

Bristol Gas Supplies Limited TERMS & CONDITIONS

The terms & conditions below are for online, telephone and mail order sales. If you wish to see our terms & conditions for regular delivery of gas canisters, please see our New Account Application page on www.bristol-gas.co.uk.

www.bristol-gas.co.uk is a site operated by Bristol Gas Supplies Ltd.

Bristol Gas Supplies Ltd are registered in England and Wales under company number 05104683 and with our registered office at Bristol Gas Supplies Ltd, Victoria Road, Bristol, BS2 0UT.

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Our VAT number is GB 464 6922 20.

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES OF Bristol Gas Supplies Limited ("Supplier")

1. DEFINITIONS In these Conditions these words shall have the following meanings: "the Customer" (which includes the Customer's successors and assigns) any person firm corporation or other legal entity who purchases the Goods and Services from the Supplier; "the Agreement" any contract between the Supplier and the Customer for the sale and purchase of the Goods and Services; "Delivery Point" the place where delivery of the Goods is to take place under condition 7; "Goods" any goods to be supplied to the Customer by the Supplier under the Agreement (including any part or parts of them); "Bespoke" any nonstandard goods and services; "Intellectual property Rights" all patents, registered and unregistered designs, copyright, trade marks and service marks, knowhow and all other forms of intellectual property wherever in the world enforceable

2. GENERAL (A) all quotations are given and all orders are accepted exclusively on these terms, which supersede any other terms appearing in the Supplier's brochure, specification or elsewhere, and shall override and exclude any other terms stipulated or incorporated or referred to by the Customer, whether in the Customer's order or in any negotiation and any course of dealing established between the Supplier and the Customer. All orders hereafter placed by the Customer shall be deemed to incorporate these terms. (B) The Customer acknowledges that there are no representations outside these terms and the Supplier's written quotation which have induced him to enter into any Agreement. (C) No modification of these terms shall be effective unless made in writing and signed by a director of the Supplier. The signing by the Supplier of any of the Customer's documentation shall not imply any modification of these terms. (D) Nothing in any Agreement confers on anyone other than the parties to it any right pursuant to the Contracts (Rights of Third Parties) Act 1999

3. QUOTATIONS - (A) Any quotation is valid for a period of 30 days only from its date and is subject to withdrawal at any time before receipt of an unqualified order from the Customer. (B) Any quotation is given on the basis that no Agreement will come into existence until the Supplier despatches an acknowledgement of order to the Customer or (if earlier) the Supplier delivers the Goods to the Customer

4. GOODS AND SERVICES - (A) All descriptions, drawings and illustrations contained in the Supplier's website, brochures, specifications, price lists and advertisements or otherwise communicated to the Customer are intended merely to present a general idea of the Goods and Services described, and nothing contained in any of them shall form any part of the Agreement nor shall the Customer rely on them as the basis of any collateral contract or warranty. (B) Samples of Goods are deemed to be purchased from the Supplier subject to these Conditions

5. PRICE (A) Prices quoted by Supplier include delivery but not VAT/TVA unless otherwise stated. Unless a Customer from another EU country proves he is VAT registered it will be added to the invoiced Price. The Supplier reserves the right to increase the Price of the Goods before delivery by an amount equivalent to any increase which may

have arisen in the cost to the Supplier of freight shipment or carriage (including insurance if requested by the Customer) of the Goods in the course of delivery to the Customer. (B) Where Prices are quoted Ex Works (Bridgewater) and where the Supplier has undertaken to provide or arrange carriage from its works to the place of delivery specified by the Customer such carriage and any associated insurance shall be arranged as agent for the Customer and charged in addition to the Price unless otherwise expressly agreed by the Supplier in writing

6. CANCELLATION The Customer may not cancel the Agreement without the written consent of the Supplier, which if given shall be deemed to be on the express condition that the Customer shall indemnify fully the Supplier against any and all loss, expense, costs, damage, claims or actions arising out of such cancellation unless expressly agreed by the Supplier in writing

