

A man with a beard and dark hair, wearing a blue button-down shirt, is shaking hands with a woman with blonde hair, wearing a dark green button-down shirt. The woman is holding a grey folder. They are standing in front of a large window that looks out onto a building and green trees. The scene is brightly lit, suggesting an office environment.

Terms and Conditions of Sale

1. Definitions

1.1 The following defined terms shall have the meaning specified alongside them:

«Blum»	Blum UK (registered in England under number 2141589);
«Buyer»	the party requesting Goods from Blum;
«Conditions»	these Blum Terms and Conditions of Sale;
«Contract»	these Conditions together with an Order;
«Goods»	any goods requested by the Buyer to be supplied by Blum;
«IP Rights»	any copyright, patent, registered design, trademark or other intellectual property right of whatever nature subsisting anywhere in the world;
«Order»	a request by the Buyer for Goods to be supplied by Blum;
«Price»	the sums payable to Blum by the Buyer in consideration of the supply by Blum of Goods;

2. Scope of Contract/ Formation of Contract

2.1 These Conditions apply in their entirety to the supply of all Goods by Blum.

2.2 Any Order placed by the Buyer is subject to acceptance by Blum and no Contract shall be formed until Blum indicates such acceptance. Each accepted Order (together with these Conditions) shall constitute an individual legally binding Contract between Blum and the Buyer.

2.3 Blum may indicate acceptance of an Order at its discretion including without limitation by signing an Order referring to these Conditions, verbally, in writing or by delivering and/ or supplying requested Goods.

2.4 The Contract is made on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.5 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document form part of the Contract simply as a result of any such document being referred to in the Contract.

3. Order

3.1 The Buyer shall indicate its requirements for Goods by placing an Order and the Buyer shall be solely responsible for the accuracy of

each Order and Blum shall not be under any obligation to indicate or correct any inaccuracies, omissions or errors.

3.2 Subject to acceptance by Blum of an Order and to the Buyer discharging its obligations provided by this Contract and in consideration of payment by the Buyer of the Price Blum shall supply the Goods in accordance with the terms of this Contract.

3.3 No Order which has been accepted by Blum may be cancelled by the Buyer and the Buyer may not return undamaged Goods except with Blum's prior written agreement and subject to payment by the Buyer of all carriage charges and a handling charge of twenty per cent (20%) of the Price of the Goods.

4. Delivery

4.1 Blum shall use reasonable endeavours to deliver Goods in accordance with any time and/ or date confirmed in writing by Blum provided that time of delivery of Goods shall not be of the essence of this Contract and Blum shall not be liable for any loss or damage arising from late delivery.

4.2 If for any reason the Buyer fails to take delivery of the Goods, Blum shall be entitled to:

4.2.1 store the Goods until delivery (in which case the Buyer shall be liable to Blum for any related costs, including insurance costs); and/ or

4.2.2 sell the Goods at a reasonable price and invoice the Buyer for any shortfall below the Price under the Contract.

4.3 Blum may deliver the Goods in instalments and invoice the Buyer accordingly for each instalment.

4.4 Blum may deliver a quantity of the Goods that varies by up to 10% from that set out in the Order and the Buyer shall not be entitled to reject the Goods (or any part of the Goods) by reason of such surplus or shortfall and the Buyer shall pay the Price for the actual Goods delivered.

4.5 If Blum shall fail to deliver the Goods by reason of its own act or omission, the liability of Blum for non-delivery shall be limited to replacing the Goods within a reasonable time or issuing a credit note reflecting the Price of the Goods that are not delivered.

5. Price and Payment

5.1 Blum shall be entitled to invoice the Buyer for the Price prevailing [from time to time] (subject to a currency surcharge or discount dependant upon the rate of exchange at time of invoicing) at any time after Blum has notified the Buyer that the Goods are ready for collection or otherwise when Blum has tendered delivery of the Goods. Receipts for payment will be issued only upon request.

5.2 Sums due from the Buyer to Blum shall be paid by the Buyer no later than thirty (30) days

after the date of the invoice from Blum and the time of payment of the Price is of the essence of the Contract.

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Blum, Blum may charge interest on the outstanding amount in accordance with the Late Payment of Commercial Debts Regulations 2002.

5.4 All Prices are expressed exclusive of value added tax, for which the Buyer shall be responsible in accordance with applicable law.

5.5 All payments must be made directly and exclusively to Blum. Payments by third parties do not act to discharge any indebtedness under the Contract.

