

Border Barrels Ltd. – Terms and Conditions. (modified 13th February 2007)

1. General

Any contract of sale undertaken by Border Barrels (the Company) is deemed to incorporate these terms and conditions, no variation, modification of or, substitution for these terms and conditions (even if included or referred to in the Buyer's document placing the order) shall be binding on the Company unless specifically accepted by the Company in writing.

2. Prices

Prices are subject to withdrawal or alteration without notice. Orders are accepted subject to the condition that goods will be invoiced at prices ruling at the time of dispatch unless otherwise stated on any official quotation of the Company. Prices exclude delivery charges and VAT, unless otherwise stated on invoices or official quotations.

3. Acceptance

No order shall be binding on the Company unless it has been confirmed by the Company in writing. All quotations are open for acceptance for the period stated thereon and if there is no period stated within 180 days from the date thereon. No alterations or variations of the terms and conditions of any order are binding on the Company unless agreed prior thereto in writing by the Company.

4. Alteration

Alterations to any orders accepted by the Company cannot be made without the written consent of the Company and any additional costs involved will be chargeable to the Buyer.

5. Specification

All information regarding the Company's goods contained in literature, catalogues, web-site, or other similar matter submitted to the Buyer by the Company, whilst given in good faith, must be regarded only as approximate. The Buyer's judgement must be relied upon as to the nature, quality and suitability for the Buyer's purpose of the Company's goods and not upon any representation made by the Company, its servants or agents either orally or in writing.

6. Cancellations

Cancellation of any order after acceptance by the Company cannot be without the Company's consent and in no circumstances can the Company allow cancellation of order for goods made or specifically adapted to the Buyer's requirements.

7. Return of Goods

Goods which have been supplied in accordance with the Buyer's order, but which are subsequently returned, will only be credited if the Company's written agreement to the return has first been obtained and the price at which the goods will be credited has been agreed. The Company reserves the right to make a charge where necessary to cover the Company's cost in putting the goods returned into re-saleable condition.

8. Delivery

Unless otherwise specified in the quotation or any written agreement between the Company and the Buyer delivery shall take place when the goods are delivered at the Buyer's premises. Estimates of delivery and times are to be regarded as approximate only and the Company accepts no liability for any loss or expenses consequent upon any delay in delivery of the goods. Offers for delivery from stock are made subject to goods remaining unsold on receipt of order.

9. Loss Damage or Shortage

Liability will not be accepted by the Company for damage or loss during transit unless the Company is notified in writing within three days of the receipt of goods and in any event the Company's liability shall be limited to the repair or replacement of the items lost or damaged. The Company must receive any notice of non-delivery within ten days of invoice date.

10. Risk

All risk will pass to the Buyer when the goods are delivered to the Buyer, delivery being defined as in condition eight above.

11. Ex-Works Sales

The Buyer shall be responsible for nominating a shipping agent and the method under which the goods will be shipped. Unless otherwise stated in a separate agreement the contract will be considered complete ex-factory Riccarton with all subsequent shipping and insurance charges being the responsibility of the Buyer. Risk of the goods shall pass on delivery to the Buyer's shipping agents or his carrier. Property in the goods shall pass as in condition thirteen below.

12. Financial Terms

Payment shall be made by the Buyer immediately upon receipt of the Company's invoice or in accordance with any contractual schedule or agreement or within 30 days from the date of invoice. If the purchase price or part thereof is not paid for a period in excess of thirty days after invoice date the Company shall be entitled to charge and the Buyer shall pay interest calculated at the rate of 3% (three percent) per month upon the purchase price or any part of the purchase price which is outstanding.

13. Title in the Goods

Until payment is received from the Buyer of the whole of the monies payable in respect of the goods or the property in the goods title in the goods or any part of them will not pass to the Buyer. Until the property has so passed the Buyer shall hold the goods as bailee and will at its own expense keep the good safe and insured against customary commercial risks and shall keep them separately stored and in a readily identifiable state. Until the property in the goods has so passed the Buyer shall return the goods to the Company on demand and the Company shall without prejudice to any other rights be entitled to go upon the property of the Buyer and repossess and remove the goods. The Buyer shall be entitled without prejudice to its fiduciary duty to sell the goods and pass property in the same to third party providing sums owing to the Company by the Buyer under contract have been paid and all such proceeds shall be placed by the Buyer into a separate bank account

14. Goods on Trial

When the Company accepts "on approval" orders it is only on the strict condition that the goods are on approval for 14 days unless otherwise agreed in writing by the Company and after the expiration of that time which runs from delivery or collection the goods are deemed to have been purchased by the Buyer and the Buyer will be invoiced for the goods and shall pay in accordance with twelve above.

15. Warranty

Unless otherwise stated in any contractual schedule or agreement the warranty period on the Company's goods shall be one calendar year from the date of invoice. The Company's liability for replacing goods which have proved, to the Company's reasonable satisfaction, to be defective under reasonable use because of defective materials as used by the Company, or its associates or suppliers, or because of faulty workmanship of the Company's employees, is limited to replacing such articles free of charge. For any claim under this guarantee, the Buyer must notify the Company of the defect in writing within the warranty period. No claim under this guarantee by the Buyer shall be grounds for the Buyer withholding payment of any sum due to the Company under the contract for the goods concerned or any other contract. Any condition warranty or undertaking as to the fitness or suitability of the goods for any purpose known by the company or which may be implied by custom of the trade or by statute or otherwise is hereby excluded and any statement in a British or European Standard as to suitability of the goods for any purpose shall give rise to no legal liability on the part of the Company. In particular, without prejudice to the generality of the foregoing, the Company shall not be liable for the loss of profit or goodwill of the Buyer or any other person arising directly or indirectly from any breach of this contract or misrepresentation or negligence by or on behalf of the Company, or for any other indirect or consequential damage whatsoever.

16. Assignment

The contract of which the conditions form part is personal to the Buyer who shall not assign the benefit thereof without the Company's written consent

17. Patents and Trademarks

No warranty or representation is given by the Company that the goods do not infringe any letters, patent; trade marks, registered designs or other industrial rights.

18. Law

Any contract subsisting between the Company and the Buyer shall be construed in all respects in accordance with the Law of Scotland and unless otherwise agreed is subject to the jurisdiction of the Scottish Courts.

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