

1. Application of Conditions

1.1 These Terms and Conditions ("Conditions") apply to all contracts for the sale of goods ("Goods") by Brucom Distribution Ltd ("the Seller") to any purchaser ("the Buyer"). 1.2 These Conditions govern the Contract to the exclusion of all other terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order, or similar document.

2. Interpretation

2.1 Definitions:

- "Business Day" means any day other than a Saturday, Sunday, or public holiday in England.
- "Buyer" means the purchaser of the Goods.
- "Contract" means the agreement between the Seller and the Buyer for the sale and purchase of Goods, incorporating these Conditions.
- "Conditions" means these terms and conditions of sale.
- "Delivery Date" means the date specified by the Seller when the Goods are to be delivered.
- "Goods" means the articles which the Buyer agrees to purchase from the Seller.
- "Writing" includes electronic communication.

2.2 References to any statute shall include any amendment, extension, or re-enactment. 2.3 Headings are for ease of reference only and shall not affect interpretation.

3. Basis of Sale

3.1 No variation to these Conditions shall be binding unless agreed in Writing between authorised representatives of the Buyer and the Seller. 3.2 No representations made by the Seller's employees or agents shall be binding unless confirmed by the Seller in Writing. 3.3 Any sales literature, price lists, or other documents issued by the Seller do not constitute offers and may be amended or withdrawn without notice. 3.4 The Contract shall be deemed concluded when the Seller issues written acceptance, delivers the Goods, or raises an invoice. 3.5 The Seller may correct any typographical, clerical, or other error in any document without liability.

4. Orders and Specifications

4.1 Orders are accepted only when confirmed in Writing by the Seller. 4.2 Goods will be supplied in accordance with the description contained in the Seller's sales documentation unless otherwise agreed in Writing. 4.3 The Seller reserves the right to amend the quantity of Goods supplied to meet minimum unit requirements. 4.4 The Seller may make changes to the specification of the Goods to conform to applicable statutory or regulatory requirements or which do not materially affect their quality or performance. 4.5 Orders cannot be cancelled by the Buyer except with the Seller's written agreement. In such cases, the Buyer may be liable for costs incurred by the Seller.

5. Price

5.1 The price of the Goods shall be the price stated in the Seller's current price list at the time of order acceptance unless otherwise agreed in Writing. 5.2 Any quotation provided by the Seller shall be valid for a period of 7 days unless otherwise stated. 5.3 The Seller reserves the right to increase prices to reflect any increase in cost due to factors beyond the Seller's control, including but not limited to exchange rate fluctuations, increases in labour or material costs. 5.4 Prices include packaging and standard transport unless otherwise stated. 5.5 All prices are exclusive of VAT and other applicable taxes, which the Buyer shall be additionally liable to pay.

6. Payment

6.1 The Seller shall invoice the Buyer on or at any time after the delivery of the Goods. 6.2 Payment is due within 30 days of the date of the invoice unless otherwise agreed in Writing. 6.3 If the Buyer fails to pay on the due date, the Seller may suspend deliveries or require payment in advance. 6.4 All payments shall be made in full and in accordance with the payment instructions on the Seller's invoice.

7. Delivery

7.1 Delivery shall be made to the address specified in the Buyer's order or by collection. 7.2 Delivery dates are approximate and time shall not be of the essence unless agreed in Writing. 7.3 The Seller may deliver the Goods in instalments. Each instalment shall be treated as a separate contract. 7.4 If the Buyer fails to take delivery, risk shall pass to the Buyer, and the Seller shall be entitled to charge for storage and insurance.

8. Non-Delivery

8.1 If the Seller fails to deliver the Goods due to its own fault, and after being notified in Writing by the Buyer and not rectifying within a reasonable time, the Buyer may cancel the order. 8.2 The Seller's liability for non-delivery shall be limited to the excess cost to the Buyer of obtaining similar goods less the contract price.

9. Inspection / Shortages

9.1 The Buyer shall inspect the Goods on delivery. 9.2 Any damage or shortage must be notified to the Seller in Writing within 3 Business Days of delivery. 9.3 The Seller's liability shall be limited to making good any shortage or replacing or repairing damaged Goods.

10. Risk and Retention of Title

10.1 Risk in the Goods passes to the Buyer on delivery. 10.2 Title in the Goods shall not pass to the Buyer until the Seller has received in full all sums due in respect of the Goods. 10.3 The Buyer shall store the Goods separately and keep them insured until title passes. 10.4 If the Buyer fails to make payment, the Seller may recover the Goods.

11. Assignment

11.1 The Seller may assign the Contract. The Buyer may not assign without the Seller's written consent.

12. Defective Goods and Warranty

12.1 The Buyer must notify the Seller in Writing within 3 Business Days of delivery if the Goods are defective. 12.2 The Seller warrants that all Goods shall be free from material defects in design, materials, and workmanship for a period of 12 months from the date of delivery unless agreed otherwise in Writing. 12.3 This warranty covers parts and labour required to repair or replace defective components during the Warranty Period. 12.4 This is a return-to-base warranty; the Buyer is responsible for return costs. 12.5 The warranty does not cover damage due to improper installation, misuse, wear and tear, unauthorised modifications or repairs, or use outside specification. 12.6 Returns must be accompanied by a valid Return Material Authorisation (RMA) number and appropriate packaging. 12.7 The Seller may repair, replace, or refund the Goods at its discretion. Refunds shall not exceed the original purchase price excluding carriage. 12.8 The warranty is valid only for the original purchaser and is not transferable without prior written consent. 12.9 Warranty obligations shall be suspended in full where amounts due by the Buyer remain outstanding beyond agreed payment terms. No warranty claims shall be honoured during such suspension.

