



STANDARD TERMS & CONDITIONS OF SALE

1. General

1.1 In these Conditions, “we”, “us” and “our” mean the member company of the B S Specialist Products Limited Group supplying the goods. “You” means the buyer.

1.2 The B S Specialist Products Limited Group comprises:

- B S Specialist Products Limited
- Corden Hardware Company Limited
- Corden Manufacturing Limited
- D G Scott Limited
- Midway Fencing Contractors Limited

1.3 These Conditions apply to all sales of goods by us and shall prevail over any other terms or conditions contained or referred to in your order or elsewhere, unless specifically agreed in writing by one of our Directors.

1.4 No third party has rights under the Contracts (Rights of Third Parties) Act 1999.

1.5 If any provision is found to be illegal, invalid or unenforceable, it shall be deemed severable and the remainder shall continue in full force.

1.6 Headings are for reference only and do not affect interpretation.

1.7 Any typographical or clerical error may be corrected without liability.

2. Quotations and Estimates

2.1 A quotation is an invitation to treat and not an offer. We may withdraw or amend any quotation at any time prior to accepting your order.

2.2 Acceptance occurs when we begin to process your order.

2.3 You acknowledge that you do not rely on any representations made by our employees or agents. You are responsible for determining suitability and quantities.

3. Price

3.1 Prices are based on our current price list or the price stated in a valid quotation.

3.2 We may revise prices at any time to reflect increases in costs, duties, taxes, or exchange rates.

3.3 Prices exclude VAT.

3.4 Unless otherwise agreed, delivery charges apply.

4. Terms of Payment

4.1 Credit accounts may be offered at our discretion. Payment is due by the last day of the month following delivery.

4.2 For non credit transactions, payment is due with order or on delivery.

4.3 You may not withhold or off set payments.

4.4 If you do not pay on time, we may:

- cancel or suspend deliveries
- allocate payments as we see fit
- charge interest at 4% above NatWest base rate
- recover all costs and expenses incurred

4.5 You must notify us of any change in business structure if you wish to retain credit facilities.

5. Delivery

5.1 Delivery occurs when goods are ready for unloading at your address or when collected from our premises.

5.2 Delivery dates are approximate and may be subject to change. We are not liable for delays.

5.3 If access is unsuitable, delivery will be made to the nearest safe point.

5.4 You must provide labour and equipment for unloading unless otherwise agreed.

5.5 If you do not take delivery, we may store goods at your risk and charge for storage.

5.6 If the Buyer does not provide written notice of non-delivery or short delivery within 7 days, delivery shall be deemed to have occurred.

6. Risk and Title

6.1 Risk passes on delivery.

6.2 Title remains with us until all sums due are paid in full.

6.3 Until title passes, you must:

- store goods separately
- keep them insured
- not remove identifying marks
- notify us of any insolvency event
- allow access for inspection or recovery

6.4 You may resell goods in the ordinary course of business, but proceeds are held on trust for us.

6.5 Your authority to resell ends immediately upon insolvency or written notice.

7. Liability

7.1 You must inspect goods upon delivery and notify us of defects within:

- 2 working days for visible defects
- 2 working days after discovery for hidden defects

7.2 Our liability is limited to repair, replacement, or refund.

7.3 We are not liable for:

- loss of profits
- loss of business
- loss of goodwill
- indirect or consequential loss
- delays in delivery

7.4 Nothing limits liability for death, personal injury, fraud, or title.

8. Measures

8.1 Goods may be supplied in metric or imperial sizes and charged accordingly.

9. Cancellation of Orders

9.1 We may accept or reject cancellations at our discretion.

9.2 Goods that are bespoke, specially made, customised, specially ordered/sourced, perishable, time sensitive, or liable to deteriorate cannot be cancelled.

9.3 Refunds are not usually permitted. Any refund or credit is granted solely at our discretion.

9.4 Where cancellation is accepted, charges may apply.

10. Return of Goods

10.1 We may accept or reject returns at our discretion.

10.2 Refunds are not usually permitted and any refund or credit is granted solely at our discretion.

10.3 A re-stocking and handling charge will apply to all accepted returns.

10.4 Goods that are perishable, time sensitive, specially made, customised, or specially ordered/sourced are non-cancellable and non-returnable. The buyer remains liable for full payment for these goods in all circumstances.

10.5 Returned goods must be unused, resaleable, and accompanied by proof of purchase.

11. Force Majeure

11.1 We are not liable for delays caused by events beyond our control.

12. Insolvency

12.1 If you become insolvent, we will suspend deliveries and may terminate the contract immediately.

13. Non Waiver

13.1 Failure to enforce any right does not constitute a waiver.

14. Health & Safety

14.1 You must ensure safe handling, storage, and use of goods.

15. Notices

15.1 Notices must be in writing and are deemed delivered:

- 2 days after posting
- next working day if sent by email

16. Governing Law

16.1 English law applies unless goods are delivered in Scotland, in which case Scottish law applies.