



Terms & Conditions

1. Definitions

1.1 In these Conditions:

"Bespoke Goods" means Goods which are to be manufactured in accordance with a specification supplied by the Customer or Goods which are not listed or included in the usual range of Goods in the Company's catalogues or on its website(s) and which are specially ordered by the Company for the Customer.

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Company and the Customer. These Conditions are the "Standard Trading Conditions" which may be referred to in the Company's invoices and literature.

"Company" means Springfield Of Burton Limited trading as itself or collectively as Springfields and/or any parent or subsidiary company thereof.

"Contract" means the contract between the Company and the Customer for the purchase and sale of the Goods in accordance with these Conditions.

"Customer" means the person, firm or company to whom the Company supplies or agrees to sell Goods (hereinafter called "the Goods").

"Goods" means the goods (or any part of them) set out in the Order.

"Order" means the Customer's order for the Goods, including, but not limited to, any orders placed via the Customer's purchase order form, via the Company's website(s), via email, via telephone, via the Company's representative ordering system, via EDI, via fax, via telephone or by any other means.

"Recipient" means the person, firm, company, corporation or public authority to whom the Goods are delivered upon the Customer's instructions (whether expressly or by implication) when it is not the Customer.

"Writing" includes letters, facsimile transmission, electronic mail and comparable means of communication.

2. Basis of Contract

2.1. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. A quotation for the Goods given by the Company shall not constitute an offer.

2.2. The Order shall be deemed to be accepted and the Contract comes into being when the Order is accepted by the Company, or if earlier, the Company takes any action to begin fulfilling the Order.

2.3. Unless specifically agreed in Writing these Conditions are incorporated into all Contracts for the supply of Goods and any other conditions or terms, including any which are implied by law, trade custom, practice or course of dealing, (except statutory conditions or terms) are hereby excluded to the fullest extent permitted by law.

2.4. These Conditions override and supersede any conditions of purchase imposed or stipulated by the Customer, unless and to the extent that such conditions of the Customer have been specifically agreed in Writing by the Company.

2.5. Notwithstanding that the Customer requests Goods to be delivered to a Recipient the Company and Customer agree that this Contract is made and applies between the Company and the Customer and that the Recipient is not a party to the Contract and has no rights hereunder. The Customer is responsible to the relevant Recipient for the sale of the Goods from the Customer to the Recipient (including to be responsible for compliance with all laws, regulations and restrictions (including, but not limited to age restrictions) relating to the Goods or the supply of the Goods to the Recipient) and all after-sales matters relating to the supply of the Goods to the Recipient by the Customer.

2.6. The Goods the subject of this Contract are intended for use by the Customer and not for re-sale within the United Kingdom.

2.7. The Customer shall indemnify the Company against all liabilities, costs, expenses, fines, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs) (calculated on a full indemnity basis) suffered or incurred by the Company arising out of or in connection with:

(a) any claim made against the Company by a Recipient in respect of or due to any breach by the Customer of this Contract or any breach by the Customer of any applicable laws, regulations or restrictions;

This clause 2.7 shall survive termination or expiry of the Contract.

2.8. Nothing in these Conditions shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999.

2.9. The Company reserves the right to implement, modify or override, on reasonable notice, any carriage policy which it may adopt and publish from time-to-time. 2.10. The Company makes every reasonable effort to ensure that the information and descriptions contained in any advertising material for which it is responsible are correct as at the time of going to press. Such material is intended, however, only as a guide and for the sole purpose of giving an approximate idea of the Goods referred to in them. In particular, such information and descriptions shall not form part of the Contract nor have any contractual force and neither the Company nor its suppliers nor its agents shall be held liable for any inaccuracies of definition, colour, description, illustration (whether photographic or otherwise) or pricing and the Company's policy of continuous improvement determines its right to change specifications and/or prices on reasonable notice.

2.11. The Company also reserves the right to make any changes in the specification of the Goods if required to conform with any applicable UK statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

2.12. Once accepted by the Company, an Order may be cancelled only with the agreement in Writing of the Company and on the terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company in connection with or as a result of cancellation.