13. Buyer's Default

13.1 If the Buyer fails to make payment on the due date or otherwise breaches the Contract, the Seller may cancel the order, suspend any further deliveries, and charge interest. 13.2 The Seller may also terminate the Contract if the Buyer becomes insolvent or unable to pay its debts.

14. Limitation of Liability

14.1 The Seller's liability under the Contract shall not exceed the price of the Goods. 14.2 The Seller shall not be liable for any indirect, incidental, or consequential losses including but not limited to loss of profits, loss of business, or production downtime.

15. Confidentiality and Intellectual Property

15.1 The Buyer shall keep all commercial terms and technical information relating to the Contract confidential. 15.2 The Buyer shall not use or reproduce the Seller's name, logo, or trademarks without written permission. 15.3 These obligations shall survive the termination or completion of the Contract. 15.4 The Seller retains all intellectual property rights in any and all designs, drawings, specifications, documentation, software, and other materials provided to the Buyer. These materials may not be copied, disclosed, distributed, or used for any purpose other than that for which they were provided, without the prior written consent of the Seller.

16. Indemnity

16.1 The Buyer shall indemnify, defend, and hold harmless the Seller against any and all claims, losses, liabilities, damages, costs, and expenses (including legal fees) arising out of or in connection with:

- The Buyer's breach of these Conditions;
- Misuse or unauthorised use of the Goods;
- Any failure by the Buyer to comply with applicable laws or regulations.

17. Communications

17.1 All notices shall be in Writing and delivered by hand, post, or email to the recipient's address specified in the Contract.

18. Force Majeure

18.1 Neither party shall be liable for any delay or failure to perform due to events beyond their reasonable control, including but not limited to natural disasters, war, strikes, or customs delays.

19. Severance

19.1 If any provision of these Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20. Third-Party Rights

20.1 No third party shall have any rights under the Contract.

21. Limitation on Claims

21.1 Any claims made by the Buyer under this Contract must be brought within 12 months from the date on which the cause of action arose.

21.2 After this period, the Seller shall have no liability whatsoever in respect of such claims.

22. Export Controls and Sanctions

22.1 The Buyer agrees to comply with all applicable export control laws, regulations, and economic sanctions in force in the UK or any other relevant jurisdiction. 22.2 The Seller shall not be liable for any failure or delay in delivering the Goods where such delivery would contravene applicable export controls or sanctions. 22.3 The Seller reserves the right to cancel any order or terminate the Contract without liability if it believes that fulfilling the order would breach any such laws or regulations.

23. Governing Law and Jurisdiction

23.1 These Conditions and the Contract shall be governed by and construed in accordance with the laws of England and Wales. 23.2 The parties submit to the exclusive jurisdiction of the English courts.

24. Shipping Terms and Conditions

24.1 General

These Shipping Terms and Conditions apply to all shipments of Goods from Brucom Distribution Ltd to the Buyer. By placing an order, the Buyer agrees to these Shipping Terms.

24.2 Shipping Methods and Delivery

- Standard, express, and next-day delivery options are available depending on location and courier availability.
- Estimated delivery times are provided at the time of order but are not guaranteed. Delays due to weather, customs, or carrier issues may occur.
- Domestic and international shipping is available, subject to applicable regulations and restrictions.
- Risk of loss passes to the Buyer upon handover to the shipping carrier. Ownership passes upon full payment.

24.3 Shipping Costs and Charges

- Shipping costs are based on weight, dimensions, destination, and shipping method.
- The Buyer is responsible for additional fees including customs, duties, and taxes unless otherwise agreed.
- Express or priority shipping must be requested at the time of order and may incur additional charges.

24.4 Insurance Options

- All shipments include standard insurance covering up to £50 per consignment.
- Additional insurance may be purchased upon request. Claims must be submitted within 7 days for damage and 14 days for loss.
- Insurance does not cover delays, indirect losses, or damages resulting from the Buyer's handling or use.

24.5 Customs and Import Duties (International Orders)

- The Buyer is responsible for all import duties, taxes, and customs clearance fees.
- The Buyer must ensure compliance with all applicable import laws and regulations.

24.6 Order Tracking and Delivery Confirmation

- Tracking numbers are provided where applicable. The Buyer is responsible for monitoring shipment status.
- Failed deliveries due to incorrect address or unavailability may incur additional charges. Restocking fees may apply for undelivered returns.

24.7 Damaged or Missing Shipments

- Damaged shipments must be reported within 48 hours of receipt with supporting photographic evidence.
- Missing shipments must be reported within 7 days of the expected delivery date.

24.8 Returns and Refunds

- Returns are governed by the Seller's separate Returns Policy. Return shipping is at the Buyer's cost unless due to Seller error.

24.9 Liability Disclaimer

- The Seller shall not be liable for indirect, incidental, or consequential damages due to delayed, damaged, or lost shipments.
- Liability is limited to replacement of affected Goods or a refund of the purchase price at the Seller's discretion.

24.10 Force Majeure

- The Seller shall not be liable for shipping delays or failures caused by force majeure events.

24.11 Contact Information

Brucom Distribution Ltd

Email: sales@brucom.co.uk

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