

TERMS AND CONDITIONS OF SALE FOR ONLINE SALES

BALLUFF

I. General

Balluff Limited only supplies goods to business customers and does not supply goods to consumers (i.e. those purchasing products wholly or mainly for personal use and not for use in connection with a trade, business, craft or profession). Consumers should not attempt to place orders with Balluff Limited, as orders received from non-business customers will be rejected.

These terms and conditions apply to all supplies of goods by Balluff Limited ordered via the website www.balluff.co.uk (this Site) or by telephone or email. In the event of any inconsistency between these conditions and any other terms and conditions including (but not limited to) those in any purchase order, these terms shall prevail.

The placing of an order (including telephone or orders by email) with Balluff Limited shall constitute implicit acceptance of these terms and conditions of sale which can also be found at www.balluff.co.uk.

II. Orders from this Site

The order process on this Site allows purchasers to check and amend any errors before submitting an order to Balluff Limited. After an order is placed, purchasers will receive an e-mail acknowledging that the order has been received. However, please note that this does not mean that the order has been accepted. Balluff Limited will confirm acceptance of an order by sending an e-mail that confirms that the order has been accepted and the contract between Balluff Limited and a purchaser will only be formed when Balluff Limited send this email.

There may be circumstances when Balluff Limited may be unable to supply a product, for example: because payment cannot be authorised, because a purchaser is a non-business customer, because the goods are not in stock (or no longer available), because a delivery date is unavailable, or because of an error in the price on this Site. In these circumstances Balluff Limited will inform the purchaser of this by email and the order will not be processed. If the purchaser has already paid for the goods, Balluff Limited will refund the full amount (including any delivery costs charged) as soon as possible.

III. Prices

The price of goods supplied by Balluff Limited will be the price indicated on the order pages when an order is placed (for purchases made via this Site) or the price quoted by Balluff Limited (for orders placed by other means). All prices quoted by Balluff Limited are based upon manufacturers' list prices and are subject to change without notice. Unless otherwise stated prices are for a single consignment to a single address. Where the purchaser requests items to be supplied with certificates of conformity, Balluff Limited reserves the right to make an extra charge for providing such certificates.

Whilst every effort has been made to ensure price list accuracy, no responsibility is accepted for any errors or omissions. The price charged shall be that current at the date of order (for purchases made via this Site) or at the date of despatch (for orders placed by other means) and prices shall be exclusive of VAT, unless otherwise stated. VAT will be charged at the current rate, excluding excluding certain goods that are zero rated for VAT (e.g. catalogues etc.).

IV. Payment

Purchasers may pay for goods ordered via this Site using a pre-established Balluff account or a credit or debit card, which will be charged when the goods are despatched. Balluff Limited will use its reasonable endeavours to ensure that all of the information that is provided by a purchaser when paying for goods is secure using an encrypted secure payment mechanism but, in the absence of Balluff Limited's negligence, Balluff Limited will not be legally responsible for any loss that a purchaser may suffer if a third party gains unauthorised access to any information provided.

For goods that are not ordered from this Site, all accounts are payable on demand but in any case must be paid not later than 30 days from date of invoice. Balluff Limited reserves the right to suspend deliveries where payment is not received in accordance with above or in accordance with any alternative arrangement which shall be agreed in writing between the parties. Balluff Limited also reserves the right to withdraw credit terms shown above in this clause and substitute cash with order terms. Balluff Limited retain the right to charge interest on overdue accounts at the rate of 8% above Bank of England base rate or the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 (whichever is the greater), which shall accrue daily from the date due for payment until the full amount has been paid or judgment is obtained.

Time for payment shall be of the essence. The purchaser shall not be entitled to set-off any sums owed to it against invoices from Balluff Limited unless Balluff Limited has given its prior consent in writing.

V. New Accounts

Customers wishing to open ledger accounts are requested to furnish a Banker's and two trade references.

VI. Telephone Orders

Orders can be accepted by telephone only if an official order number is quoted by the purchaser. If a telephone order is confirmed in writing the purchaser must mark such written order with any confirmation reference given by Balluff Limited when the order was accepted on the telephone. Balluff Limited shall not accept liability for any duplication of delivery that may occur due to orders made in this manner.

VII. Title

7.1 All goods supplied by Balluff Limited to a purchaser are the risk of the purchaser from the time of delivery.

7.2 Ownership of goods shall not pass to a purchaser until Balluff Limited has received in full (in cash or cleared funds) all sums due to it in respect of the goods supplied by it to the purchaser and all other sums which are or which become due to Balluff Limited from a purchaser on any account.

7.3 Until ownership of any goods has passed to a purchaser, the purchaser must:-

- hold such goods on a fiduciary basis as Balluff Limited's bailee;
- store the goods (at no cost to Balluff Limited) separately from all other goods of the purchaser or any third party in such a way that they remain readily identifiable as the property of Balluff Limited;
- not destroy, deface or obscure any identifying mark or packaging on or relating to the goods supplied by Balluff Limited;
- maintain the goods in satisfactory condition and keep them insured on Balluff Limited's behalf for their full price;
- hold the proceeds of insurance referred to in paragraph (d) above on trust for Balluff Limited.

7.4 A purchaser may re-sell any good supplied by Balluff Limited before ownership has passed to it solely on the following conditions:-

- any sale shall be effected in the ordinary course of the purchaser's business at full market value; and
- any such sale shall be a sale of Balluff Limited's property on the purchaser's own behalf and the purchaser shall deal as principal when making such a sale.

7.5 Balluff Limited shall be entitled to recover payment for any goods supplied notwithstanding

that ownership of any goods has not passed from Balluff Limited.