6. Risk

6.1 Risk of damage to or loss of the Goods shall pass to the Buyer, in the case of Goods collected from Blum's premises, at the time when Blum notifies the Buyer that the Goods are available for collection, or in the case of Goods to be delivered otherwise than at Blum's premises, at the time of delivery or, if the Buyer fails to take delivery of the Goods, the time when Blum has tendered delivery of the Goods.

7. Title

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 Buyer until Blum has received (in cash or cleared funds) payment in full of the Price of the Goods and all other goods and services agreed to be sold by Blum to the Buyer for which payment is then due and any other sums which are due or become due from the Buyer on any account.

7.2 Until property in the Goods has passed to the Buyer, the Buyer must:

- hold the Goods on a fiduciary basis as Blum's bailee;
- store the Goods (at no cost to Blum) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Blum's property;
- not destroy, deface or obscure any identifying mark or package on or relating to the Goods;
- maintain the Goods in satisfactory condition insured on Blum's behalf for their full Price against all risks to the reasonable satisfaction of Blum.

On request the Buyer shall produce the policy of insurance to Blum, and

- hold the proceeds of the insurance referred to in the above condition on trust for Blum and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

7.3 The Buyer may resell the Goods before property therein has passed to it solely on the following conditions:

- any sale shall be effected in the ordinary course of the Buyer's business at full market value;

- any such sale shall be a sale of Blum's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

7.4 The Buyer's right to possession of the Goods shall terminate immediately if the Buyer is in breach of this Contract or becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has an administrator, receiver or manager appointed of the whole or substantially the whole of its undertaking or is unable to pay its debts in accordance with English law.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Blum, but if the Buyer does so all monies owing by the Buyer to Blum shall (without prejudice to any right or remedy of Blum) forthwith become due and payable.

7.6 Blum shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Blum.

7.7 The Buyer grants Blum, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

8. Limitation of Liability

8.1 Neither party excludes or limits liability to the other party for death or personal injury or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982. Otherwise, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.2 Blum's liability to the Buyer for a breach of any of the warranties referred to in clause 8.1 is limited and/or excluded as follows:

8.2.1 any such warranty excludes any related labour costs with regard to the removal of the defective Goods and/or the installation of the replacement parts;

8.2.2 any such warranty will not apply if the defect in the Goods arises because the Buyer failed to follow Blum's instructions as to the installation, commission, use, operation or excessive loads or maintenance of the Goods or (if there are no instructions) good trade practice;

8.2.3 any such warranty will not apply if the Buyer alters or repairs such Goods without Blum's written consent; and

8.2.4 the above exclusions and limitations also

apply to electronic components but additionally any such warranty relating to electronic components will not apply in the following circumstances:

8.2.4.1 improper assembly or installation, e.g. non-compliance with valid national standards, regulations or with Blum installation and training instructions;

8.2.4.2 improper use as well as improper operation or excessive loads and/or use, e.g. for industrial/commercial use;

8.2.4.3 modified components, unsuitable operating conditions or improper upkeep/maintenance;

8.2.4.4 external causes, for example, transport damage, damage caused in the course of processing/assembly, storage, damage due to atmospheric conditions and/or other natural events and acts of God; or

8.2.4.5 removal or modification of the serial tags and/or part batch numbers; repairs to or interference with components.

8.3 The liability of Blum in respect of breaches of this Contract or of any other duty to the Buyer or for negligence in connection with the subject matter of this Contract for all or any such matters arising before, during or after the date of this Contract shall be limited to the Price payable in relation to those Goods in respect of which liability arises.

8.4 Subject always to clause 8.1, in no event shall either party be liable to the other for any of the following however and whenever arising:

8.4.1 loss of profits, business, revenue, data, goodwill or anticipated savings; and/ or

8.4.2 indirect or consequential loss or damage.

9. IP Rights

10.1 The Buyer acknowledges that any and all IP Rights subsisting in or used in connection with the Goods shall be and shall remain the sole property of Blum and the Buyer shall not at any time dispute such ownership.

10. Confidential Information

10.1 Blum and the Buyer shall use all reasonable endeavours to keep confidential (and ensure that their employees and agents keep confidential) all information received by them relating to any part of the business and affairs of the other party provided that these obligations shall not apply to information which is:

10.1.1 or becomes publicly known through no wrongful act of the party concerned; or

10.1.2 required to be disclosed by an order of law or other binding authority; or

10.1.3 disclosed to any adviser of either party bound by a professional duty of confidentiality.