7. PAYMENT (A) Unless otherwise agreed by the Supplier the Goods are sold subject to payment of the whole Price without any deduction whether by way of setoff, counterclaim, discount, abatement or otherwise, by BACS or similar bank transfer or irrevocable Letter of Credit or other instrument acceptable to the Supplier drawn on a major London bank in favour of the Supplier payable at sight or before the expiry of such period specified on the Quotation. (B) Unless the Supplier has agreed to allow 30 days credit from date of invoice, payment of the price for the Goods is due with order or (if earlier) upon delivery. (C) Time for payment shall be of the essence. (D) Where the Goods are to be supplied or payment is to be made by instalments the failure of the Customer to pay any instalment in due time shall entitle the Supplier to treat such failure as a repudiation of the whole Agreement by the Customer and to recover damages for such breach of contract. (E) Interest on all sums due from the Customer shall accrue daily at the rate of 18 per cent per annum compounded annually until payment is received after as well as before any judgement. (F) Payment shall be made in the currency specified in the Quotation at the office of the Supplier. If no other currency is specified payment shall be made in the currency in which the Prices are expressed on the Quotation. (G) At any time the Supplier may give notice to the Customer that payment of the whole or any part of the Price will only be accepted in UK Pounds (Sterling) in lieu of Euros. The exchange rate shall be the rate on the date when payment is received or (at the discretion of the Supplier) the date of the Quotation. In any event the Supplier shall not be liable for any conversion fees or loss or expense incurred by the Customer

8. DELIVERY - (A) Delivery dates are approximate only and time is not of the essence. In no circumstances shall the Supplier be liable to compensate the Customer in damages or otherwise for late delivery of the Goods and Services or any part of them for whatever reason or for any loss consequential or otherwise arising therefrom. (B) If for whatever reason the Customer is not able to accept delivery of the Goods and Services as provided in the quotation or Order and under these Conditions, all additional storage, insurance, handling and transportation costs thereby incurred shall be for the account of the Customer and the Customer shall forthwith on demand indemnify the

Supplier against all such costs incurred by the Supplier or other costs expense and charges arising from the Customer's failure or neglect. (C) Should the Supplier be prevented from or hindered in delivering the Goods or any part thereof by reason of war, riot, terrorism, explosion, fire, flood, strike, lockout, shortage of transport, materials or labour, or any cause beyond the Supplier's control the time for delivery shall be extended until the operation of the cause preventing or hindering delivery has ceased. (D) Where the price quoted is Ex Works delivery shall be deemed to take place when the Goods are despatched from the Supplier's works. (E) The Supplier shall not be liable for any loss of any kind to the Customer arising from any damage to the Goods occurring after the risk has passed to the Customer however caused, nor shall any liability of the Customer to the Supplier be diminished or extinguished by reason of such loss. (F) The Customer shall provide full and proper security for the goods from the time of physical delivery of the Goods to the Delivery Point specified in the quotation and shall provide the proper and safe conditions of work for all personnel delivering and unloading the Goods. The Customer will indemnify the Supplier for all loss or damage suffered arising out of a breach of this clause.

9. PASSING OF RISK AND PROPERTY (A) Risk of loss or damage to the Goods shall pass to the Customer from the time the Goods are delivered to the Delivery Point specified on the Quotation as determined by the Supplier whose written statement to that effect shall be deemed conclusive (B) Notwithstanding the foregoing, legal title to the Goods shall not pass to the Customer until the whole of the Price has been paid, and until payment the Customer shall hold the Goods on trust for the Supplier. (C) The whole of the Price shall not be treated as paid until any cheque, Letter of Credit, bill of exchange or other instrument of payment given by the Customer has been met on presentation or otherwise honoured in accordance with its terms so that the Supplier has received cleared funds. The Supplier may sue for the whole of the Price at any time after it has become payable. (D) The Customer shall not pledge the Goods, or allow any lien to arise thereon, or remove or alter any labelling thereon. (E) If the Customer defaults in the punctual payment to the Supplier of any part of the Price then the Supplier shall be entitled to the immediate return or recovery of all Goods sold by the Supplier to the Customer in which the legal title has not passed to the Customer, and the Customer irrevocably authorises the Supplier its employees or agents to recover those Goods and to enter any premises in the occupation or control of the Customer for that purpose, causing as little damage as practicable, and the Customer shall fully indemnify the Supplier against any resulting loss or damage and related claims. (F) Demand for or recovery of those Goods by the Supplier shall not of itself discharge either the Customer's liability to pay the whole of the Price and take delivery of the Goods or the Supplier's right to sue for the whole of the Price. (G) The Customer's right to possession of the Goods shall terminate immediately if the Customer ceases to trade, or becomes insolvent, or makes any composition or arrangement with its creditors or has a proposal for a voluntary arrangement or a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or has an application made under the Insolvency Act 1986 to the court for the appointment of an administrator or has a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking duly appointed or has an administrative receiver, as defined in the Insolvency Act 1986, appointed or has possession taken by or on behalf of any creditor of any property the subject of a charge or the occurrence of any other similar legal event as defined by the laws of the country of the party concerned