7.6 The purchaser grants to Balluff Limited, its agents and employees an irrevocable licence at any time to enter any premises where goods are or may be stored in order to inspect them or to recover them.

A purchaser's right to possession of any goods supplied to it by Balluff Limited shall terminate immediately if the purchaser has a bankruptcy order made against it or makes any arrangement or composition with its creditors or has a Receiver and/or Manager, Administrator or Administrative Receiver appointed over its undertaking or any part thereof or a resolution is passed or petition presented for its winding-up or any proceedings are commenced relating to the insolvency or possible insolvency of the purchaser.

VIII. Delivery

Time for delivery shall not be of the essence. Balluff Limited will notify the purchaser of the estimated delivery date in writing when Balluff Limited confirms that the order has been accepted. All goods are supplied ex. Works (Incoterms 2000) and unless otherwise stated carriage and packing are charged extra. Special deliveries (e.g. Securicor, Red Star, etc) are charged to the purchaser at cost.. While Balluff Limited will take all reasonable steps to deliver the goods by the estimated delivery date or within any agreed delivery period Balluff Limited accepts no responsibility or liability for failure to do so.

Balluff Limited reserves the right to delivery in more than one shipment at its discretion.

In the event that delivery is delayed at the request of the purchaser Balluff Limited shall be entitled to invoice the purchaser for its reasonable storage charges.

IX. Cancellation

Cancellations of orders will not be accepted unless notified in writing to Balluff Limited, as follows:

- for orders placed via this Site, before we confirm that the order has been accepted; or
- for orders placed by other means, at least 25 working days prior to the estimated date of delivery.

All cancellations will be subject to a cancellation charge which represents Balluff Limited's reasonable costs in beginning to fulfil the order and which may be as much as 50% of the price of each item.

X. Inspection

The purchaser shall inspect any goods received from Balluff Limited within 3 days of receipt. Unless Balluff Limited receives notice of any loss or damage in transit within 3 days of delivery, its liability to refund the goods pursuant to clause 11 below shall cease.

XI. Loss and Damage in Transit

Balluff Limited will refund the cost of or at its discretion replace or repair free of charge, any of the goods proved to the satisfaction of Balluff Limited to have been lost or damaged in transit up to the moment of delivery, provided that within three business days after the receipt of the goods in the case of damage, or within ten business days of receipt of invoice in the case of loss, the purchaser notifies both Balluff Limited and the carrier in writing of the occurrence of the damage or loss and its nature and extent.

XII. Defects after Delivery

Balluff Limited will make good by repair at our option by the supply of a replacement, defects which, under proper use, appear in the goods within a period of twelve calendar months after the goods have been delivered and arise solely from faulty design (other than a design made, furnished or specified by you or Balluff Limited has disclaimed responsibility in writing), materials or workmanship. Provided always that defective parts have been returned to Balluff Limited if it shall have so required. Balluff Limited shall refund the cost of carriage on such returned parts and the repaired or new parts will be delivered by Balluff Limited free of charge.

XIII. Limitation of Liability

13.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from any contract between a purchaser and Balluff Limited (save for the conditions implied by Section 12 of the Sale of Goods Act 1979, Section 2 of the Supply of Goods Act 1982, the Consumer Protection Act 1987 and subject to paragraph 13.2).

13.2 Nothing in these conditions excludes or limits the liability of Balluff Limited for fraud or fraudulent misrepresentation, or for death or personal injury caused by Balluff Limited's negligence.

13.3 Subject to paragraph 13.1 and 13.2:-

- Balluff Limited's total liability in contract, tort, misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of any contract between it and a purchaser shall be limited to the contract price payable by the purchaser; and
- Balluff Limited shall not be liable to any purchaser for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims for consequential compensation whatsoever (however caused) which arise out of or in connection with any contract between Balluff Limited and the purchaser.

XIV. Termination

without prejudice to any other rights or remedies which the parties may have, Balluff Limited may terminate the contract created pursuant to these terms without liability to the purchaser immediately on giving notice to the purchaser if:

- the purchaser fails to pay any amount due for payment and remains in default not less than seven days after being notified in writing to make such payment; or
 - the purchaser commits a material breach of any of the terms of these terms and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - the purchaser repeatedly breaches any of these terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the terms; or
 - the purchaser goes into liquidation, has a winding up petition presented against it, makes an arrangement with its creditors, is declared bankrupt (or other equivalent situations).
- Upon termination of such contract for any reason the purchaser shall immediately pay to Balluff Limited all outstanding invoices and interest in respect of services or goods supplied by Balluff Limited.

XV. Technical Data and Input Material

Whilst every effort has been made to ensure the accuracy of technical data, Balluff limited accepts no liability in respect of any loss or damage arising from errors or omissions or by virtue of any data or information provided to it which turns out to be incorrect.

XVI. Intellectual Property

as between the purchaser and Balluff Limited all intellectual property rights in any goods or services provided by Balluff Limited shall remain the sole property of Balluff Limited.

XVII. Force Majeure

Should Balluff Limited be prevented from delivery at the agreed date due to strikes, Lockouts, acts of God, war, fire, tempest, flood, accident or damage to goods, or delay in obtaining or inability to obtain through scarcity of materials or for any other cause beyond Balluff Limited's control Balluff Limited may suspend delivery until a reasonable time after the end of the happening and during such time as is reasonably incidental to the resumption of normal production of sale or cancel or vary the contract without compensation.

XVIII. Law

The quotation and any contract that shall result there from shall be governed in all respects by the laws of England and Wales and the purchaser hereby agrees to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

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