11. Force Majeure

11.1 Blum will not be under any liability to the Buyer for, damage, delay or any other matters of that nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock outs or industrial disputes, fire, explosion, earthquake, acts of God, flood, drought, or bad weather or the requisitioning or other act or order by any Government department, council or other constituted body ("Force Majeure"), provided always that Blum will use all reasonable endeavours (but without an obligation to incur cost) to minimise the period of disruption caused by the Force Majeure event.

12. Termination and Suspension

12.1 Either party may forthwith terminate this Contract by written notice to the other if any of the following events occur:

12.1.1 if either party commits any material breach of the terms or conditions of this Contract and fails to remedy such material breach within thirty (30) days after receiving written notice identifying the breach and requiring remedy;

12.1.2 if either party becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has an administrator, receiver or manager appointed of the whole or substantially the whole of its undertaking or if the other party is unable to pay its debts in accordance with English law;

12.1.3 a Force Majeure event continues for a period of more than 3 months.

12.2 Without prejudice to any right of termination either party shall be entitled by immediate notice to suspend performance of some or all of its obligations under this Contract upon the occurrence of any of the circumstances specified in clause 12.1, and the Contract will in any event be deemed suspended in the event of Force Majeure.

12.3 Termination or suspension of this Contract will be without prejudice to any accrued rights or obligations of either party.

13. Data Protection

13.1 Each party warrants to the other that it shall, in connection with this Contract, comply with the provisions of the Data Protection Act 1998 together with all legislation to be introduced pursuant to the General Data Protection Regulation 2016/679 (together "DPA") and shall indemnify the other party against any reasonable losses, liabilities and costs which it suffers or incurs as a result of a breach of this warranty.

13.2 Blum processes all personal information ("Information") as defined in the DPA in accordance with applicable data protection law.

13.3 By submitting Information to Blum the Buyer (and each individual as applicable) consents to such Information being processed by Blum in accordance with this clause 13. If Information changes the Buyer is responsible for informing Blum of the change so that Blum can update its records.

13.4 Blum will use Information as follows:

13.4.1 To supply Goods as requested by the Buyer including such transfer of Information to employees, agents and third parties as required for this purpose.

13.4.2 For Blum's internal administration purposes.

13.4.3 To market Blum goods and services to the Buyer (and each individual as applicable).

Blum reserves the right to:

13.4.4 Transfer ownership of Blum business assets (which include Information) on sale or merger of the whole or part of the Blum business.

13.4.5 Process Information as required to obtain legal advice, comply with legal requirements, protect Blum's rights and property and the safety of Blum employees, clients, suppliers and others.

13.4.6 Transfer Information outside the European Economic Area to Blum group companies as is necessary for the purposes listed in this clause 13.

14. General

14.1 Blum is a member of the group of companies whose holding company is Julius Blum GmbH and accordingly Blum may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Blum. The Buyer shall not assign, charge or otherwise transfer to a third party any of its rights or obligations hereunder without the prior written consent of Blum.

14.2 No waiver by Blum of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.3 No amendment to this Contract shall be binding unless made in writing and signed by duly authorised representatives of both parties.

14.4 The parties respectively shall and shall procure that any other necessary party shall execute and/ or do all such documents, acts and things (as applicable) as may reasonably be required on or subsequent to completion of this Contract for securing each of the obligations of the parties to this Contract.

14.5 None of the provisions of this Contract

are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Contract.

14.6 This Contract shall be binding on and shall continue for the benefit of the permitted successors and permitted assigns (as the case may be) of each of the parties hereto.

14.7 All provisions of this Contract shall so far as they are capable of being performed and observed continue in full force and effect notwithstanding any expiry or earlier termination.

14.8 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will to the extent of the illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision will continue in full force and effect.

15. Notices

15.1 All communications between Blum and the Buyer about the Contract must be in writing and delivered by hand or sent by prepaid first class post or by email:

15.1.1 (in case of communications to Blum) to its registered office or such changed address as is notified to the Buyer by Blum or to its email address specified in the Contract; or

15.1.2 (in the case of communications to the Buyer) to its registered office (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as is notified to Blum by the Buyer or to its email address specified in the Order.

15.2 Communications will be deemed to have been received:

15.2.1 if sent by prepaid first class post, two clear working days after the date of posting;

15.2.2 if delivered by hand, on the day of delivery; or

15.2.3 if sent by email, at 10.00 a.m. on the next working day after transmission.

16. Applicable Law

16.1 This Contract shall be governed by and construed in accordance with the law of England and Wales and each party to this Contract submits to the non exclusive jurisdiction of the English courts.

Please note:

A larger font version of these terms is available upon written request to Blum.

Status: 11/2017