

Barum & Dewar - Standard Terms and Conditions of Sale**1) Definitions**

<u>Buyer</u>	the person who buys or agrees to buy the goods from the seller.
<u>Conditions</u>	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
<u>Goods</u>	the articles and, where applicable, any related digital “deliverables” (such as drawings, specifications, and documentation)
<u>Price</u>	the price for the goods, excluding VAT and any carriage, packing and insurance costs.
<u>Seller –</u>	Barum & Dewar Ltd, Two Rivers Ind Estate, Braunton Road, Barnstaple, Devon EX31 1JY

2) Conditions

2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2 All orders for goods shall be deemed to be an offer by the buyer to purchase Goods from the Seller pursuant to these conditions.

2.3 Acceptance of delivery of the goods shall be deemed to be conclusive evidence of the buyer's acceptance of these conditions.

2.4 These conditions may not be varied except by the written agreement of a senior representative of the Seller.

2.5 These conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3) Price

The Price shall be the price quoted on the seller's acknowledgement of order or in the absence of a formal order acknowledgement, the price quoted in the seller's quotation. The Price is exclusive of VAT which shall be due at the rate in force on the date of the seller's invoice. Any price variation must be agreed in writing with the Seller.

The Price is exclusive of any trade tariffs or duties that may be imposed and outwith the control of Barum & Dewar at any time.

4) Payment and Interest

4.1 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice for Approved Account holders. For Non-Approved Account holders payment will be in advance with order.

4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before judgment.

4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off.

5) Goods

The quantity and description of the Goods shall be as set out in the Seller's Acknowledgement of order.

6) Warranties

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the Acknowledgement of order.

Barum & Dewar Limited

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Dollar, FK14 7LB
Scotland

A B&D Group Company
Company Registration No. SC168649
Registered office: 12 Hope Street,
Edinburgh, EH2 4DB, Scotland

7) Delivery of the Goods

7.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.

7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

8) Acceptance of the Goods

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

8.2 The Buyer shall carry out a thorough inspection of the Goods within 48 hours of delivery. The Buyer shall give written notification to the Seller within 48 hours of delivery of the Goods of any defects which a reasonable examination would have revealed.

8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9) Title & Risk

9.1 Risk shall pass on delivery of the Goods to the Buyer's address or when collected by the Buyer.

9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller

9.4 The Seller may at any time before title passes and without any liability to the Buyer:

9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and

9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

10) Packing and Carriage of the Goods

Packing and Carriage will be chargeable on all sales unless the goods are to be collected by the Buyer – Packing remains to be charged.

11) Limitation of Liability

11.1 The obligations and liabilities of the seller in respect of the description of the Goods, the quality of the Goods or their fitness for purpose are limited to those which are expressly stated in 6 and 8 above.

11.2 Except as provided for in 7 above neither party shall be liable to the other for any indirect or consequential loss or damage, loss of profit, loss of use or production, or of contracts which the other may suffer arising from breach by a party of its obligations under the contract and whether the same be due to the negligence of that party or not.

11.3 The Seller shall not be liable for any claims arising from the use of the Goods or Deliverables in a manner contrary to guidance or for any infringement resulting from the Buyer's specific instructions, drawings, or designs.

12) Force Majeure

Neither party shall be liable to the other for its failure to perform any of its obligations under the contract to the extent that such failure is as a result of circumstances beyond its reasonable control provided that the other party is notified in writing of such circumstances by the party affected as soon as they become aware of their occurrence.

13) Set-Off

The buyer shall not be entitled to exercise any right of set-off or counter claim.

14) Law

The contract shall in all respects be governed by and interpreted in accordance with English Law. All disputes arising under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

15) Intellectual Property and Design Charges

15.1 All intellectual property rights, including but not limited to copyright, design rights and moral rights, in any drawings, schematics, designs, specifications, calculations, or other documentation or materials (the "Deliverables") created or provided by the Seller in connection with the Goods shall remain the property of the Seller unless expressly assigned in writing.

15.2 The Buyer shall not remove or alter any proprietary notices, trademarks, or copyright marks included in the Deliverables.

15.3 Any third-party materials incorporated into the Deliverables remain subject to the terms of their respective licence agreements. The Buyer agrees to comply with all such licence terms.

15.4 The Seller asserts its moral rights under the Copyright, Designs and Patents Act 1988 to be identified as the author of the Deliverables and to object to derogatory treatment of the work.

15.5 Any fees or charges levied for design, development, engineering, or drafting services are for the time and expertise involved and do not constitute a sale, transfer, or assignment of any intellectual property rights, including copyright or design rights, in the associated materials or deliverables. Ownership of all such rights shall remain with the Seller unless expressly agreed otherwise in writing.

16) Confidentiality

Each party agrees to keep confidential and not disclose to any third party, without the prior written consent of the other, any confidential information received in connection with the Goods or Deliverables, except as required by law

17) Export Control & Sanctions Compliance

The Buyer shall ensure that the Goods or Deliverables are not exported, transferred, or re-exported in violation of UK export control or trade sanctions laws. The Seller reserves the right to withhold supply where such risk exists.

18) Electronic Communication

The parties agree that communications and documentation exchanged electronically shall be deemed valid and enforceable, including emails and digitally signed purchase orders

July 2025

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