



Berkeley Stainless Fittings Ltd

**Berkeley Stainless Fittings Ltd – Terms & Conditions of sale**

Updated: 03/02/2023

1. All sales contracts of Berkeley Stainless Fittings Ltd (hereinafter referred to as the Company) shall be deemed to incorporate these Conditions except insofar as these conditions are varied by any special Conditions agreed in writing between the parties and signed by the Proprietor of the Company. Any terms and conditions in the Buyers order which are inconsistent with these conditions shall have no effect.
2. Unless fixed prices have been expressly agreed by the Company in writing, the price payable by the Buyer shall be the Company's ruling price at the date of despatch of each delivery. Prices are subject to the addition of V.A.T at the rate ruling at the time of despatch. Payment is due in cash by the end of the month following the month of despatch.
3. This contract is divisible. Each delivery made hereunder:
  - 3.1. Shall be deemed to arise from a separate contract, and
  - 3.2. Shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect or default in the delivery of any other instalment.
4. **DELIVERY** – Notwithstanding any date or time of delivery indicated no guarantee or warranty as to the date of delivery or time of delivery is given or is implied and no responsibility is accepted by us for any loss resulting in or arising in connection with any delay.
5. The company shall not be liable for delay in delivery or failure to make delivery of any goods due to circumstances beyond its control, including but without prejudice to the generality of the foregoing war, rebellion, revolution, strikes, lockouts, breakdown of plant or governmental or other laws, regulation or degrees.
6. Delivery shall be deemed to be effective and the risk in the goods shall pass from the Company to the Buyer when the goods are unloaded at the address nominated by the Buyer or his Agent for delivery save where the goods are to be collected by the Buyer or his Agent when the goods are loaded onto the vehicle collecting them.
7. Until such time as all sums due to the Company from the Buyer whether in respect of goods delivery by the Company to the Buyer or otherwise have been paid the provisions of this condition shall have effect.
  - 7.1. All goods delivered by the Company to the Buyer will remain the property of the Company to the intent that the whole legal and beneficial interest therein shall remain that of the Company.

**Berkeley Stainless Fittings Limited**

13 Brookgate, South Liberty Lane,  
Ashton, Bristol, BS3 2UN

VAT Reg. GB 609306745

Company Registration: 3549436

[www.berkeleystainless.co.uk](http://www.berkeleystainless.co.uk)

[sales@berkeleystainless.co.uk](mailto:sales@berkeleystainless.co.uk)

**0117 9665544**





## Berkeley Stainless Fittings Ltd

- 7.2. If the Buyer becomes insolvent or being a body corporate has a Receiver appointed or passes a resolution of winding-up or if a Court makes an order to that effect or being an individual or partnership makes any composition or arrangement with his or their creditors or has a receiving order made against him or them or if the buyer shall be in breach of these conditions then the Company shall be at liberty to forthwith remove and repossess all goods which remain the property of the Company in accordance with this condition.
- 7.3. No provision of this Condition shall be deemed to cause a Mortgage or Charge of the property or undertaking of the Buyer or any part thereof to have been created by the Buyer in favour of the Company.
8. **DAMAGE OR LOSS** – No claims for shortages, non-delivery, damage, or loss for delivery by our own transport can be accepted unless we are advised in writing within three days of receipt of goods and an opportunity of checking given. No Claims for shortages, non-delivery, damage or loss for delivery by private/public transport can be accepted unless we are advised in writing within three days of date of advice note. No claim for material damaged in transit will be considered by the Company unless an appropriately qualified signature e.g., "Material received, damaged, (signed)," is clearly made by the Customer on the delivery note.
9. **CANCELLATION** – Cancellation by the Customer will only be accepted at the discretion of the Company and in any case on condition, that any costs or expenses incurred by the Company up to the date of cancellation, and all loss or damage resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing.
10. **RESTOCKING** – The company reserves the right to charge a reasonable restocking charge. This could be a lump sum, or a percentage of the invoice value. This is to cover admin costs, and warehouse costs. All delivery costs to be paid by the buyer.
11. **SPECIAL GOODS** – Where goods are made to the Customers specification by the Company or by any third party and are procured from that third party by the Company for the Customer. The Customer undertakes full responsibility for the suitability and accuracy of the specification instructions or design, which it may supply and undertakes to indemnify the Company against any infringement of and patent registered design, trademark, trade name or copyright and any loss damage or expenses which it may incur by reason of such infringement in any country.
12. **SPECIAL GOODS RETURNS** – The company reserves the right not to accept any returns for goods that are specially produced to drawing/description by the company, for the customer. unless it's not in accordance with the specified drawing supplied.

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13. **LIMIT OF LIABILITY** – Any material admitted by us to be defective will be credited or replaced free of charge but no claim for labour charges or expenses or other consequential loss or damage will be allowed. As the Company is generally unaware of the use to which its goods will be put the Company will not consider any claims for Death or Personal injury and all conditions and warranties as to fitness for purposes whether expressed or implied and whether arising by statute, custom of the trade or at common law are excluded. We shall not be liable for loss of profit, damage to plant or for any expenditure incurred on goods supplied or any consequential loss sustained by the Buyer for reason of any breach of the contract by this firm. Nor shall we be liable for any of the foregoing if any wrong material is supplied.
14. The Company shall not be required to supply test certificates. However, where possible the Company will supply these, provided the same are requested a reasonable time before delivery and the Company may charge a reasonable fee for any certificate supplied. Test certificates must be requested at the time of order.
15. The Buyer shall not be entitled to withhold payment of any sums due to the Company by reason of any disputed claim of the Buyer for defective goods or alleged breach of contract by the Company.
16. Without prejudice to any of its other rights the Company may terminate the contract or suspend further deliveries to the Buyer in the event of the Buyer failing to make due payments for any goods or if any distress execution or other legal process shall be levied upon the Buyer or if the Buyer becomes insolvent or being a body corporate has passed a Resolution for voluntary winding-up or is subject to a winding-up Order of the Court or has Receiver appointed.
17. The contract between the Company and the Buyer shall be deemed to have been made in England and shall be governed in all respects by English Law. The Buyer shall submit to the jurisdiction of the English Courts.
18. **WEBSITE/DATA SHEETS/BROCHURE** – The company have provided all information in good faith. Therefore, the company cannot accept any responsibility/liability for any errors, variances, or changes in design/standard that may have occurred. All images / photos that have shown are for illustration purposes only and may not represent the actual product received.
- 18.1. Material supplied by the Company may vary significantly from the supplied information but will conform to the relevant and applicable standards.
- 18.2. All information supplied is for guidance only.
- 18.3. The company will not be liable for any loss of profit, labour, damage to plant or for any expenditure incurred due to items not being as per our supplied data. All data is supplied for guidance only.

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