BBS FACADES

Cladding & Boards

TERMS OF TRADING

MAY 2025

BBS Facades Ltd.
Unit 4 Manor Park Business Centre, MacKenzie Way,
Swindon Village, Cheltenham GL51 9TX
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TERMS OF TRADING of **BBS Facades Limited.**
(Company number 07102702) (**BBS**)

Prices and Quotations: A quotation for goods given by BBS (Quotation) shall not constitute an offer. A Quotation shall only be valid for a period of 30 days from its date of issue, unless otherwise stated.

Your order (**Order**) constitutes an offer by you for the purchase of the goods in a Quotation (**Goods**) in accordance with these terms of trading and the relevant Quotation (**Terms**). If an Order does not constitute all of the Goods in a Quotation, BBS may revise its prices and the Quotation. Clerical errors are subject to correction. Orders shall be accepted only when BBS confirms acceptance (whether orally or in writing), at which point there shall be a contract for the sale and purchase of the Goods on these Terms (**Contract**). These Terms apply to the exclusion of any other terms that you may seek to impose, incorporate or imply. Unless expressly incorporated into the Contract, any BBS samples, drawings, advertising, illustrations, catalogues and/or brochures shall not form part of the Contract nor have any contractual effect.

The price of the Goods shall be the price set out in the Quotation, save that BBS may at its discretion increase the price to cover any costs incurred by BBS as a result of factors beyond BBS's control. The price for the Goods excludes costs and charges of packaging, insurance and transport of the Goods, for which you shall separately be invoiced. All prices exclude VAT unless otherwise stated. VAT will be charged at the appropriate rate.

You will be charged for pallets and returnable containers at the price current at the date of delivery, unless they are returned by you in good condition and within 30 days of delivery, in which case they will be credited against the relevant invoice.

BBS may at its discretion charge you for any costs and expenses incurred as a result of any change to a specification agreed with or provided by you (**Specification**). Further, to the extent the Goods are to be manufactured in accordance with a Specification you shall indemnify BBS on demand against all liabilities, costs, expenses, damages and losses suffered or incurred by BBS in connection with any claim made against BBS for infringement of a third party's intellectual property rights arising out of or in connection with the Specification. This shall survive termination of the Contract. BBS may amend the Specification to comply with any applicable statutory or regulatory requirements.

Payment Terms: all invoices shall be paid in full within 30 days from the end of the month in which the invoice was raised. BBS may raise invoices on or at any time following delivery. BBS may also raise invoices in respect of materials received by BBS for the purposes of fulfilling the Contract but where BBS is prevented from completing delivery or making such Goods available for collection or delivery due to events or circumstances beyond its e control, such invoices shall be raised at or after the end of the month in which the materials were received by BBS.

All amounts due under these Terms shall be paid in full without any set-off, counterclaim, deduction or withholding. You hereby acknowledge that invoices raised pursuant to the Contract do not give rise to genuinely disputed debts. If you fail to make any payment due to BBS under the Contract by the due date for payment, then you shall pay interest on the overdue amount at the rate of 8% per annum above the base rate from time to time of the Bank of England. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. You shall pay interest together with the overdue amount.

BBS may, without incurring any liability to you and at its discretion, withdraw credit terms previously made available to you.

Delivery: All quoted delivery dates (including the Intended Delivery Date and Intended Collection Date, as defined below) and lead times are approximate only. BBS shall not be liable for any losses incurred by you as a result of any delay in delivery of or failure to deliver the Goods where such failure to deliver or to achieve delivery times or dates is caused by events or circumstances beyond BBS's control, including without limitation, late supply of Goods for re-sale, transport or machine breakdowns, your failure to provide adequate instructions (as to delivery or otherwise).

If BBS fails to deliver the Goods and/or causes delay to the delivery of Goods, its liability shall be limited to the losses directly incurred by you, subject to appropriate documentary evidence being produced of such losses. As to a failure to deliver Goods, BBS's liability is limited to the cost of obtaining replacement goods of similar description and quality in the cheapest available market, less the price of the Goods. BBS shall deliver the Goods, as appropriate, to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) on or following the date that BBS notifies you that the Goods will be delivered (**Intended Delivery Date**). Where you are to collect Goods, you shall collect the Goods from BBS's premises or such location as may be advised by BBS (**Collection Location**) on the date that BBS advises you that the Goods are to be collected (**Intended Collection Date**). Delivery shall be effected upon completion of unloading of the Goods at the Delivery Location or loading of the Goods at the Collection Location (as appropriate). If you fail to take

