under the warranty, in the instance of any of the following events:

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- 13.7.1. Any goods which are deemed faulty as a result of the Buyer's wilful damage, negligence or inadequate storage provisions.
- 13.7.2. In the instance of the Buyer's failure to follow manufacturer instructions.
- 13.7.3. If total price of the goods has not been paid by the Buyer on time.
- 13.7.4. If the Buyer continues to use the goods after issuing a faulty notice to the Seller.
- 13.7.5. In respect to any defect or damage specifically excluded by the Seller in writing.
- 13.7.6. Collection will be made only with valid collection note and a reasonable fee will be charged if collection is required and Goods exchanged or returned for any reason will incur a 10% handling charge (save in the case of defective Goods).

14. General**14.1. Time**

Unless stated otherwise, time is not of the essence of any date or period specified in these Conditions, the Order or otherwise in the Contract.

14.2. No set-off

All payments by the Buyer will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless a party is compelled by law to deduct or withhold any such amounts, in which case it will pay to the other such additional amount as will ensure that the other is paid the full amount it would have received but for such deduction or withholding.

14.3. Relationship

The parties are independent businesses and not principal and agent, partners, or employer and employee.

14.4. Severability

If any part of the Contract is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Contract and the remaining provisions of the Contract will otherwise remain in full force.

14.5. Notices

Notices under the Contract will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:

- 14.5.1. by first-class post: two Business Days after posting;
- 14.5.2. by airmail: seven Business Day after posting;
- 14.5.3. by hand: on delivery;
- 14.5.4. by facsimile: on receipt of a successful transmission report from the correct number; and
- 14.5.5. by e-mail: on receipt of a delivery or read receipt mail from the correct address.

14.6. Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

14.7. Rights of Third Parties

The Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.8. Priority

In the event of conflict, the terms of these Conditions prevail over those of the Order.

14.9. Entire Agreement

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply save where specific terms apply to particular promotions
Succession

The Contract will bind and benefit each party's successors and personal representatives.

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14.10. **Governing Law & Jurisdiction**

- 14.10.1. The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 14.10.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

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