

## General Terms and Conditions

### Terms and Conditions of Delivery and Payment

**These terms and conditions (“the Conditions”) set out the terms on which Blickle Castors and Wheels Ltd., Milton Keynes, UK (“the Company”) supplies all goods and services to its customers (“the Customers”). No variation to the Conditions will be binding on the Company unless set out in writing and accepted in writing by an authorized representative of the Company. The Conditions supersede all earlier sets of terms and conditions and apply to every contract made between the Company and its Customers for the supply of goods and the provision of services.**

#### 1. Applicability

Unless otherwise expressly agreed by the Company in writing, these Conditions shall apply to all contracts for the supply of goods and the provision of services entered into by the Company with any Customer. No servant or agent of the Company acting on his own should have the power to alter or in any way vary the Conditions. Any attempt by the Customer to vary the Conditions or to substitute alternative conditions whether in writing or otherwise shall be of no effect.

#### 2. Offers, Documents

All offers made by the Company are not binding. Technical data in brochures, catalogues, printed matter, advertisements, circulars and price lists represent the status at the time of printing and are approximations. The documentation comprised by the offer does not constitute a warranty of quality or of durability. They merely serve to present a general idea of the goods described therein, and may not be passed to third parties.

#### 3. Orders, Special Design Quantity Deviations

All orders are binding by the Customer. The Company is bound only by its written confirmation. The Company may vary designs and specifications or modify the goods supplied without prior notice, provided such modifications do not adversely affect the performance of the goods. In the case of special designs, deviations of up to +/- 10% in the total delivery quantity are permitted with a corresponding adjustment to the total purchase price.

#### 4. Price and Payment

(1) Save where expressly stated all prices quoted are exclusive of value added tax.  
(2) The full amount of VAT shall be paid at the same time as payment is made for related goods.  
(3) Unless otherwise agreed, all prices are net and shall not be subject to any

discount. Accounts shall be due for payment not later than 30 days after the date the invoice has been received by the Customer (“the Due Date”). Time for payment shall be of the essence.

(4) If payment remains outstanding after the Due Date the Company may withhold further deliveries of the goods and/or:  
(4.1) charge the Customer interest on outstanding sums at the rate of 8% per annum above the Bank of England base lending rate from the Due Date until payment in full is received in cleared funds from entrepreneurs; respectively 4% per annum above the Bank of England base lending rate from the Due Date until payment in full is received in cleared funds from consumers. These terms are without prejudice to any other rights that the Company may have; and/or  
(4.2) terminate the contract in whole or in part and seek to cover damages for breach of contract.

#### 5. Delivery Date

Any dates quoted for delivery are estimates only and time shall not be of the essence of the contract.

#### 6. Force Majeure

The Company shall be under no liability if it is unable to carry out any order (including delays and delivery) for any reason beyond its control including, without prejudice to the generality of the forgoing, Act of God, fire, inclement or exceptional weather conditions, official or unofficial industrial action, hostilities, shortage of labour, materials, power or other supplies, governmental order or intervention or any other cause whatsoever beyond the Company's control or of an unexpected or exceptional nature.

#### 7. Limitation of Liability

(1) If the goods are or any part thereof is defective solely as a result of faulty materials or workmanship of the Company, the Company's liability shall be limited, at its discretion, either by replacing such goods or the defective part, or by giving the Customer credit for the value.  
(2) No such liability shall arise unless notification of any defect is received by the Company within 7 working days.  
(3) The Company's liability for any loss or damage caused by any defect in the Goods shall be limited to the amount paid or payable by the Customer to the Company for the goods. In no circumstances whatsoever shall the Company be liable for consequential loss and in any event the liability of the Company shall be limited to the cost of replacing the goods supplied by it.  
(4) The Company shall be under no

liability for breach of any of the said conditions and warranties arising from defects in the goods unless a claim has been notified within 12 months from the date the goods were delivered.

#### 8. Transport, Transition of Risk

(1) Any and all risks pass to the Customer as the goods leave our premises. This is also the case when dispatch is carried out with our own means of transport.  
(2) If dispatch is delayed for reasons outside our responsibility, any and all risks pass to the Customer upon readiness for dispatch.  
(3) Should the Customer not take the goods immediately upon delivery, we will store the goods if possible, at the Customer's risk. Such storage of goods does not release the Customer from its payment duty after we have made the goods available.

#### 9. Requirement to inspect and give notice of a defect.

(1) The Customer is required to inspect the goods immediately upon delivery and shall within 7 days from such delivery give notice in writing to the Company of any matter whereof the Customer may allege that the goods are not in accordance with the order.  
(2) Should the Customer fail to give such notice, the goods will be deemed to be in all respects in accordance with the order and the Customer shall be deemed to have accepted the goods accordingly.  
(3) The Customer shall give to the Company written notice of any hidden defects within 14 days of their discovery.

#### 10. Title to Goods

Ownership in any goods supplied by the Company shall not pass to the Customer until payment for such goods has been received by the Company in full. Until the time of actual payment to the Company of the total amount owing in respect of goods the Customer shall hold the goods for the Company as bailee and shall store the goods in such a way as to be clearly identifiable as the property of the Company.

#### 11. Return of Goods

Except for claims resulting from mandatory law, goods may not be returned without the Company's prior written consent and a corresponding agreement between the parties. The Company generally does not accept the return of goods, if a corresponding application is made in writing later than 14 days after the receipt of such goods.  
For the return of goods, the Company reserves the right to charge an adminis-

tration fee of £25 per return in addition to a handling and processing fee of 15% of the total selling price of the returned goods, however, no more than £2,500. The Customer is responsible for the cost of any return for whatever reason other than transit damaged goods.

For a refund or exchange (other than in respect of faulty, transit damaged or otherwise defective goods), the product must be returned in “as new” condition. No returns will be accepted whatsoever for damaged or used goods or for items that are deemed by the Company to be in a non-resalable condition. Please note that for courier companies to accept liability for damage caused in transit, the Company must inform them of any damage within 24 hours of delivery. The Customer shall therefore inform the Company in writing of any damage caused in transit within 20 hours, however, no later than 2 p.m. the following day.

Any claims made after this time but within 5 days will be subject to the Company's discretion and thereafter any such claims may be considered unreasonable. All credits will exclude original delivery charges. The Customer will generally not be able to claim a refund or return, if the goods were a special order to its specification.

#### 12. Applicable Law

All contracts to which these Conditions apply in all respects be governed and construed in accordance with the law of England.

#### 13. Jurisdiction

All disputes will be subject to the jurisdiction of the English courts. Your statutory rights under consumer legislation are otherwise unaffected by the above conditions.

Blickle Castors and Wheels Ltd.  
May 2023