or accept delivery (as appropriate) of the Goods within three working days of Intended Delivery Date or Intended Collection Date (as appropriate), then delivery of the Goods shall be deemed to have been completed on the third working day after Intended Delivery Date or Intended Collection Date (as appropriate) and BBS may charge you for all related costs and expenses (including storage costs and insurance). Notwithstanding any failure to collect or accept delivery you shall remain liable to pay to BBS the costs and charges of packaging, insurance and transport of the Goods, including in relation to any failed delivery attempt. References in the Contract to "delivery" shall include references to "deemed delivery". If you have not taken or accepted delivery of the Goods (as appropriate) by the tenth working day after the Intended Delivery Date or Intended Collection Date (as appropriate), BBS may, without prejudice to its other rights and remedies, re-sell or otherwise dispose of part or all of the Goods, in which case the Contract shall be deemed to have been terminated by BBS in respect of such Goods. If BBS re-sells Goods which have been manufactured according to a Specification, BBS may charge you for any shortfall below the price of the Goods upon re-sale.

You shall provide BBS with details of appropriate sizes and dimensions for Goods, where appropriate, not later than 10 working days or, in the case of Goods which require CNC (computer numerical control) fabrication, not later than 15 working days prior to the Intended Delivery Date or Intended Collection Date, or by such other date that BBS may advise. If such confirmation is not received then BBS may make reasonable adjustments to the Intended Delivery Date or Intended Collection Date. BBS may deliver the Goods in instalments. Each instalment shall be invoiced separately. Any delay in delivery or problem with an instalment shall not entitle you to cancel any other instalment.

Defects, Damage and Shortage: you shall be deemed to have inspected the Goods upon delivery for any damage, defect or shortage. Unless you notify BBS in writing within 5 working days of delivery of any such damage, defect or shortage, you shall be deemed to have accepted the Goods and waive any right to claim against BBS for the same. Latent defects or damage to the Goods shall be notified to BBS within 5 working days of discovery and if you do not provide such notice you shall be deemed to have accepted the Goods and waive any right to claim against BBS for the same. Subject to receiving a valid notice under this paragraph, BBS may determine that the Goods are damaged, defective or there is a shortage and shall, at its discretion, repair or replace defective Goods, or refund the price of defective or a shortage of Goods. You also consent to permitting BBS access to inspect and/or collect the Goods as appropriate. The Contract shall apply to any repaired or replacement Goods supplied by BBS.

Cancellation/Return of Goods: Stock items may be cancelled or accepted for return at BBS's sole discretion and subject to such conditions that BBS shall specify. Where stock items are cancelled or returned, BBS may charge and you shall pay a restocking charge of 40% of the price of the Goods. Goods ordered in accordance with any Specification may not however be cancelled or accepted for return.

Title and Risk: Risk in the Goods shall pass to you on delivery. Title to the Goods shall not pass to you until BBS receives payment in full.

Until title to the Goods has passed to you, you shall (i) store the Goods separately from all other goods held by you so that they remain readily identifiable as BBS's property and mark them as BBS's property and permit BBS access, upon notice, to verify this has been done; (ii) grant to or procure for BBS an irrevocable and immediate right upon notice to enter and/or access any premises to repossess the Goods; (iii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iv) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (v) notify BBS if you become subject to a Termination Event (as defined below); (vi) not permit the Goods to be attached and/or otherwise annexed to your or a third party's premises without BBS's written consent and (vii) give BBS such information relating to the Goods as BBS may require from time to time. You may not resell or use the Goods before BBS receives payment for the Goods.

If before title to the Goods passes to you, you become subject to a Termination Event, then, without limiting any other right or remedy that BBS may have, BBS may at any time: (i) require you to deliver up the Goods; and (ii) if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored to recover them.

Payment Options:

Bank transfer – BACS and CHAPS payments accepted.

Cheques - Please make cheques payable to "BBS Facades Ltd." and post to BBS Facades Ltd., Unit 4 Manor Park Business Centre, MacKenzie Way, Swindon Village, Cheltenham GL51 9TX.

Contact your local sales team to arrange a payment.

Quality: BBS warrants that on delivery the Goods shall conform in all material respects with their description and any applicable Specification, shall be free from material defects in design, material and workmanship, shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and shall be fit for any purpose expressly held out by BBS. The parties agree that terms which may be 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.

BBS shall have no liability to you in respect of the quality of the Goods in any of the following circumstances: (a) you make use of such Goods after notification pursuant to the paragraph "Defects, Damage and Shortage", above; (b) any defect or damage is caused by your failure to follow BBS's instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; (c) defect or damage is caused by your design or Specification; (d) you alter or repair such Goods without BBS's written consent; (e) defect or damage is caused by any of fair wear and tear; wilful damage; negligence or abnormal storage or working conditions; (f) the Goods differ from the Order or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or (g) you have not paid for the Goods in full.