2.13. Where the Customer provides a specification for the Goods to the Company, the Customer is responsible for ensuring that such specification is complete and accurate.

2.14. To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of such specification. This clause 2.14 shall survive termination or expiry of the Contract.

3. Risk and Title to Goods

3.1. The risk of loss, destruction or damage to the Goods or any of them shall pass to the Customer:

(a) in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery (including where the Goods or any of them are delivered to the Recipient) or, if the Customer (or, if applicable, the Recipient) fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods and the Customer shall hold the Company fully indemnified in respect thereof; or

(b) in the case of Goods to be delivered by way of collection from the Company's premises, at the time when the Customer signs for and collects the Goods.

3.2. Save in respect of Bespoke Goods, if the Customer is to collect the Goods from the Company's premises and the Customer fails to collect them within 5 working days after the day on which the Company notified the Customer that the Goods were ready for delivery, the Company may resell or otherwise dispose of part or all of the Goods. If the relevant Goods are Bespoke Goods and the Customer is to collect such Bespoke Goods from the Company's premises and the Customer fails to collect them within 5 working days after the day on which the Company notified the Customer that the Bespoke Goods were ready for delivery, then delivery of the Bespoke Goods shall be deemed to have been completed at 9.00 am on the 6th working day after the day on which the Company notified the Customer that the Bespoke Goods were ready and the Company shall be entitled to charge the Customer for the Bespoke Goods and charge the Customer reasonable storage costs.

3.3. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the earlier of:

(a) the Company has received in cash or cleared funds payment in full of the price of the Goods and of the price of any other goods supplied by the Company and of any other monies due from the Customer to the Company on any account for which payment is then due, in which case title to the Goods shall pass at the time of payment of all such sums; and

(b) the Customer uses (in its ordinary course of business) the Goods, in which case title to the Goods shall pass to the Customer immediately before the time at which resale by the Customer occurs

3.4. Until such time as the property in the Goods passes to the Customer, the Customer shall keep the Goods separate from those of the Customer and of third parties and (all at the Customer's cost) properly stored, protected, maintained in a satisfactory condition and insured and (to the extent possible taking into account the nature of the Goods) identified as the Company's property.

3.5. Until such time as the property in the Goods passes to the Customer, the Company:

(a) may by notice in writing, terminate the Customer's right to resell the Goods or use them in the ordinary course of its business; and

(b) shall be entitled at any time to require the Customer to deliver up the Goods to the Company and if the Customer fails to do so forthwith (and without prejudice to any other of the Company's rights or remedies) to enter upon any

premises of the Customer or of any third party where the Goods are stored and recover and deal with the Goods as the Company shall see fit.

3.6. The Customer shall not be entitled to pledge or in any way charge by way of security any of the Goods which remain the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other of the Company's rights or remedies) forthwith become due and payable.

4. Delivery

4.1. Whilst the Company will deliver the Goods ordered by the Customer as soon as reasonably practicable, any date for delivery quoted by the Company is for the guidance of the Customer only and does not form part of these Conditions. Neither date nor time for delivery shall be of the essence of the Contract. The Company shall not be liable to the Customer in respect of any damage or consequential loss of any nature (whether for loss of profit or otherwise), costs, expenses or other consequential detriment suffered by the Customer in respect of any delay in delivery.

4.2. Where the Goods are to be delivered in instalments, any failure by the Company to deliver any one or more of the instalments in accordance with these Conditions shall not entitle the Customer to cancel any other instalment.

5. Dispatch of Goods

5.1. Dispatch of the Goods will be notified to the Customer by the Company by invoice.

5.2. In every case of a shortage or if any of the Goods do not on delivery meet the warranty contained in clause 6 below or if the wrong Goods have been delivered, the Customer or the Recipient shall notify the Company in Writing within 3 working days of the date of delivery (as to which time shall be of the essence of the Contract). In the case of damage the packaging must be retained by the Customer for inspection by the Company and/or by its agents.