10. INSPECTION OF GOODS - (A) The Customer shall inspect the Goods immediately on delivery and shall within 7 days from such delivery give notice to the Supplier of any matter or thing by reason whereof the Customer may allege that the Goods are not in accordance with the Agreement. If the Customer shall fail to give such notice the Goods shall be deemed to be in all respects in accordance with the Agreement and the Customer shall be deemed to have inspected and accepted the Goods and the Supplier reserves the right to refuse to accept rejection by the Customer accordingly. (B) Any liability of the Supplier for nondelivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Agreement rate against any invoice raised for such Goods

11. ONE YEAR LIMITED WARRANTY (A) The Supplier will make good by repair or at the Supplier's option by the supply of a replacement, defects which under proper use appear in the Goods within a period of

1 year after the Goods have been delivered and arise solely from faulty materials or workmanship provided always that prompt notification of the defect is given to the Supplier and faulty or damaged Goods are retained for inspection and if replaced become the property of the Supplier and provided always that the Customer has complied fully with the Supplier's guidance and conditions for use of the Goods. (B) Save as provided in this Clause or any extended express warranty the Supplier shall not be under any liability, whether in contract, tort or otherwise in respect of defects in the Goods or failure to correspond with the specification or suitability for any purpose including the purpose for which such Goods are generally used or any other purpose whether made known to the Supplier or otherwise (but only to the extent permitted by law) for any injury, damage or loss resulting from such defects or from any work done in connection therewith. In no circumstances shall the Supplier be liable for indirect, consequential, exemplary or punitive damages or loss whatsoever and in any event the overall liability of the Supplier to the Customer or any person(s) claiming through him shall not exceed and shall be limited to the price paid to the Supplier for the Goods and services concerned

12. CUSTOMER'S OBLIGATIONS - (A) To enable the Supplier to perform its obligations under these Conditions the Customer shall cooperate with the Supplier and provide the Supplier with any information reasonably requested by the Supplier. (B) The Customer shall indemnify the Supplier in respect of all damage injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges, or expenses in connection therewith arising from the condition or use of the Goods in the event that the damage injury or loss shall have been occasioned partly or wholly by the carelessness of the Customer or his servants or agents

13. PROPER LAW The Agreement shall be governed by and interpreted in accordance with English Law, and subject to the provisions of Clause 12 hereof the Customer submits to the non-exclusive jurisdiction of the High Court of Justice in England but the Supplier may enforce the Agreement in any court of competent jurisdiction

14. ASSIGNMENT The Customer shall not assign any benefit under the Agreement without the consent in writing of the Supplier, which may if given be on such terms as to guarantee or indemnity or otherwise as the Supplier thinks fit

15. INTELLECTUAL PROPERTY RIGHTS - (A) The Customer warrants that any logo, label, specification or other material that it supplies to the Supplier or requests the Supplier to supply under any Order placed by the Customer or otherwise, and the Supplier's use of such materials will not infringe the Intellectual Property Rights of any third party. (B) All Intellectual Property Rights produced from or arising as a result of the performance of any Agreement between the Supplier and the Customer shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by execution of appropriate instruments or the making of agreements with third parties

16. NOTICES Any notice or communication given under or pursuant to the Agreement may be delivered by hand or sent by prepaid first class or airmail post, or by email or facsimile to the address of the relevant party specified overleaf or such other address as notified to the other party in writing. Any such notice shall be deemed to have been received when delivered if delivered by hand, when despatched if sent by email or facsimile, and 5 business days after posting if sent by registered or airmail post or 1 if sent by first class post, 3 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting)

17. TERMINATION (A) Either party can terminate the Agreement if the other party is insolvent or bankrupt according to the laws of the country in which that party resides or has its principal place of business or if the other party goes out of business or ceases to exist legally. (B) The Supplier can terminate the Agreement immediately upon giving written notice if all or part of the Price or any other amount due from the Customer remains unpaid for 28 days or more after the due date. At its sole discretion the Supplier is entitled under clause 8(E) above to recover possession (if necessary) of the Goods and resell them. (C) Termination of the Agreement (howsoever occurring) is without prejudice to the accrued rights and remedies of the parties