Liability: Nothing in these Terms shall limit or exclude BBS's liability for (i) death or personal injury caused by its negligence (including the negligence of its employees, agents or subcontractors); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or (iv) any matter in respect of which it would be unlawful for BBS to exclude or restrict liability (together the Non-Excluded Liability).

Save for the Non-Excluded Liability, BBS shall under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of goodwill or any indirect or consequential loss arising under or in connection with the Contract.

Save for the Non-Excluded Liability, BBS's total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed of the price of the Goods.

Off-Cuts and Waste Charge: Unless you notify BBS to the contrary within 5 working days of any Order, you shall be deemed to accept that BBS may apply a £50 charge per Order as a contribution towards BBS's waste disposal recycling scheme for off- cuts and waste material. If you require the off-cuts and waste from any Order, you shall request in writing at time of the Order that the off-cuts and waste materials be added to your Order, in which case and they will be supplied with delivery of the Goods for your own disposal and/or use.

Specification: If BBS prepare Goods in accordance with a Specification you are deemed to warrant that (i) the Specification is accurate; (ii) Goods prepared in accordance with the Specification are fit for the purpose for which you intend to use them; and (iii) the Specification will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation. The above warranty does not extend to changes made to a Specification by BBS to ensure compliance with any applicable safety or statutory requirements and/or minor modifications BBS consider necessary (both of which you hereby consent they are entitled to do). Where BBS personnel or representatives take measurements on site, they are taken in good faith according to prevailing site conditions. Although BBS will endeavor to notify you of such measurements, it is your responsibility to check the dimensions are correct. BBS shall have no liability to you in respect of claims arising from the measurements of Goods supplied in accordance with specific dimensions taken by our personnel or representatives.

Termination: Without limiting its other rights and remedies, BBS may terminate the Contract with immediate effect by giving written notice to you if: (i) you commit a material breach of the Contract or any other contract between you and BBS; (ii) you fail to collect or accept delivery (as appropriate) of the Goods within three working days of the Intended Delivery Date or the Intended Collection Date (other than as a result of BBS's default); (iii) you fail to pay any amount due under the Contract or any other contract between you and BBS; (iv) you take any step in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), 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 your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (v) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or (vi) your financial position deteriorates to such an extent that in BBS's opinion your capability to adequately fulfil your obligations under the Contract or any other contract between you and BBS, each of the event or circumstances referred to in (i) to (vi) of this paragraph being a **Termination Event**. Without limiting its other rights or remedies, BBS may upon written notice also suspend performance of its obligations under the Contract, including supply of the Goods if a Termination Event has occurred or BBS reasonably believes will occur.

On termination of the Contract for any reason, all invoices shall immediately become due and payable.

Termination of the Contract shall not affect any of the parties' rights and remedies accrued as at termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

General: The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Either party may at any time give notice in writing to the other of its intention to refer any dispute or difference arising under these terms to adjudication. The adjudication will be conducted in accordance with adjudication provisions at Part I of the Scheme for Construction Contracts, SI 1998 No. 649.

The dispute or difference will be determined by the Adjudicator and as soon as possible after reaching his decision, the adjudicator will provide each party with a copy of the written decision, supported by reasons. In making his decision, the adjudicator shall determine the matters in dispute in accordance with the law and the provisions of these terms.

In any reference to the adjudicator, each party will bear its own costs.

If you are more than one person, each of you is jointly and severally liable for all your obligations under these Terms.

You shall not, without the prior written consent of BBS, assign the benefit or delegate the burden of the Contract or otherwise sub-contract, mortgage, charge or otherwise transfer any or all of your rights and obligations under the Contract or hold the benefit of the Contract on trust for any other person.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

Any notice to be served under these Terms shall be served by pre-paid first class post or by leaving it at or by delivering it to (by first class post) the other's registered office or principal place of business as notified by that party from time to time or email to an authorised representative of either party. Notices shall be deemed delivered on the next working day after receipt (for email) or second working day after posting or otherwise when delivered to or left at such address.

A party not a party to this Contract shall not have any right to enforce any of its terms.

This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurance, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. 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 this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

In these Terms: (a) a reference to a statue or statutory provision is a reference to such statue or provision as amended or re-enacted; (b) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (c) a reference to **writing** or **written** includes emails.

Adjudication: You agree that the Contract is a construction contract for the purposes of the Housing Grants, Construction and Regeneration Act 1996 and that the adjudication provisions of the Scheme for Construction Contracts (England and Wales) Regulations 1998 apply.

Privacy Policy: It is BBS's policy to collect customer information in an effort to improve your experience and communicate with you about BBS's products, services and promotion. We do not sell, rent, lend or offer your personal information to unrelated third parties. If you do not wish to receive emails, offers, newsletters and any other information material from BBS Facades Ltd., please tick here [ ] and return to marketing@vivaldagroup.co.uk