5.3. If, within 3 working days of receipt of the related invoice (as to which time shall be of the essence of the Contract), the Goods have not been delivered to the Customer or to the Recipient then the Customer must immediately (as to which time shall be of the essence of the Contract) give notice in Writing to the Company of such non-delivery. The Company's liability for loss in transit notified to it in accordance with the above shall in any event be limited solely to replacement of the Goods by standard delivery within a reasonable time. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by an event as described in clause 9 or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6. Quality of Goods

6.1. The Company shall publish on its website and/or provide upon request the details of any warranties made by the manufacturer of the Goods and such warranties shall apply to the relevant Goods to the exclusion of the warranty contained in clause 6.2 below.

6.2. If no manufacturer warranty is provided in respect of any particular Good, the Company warrants that on delivery the Goods shall conform with applicable legislation and regulations in the United Kingdom, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:

- (a) conform in all material respects with their description;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by the Company.

6.3. Subject to the provisions of clauses 6.1 and 6.2, all claims for Goods not complying with the warranties contained in clause 6.1 or clause 6.2 (as relevant) must be made in Writing to the Company within 10 calendar days of such defect becoming apparent. Following any such notification the Company may require the Customer to return the Goods to the Company, or for the Goods to be made available for inspection by the Company and/or by its agents. Should the Company be satisfied as to the non-compliance with such warranty, then it may at its option either repair or replace the defective Goods within a reasonable time or refund the Customer the price of the defective Goods.

6.4. The Company shall not be liable for the Goods' failure to comply with the warranties set out in clauses 6.1 or 6.2 (as relevant) in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice of defects in accordance with the procedure stated in clause 6.3;
- (b) it arises because the Customer failed to follow the Company's or relevant manufacturer's oral or written instructions (including, but not limited to, any instructions on the Company's website, any instructions contained on the packaging of the Goods or in the relevant manufacturer's product manual) as to the storage, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) it relates to an exclusion specified in the relevant manufacturer's warranty;
- (d) it arises as a result of the Company following any drawing, design or specification supplied by the Customer;
- (e) the Customer alters or repairs such Goods without the written consent of the Company;
- (f) it arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or

(g) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

6.5. Except as provided in this clause 6, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out above.

6.6. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6.7. These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

6.8. Save in the case of defective Goods and subject to the remaining provisions of this clause 6, the Company may at its sole discretion accept the return of the Goods within 10 working days of delivery, provided that the Customer indicates the date of the relevant delivery note or invoice number together with the product catalogue number. A handling charge of up to 15% may be applied to cover the cost of restocking the Goods and, in addition, the Company reserves the right to levy a carriage charge on both outward and inward deliveries. Any cancellation or return of Bespoke Goods may be accepted at the discretion of the Company but only provided that the Customer shall additionally be liable for any further charge, costs or expenses which the Company may impose in this respect.

6.9. A Customer wishing to return Goods shall advise the Company which will provide a goods collection note, the number of which identifies and gives traceability to the Goods thereafter. The Company will collect the Goods and the Company shall not be liable for Goods returned by any other means.

6.10. Goods so accepted for return will be credited at the invoiced price less the handling charge and other relevant charges referred to in clause 6.8. The Company will not be obliged to recognise any debit note or other document raised by a Customer in respect of any Goods returned, and, unless it does so, only the Company's credit note will be acceptable for that purpose.

6.11. A Customer requesting replacement Goods (e.g. to cover an item incorrectly ordered) will always receive credit for Goods returned satisfactorily, and the Company will process a new order for the replacement Goods.

6.12. Should the Company refuse to accept a return (acting reasonably and in accordance with the terms of this Contract), the Customer shall be obliged (if it has not already done so) to complete the purchase and pay the full invoiced price of the Goods.

7. Price and payment

7.1. The price of the Goods shall be the Company's quoted price ruling as at the date of dispatch and is exclusive of any applicable VAT and the agreed costs and charges of packaging, insurance and transport of the Goods which the Customer shall be additionally liable to pay to the Company upon production of an invoice for such amounts.

7.2. The Company may, by giving notice to the Customer at any time prior to dispatch, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the Company's control (including foreign exchange fluctuations, new or increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the specification of the Goods; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.

7.3. Payment of the price of the Goods shall be made not later than the last day of the month following the month of invoice (hereinafter called "the Due Date") (unless otherwise agreed by the Company in

Writing) provided that the Company may in its absolute discretion require that the Goods be paid for on delivery if notification of such requirement has been given to the Customer prior to the Company's acceptance of the Order.

7.4. The Company may appropriate as it thinks fit any sums received from the Customer notwithstanding any purported allocation by the Customer. The time of payment of the price shall be of the essence of the Contract. Any invoice becoming overdue will render all sums due on any account payable immediately.

7.5. If payment is not made on or before the Due Date, then:

(a) the Company shall be entitled (without prejudice to any other of its rights or remedies) to repossess the Goods;

(b) the outstanding debt shall bear interest at the rate of 3% per annum above the base rate of Barclays Bank plc during the period from the date of issue of the invoice up to and including the day of actual payment in cash or cleared funds, or until the realisation of monies sufficient to meet the Customer's obligations to the Company from the liquidation or otherwise of the Goods repossessed as in (a) above, whichever shall be the earlier; and (c) the Company may suspend all further deliveries under the Contract or any other contract between the Company and the Customer.

7.6. The Company reserves the right to recover from the Customer all bank, legal, court or professional fees incurred in obtaining full payment for the Goods or in employing another party to obtain such payment on its behalf.

7.7. All amounts due under this Contract from the Customer to the Company shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.8. The Company may at any time set off any liability of the Customer to the Company against any liability of the Company to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.

7.9. The Company's rights under this clause 7 shall not be affected by any terms agreed in any contract or otherwise howsoever whereby the Customer is granted credit with regard to the payment of the price of the Goods or is permitted by the Company to defer payment beyond the time granted for doing so.

8. Limitations of liability

8.1. References to liability in this clause 8 include every kind of liability of the Company to the Customer (including any liability for the acts or omissions of the Company's respective employees, agents and subcontractors):

(a) arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise; and

(b) for any use made or resale of the Goods by the Customer, or of any product incorporating any of the Goods.

8.2. Notwithstanding anything herein contained nothing shall exclude or limit the liability of the Company for:

(a) death or personal injury resulting from negligence by the Company;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

(d) defective products under the Consumer Protection Act 1987.

8.3. Except as provided in clause 8.2, the Company shall have no liability to the Customer for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of or damage to goodwill; or

(e) indirect or consequential loss.

8.4. Subject to clauses 8.2 and 8.3, the Company's total liability to the Customer shall be the total price for the Goods set out in the Order (excluding VAT and delivery).

8.5. This clause 8 shall survive termination of the Contract.

9. Force Majeure

The Company shall be under no liability for any failure to perform or delay in performing any of its obligations under the Contract if and to the extent that the delay or failure is caused by or results from an event, circumstance or cause beyond the reasonable control of the Company.

10. Termination

10.1 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(b) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

(c) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or

(d) the Customer fails to pay any amount due under the Contract on or before the due date for payment.

10.2. Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in clauses 10.1.(a) to 10.1.(c) above, or the Company reasonably believes that the Customer is about to become subject to any of them.

10.3. On termination of the Contract due to the Customer's breach of the Contract or pursuant to clause 10.1, the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.

10.4. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11. Delays

Any failure or delay by the Company to enforce any or all of these Conditions shall not amount to or be interpreted as a waiver of any of the Company's rights nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12. Severance

If any term or part-term in these Conditions is held invalid, it shall be deemed deleted but shall not affect the validity of the remaining Conditions.

13. Entire Agreement

13.1. These Conditions together with any specific terms in the Company's quotation and any specific terms in the Order which have been accepted in Writing by the Company ("Contract Terms") comprise the entire agreement between the parties in relation to the sale of the Goods. The Customer confirms that it has not entered into the Contract in reliance on any representation or statement not contained in the Contract Terms.

13.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract Terms.

14. Notice

Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

15. Governing law and jurisdiction

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

Springfields Of Burton Limited Terms and Conditions march 2023