

TERMS OF SALE

Smith Brothers Stores Limited (**we, us, or SBS**) is registered in England and Wales as company number 962846. Our registered office is at Unit V2 Blaby Industrial Park, Winchester Avenue, Blaby, Leicester, LE8 4GZ.

We do not sell to consumers. Our products are available for purchase by other businesses only.

AGREED TERMS

1. Definitions

The following definitions apply in this agreement:

Business Day	any day other than a Saturday, a Sunday, or a bank holiday in England and Wales.
Contract	defined in clause 2.3.
Terms of Sale	this document.

2. Our contract with you

- 2.1 When you place an order with us, you offer to buy the products in your order for the prices we quote to you when you place the order. Each offer is subject to and incorporates these Terms of Sale.
- 2.2 You warrant to us that you are placing each order on behalf of a business and not as a consumer.
- 2.3 Your order, read together with these Terms of Sale, becomes a legally binding **Contract** only if we accept the order by:
- (a) delivering to you at least one of the products in your order; or
 - (b) confirming in writing our acceptance of your order.
- 2.4 We do our best to make sure the prices we quote to you are correct. However, mistakes happen. If you place an order for a product that we have mispriced, the pricing error is obvious, and you should reasonably have recognised the price as mistaken, then we may cancel your order and refund you in full.
- 2.5 If your order includes out-of-stock goods, we may accept the order and deliver only the in-stock goods at first. We will then do our best to source the remaining goods, but we may cancel from your order any items we cannot source.
- 2.6 If our cost price for an out-of-stock item in your order is higher than we expected, we may increase the price of that item in your order. However, if we do this you can cancel that item from your order at no charge.

3. Our products

- 3.1 Any product images in our print and online catalogues are for illustrative purposes only. The packaging and colour of the products you receive could differ from those images.
- 3.2 We may change the specification of any products you order if required by any applicable statutory or regulatory requirement.

4. Pricing and payment

- 4.1 All prices exclude VAT. Unless stated otherwise in the product description or on the order form, prices also exclude delivery.
- 4.2 If we quote you a price in orally or in writing, the quote is valid for 30 days only.
- 4.3 We require payment in full when you place an order, subject to clause 4.4.
- 4.4 In our discretion, we may accept your order on credit and issue an invoice to you instead of requiring immediate payment. Payment of each such invoice is due at the end of the month following the date of the invoice.

5. Delivery, risk, and title

- 5.1 We cannot guarantee delivery dates. If we provide a delivery date, it is an estimate only. We are not liable to you for any losses due to late delivery of products in an order, and the time of delivery is not of the essence in any Contract.
- 5.2 Risk in all products transfers from us to you upon delivery. A product is deemed to be delivered by us to you once either:
- (a) we (or a carrier contracted by us) delivers it to you at the delivery address agreed in the Contract; or
 - (b) you (or a carrier contracted by you) collect it from us.
- 5.3 Notwithstanding delivery and the passing of risk, property in and title to the goods remains with us until we receive payment of the full price of
- (a) all Goods and Services in the Contract and
 - (b) all other goods and services supplied by us to you under any contract whatsoever.
- Payment of the full price includes, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between us and you.
- 5.4 Until title to goods in a Contract passes from us to you under clause 5.2, you must:
- (a) store the goods so that it's obvious they belong to us;
 - (b) not remove, deface, or obscure any labels or identifying marks on the goods;
 - (c) keep the goods in good and substantial repair, and keep them insured against all risks on our behalf for the full value of those goods using an insurer that is reasonably acceptable to us; and
 - (d) inform us, upon reasonable request, about the condition of the Equipment and any risk that your business may become insolvent.

6. Warranties

- 6.1 As a buyer working in a skilled trade, you are solely responsible for making sure the goods you order from us are suitable for your purposes. We will not advise you on the correct use of the goods, and we do not warrant that the goods you buy from us are fit for your purposes.
- 6.2 We promise that upon delivery all goods we sell you will:
 - (a) conform with their description, subject to clause 3; and
 - (b) be free from material defects in design, material, and workmanship.
- 6.3 You must inspect the goods promptly after delivery. If we deliver defective goods to you, then you must:
 - (a) notify us in writing within three Business Days after delivery;
 - (b) give us a reasonable opportunity to examine the defective goods; and
 - (c) return the goods to us at your cost if we ask you to.
- 6.4 If you comply with clause 6.3, then at our option we must either:
 - (a) repair or replace the defective goods; or
 - (b) fully refund the price (plus VAT) you paid us for the defective goods.
- 6.5 To the fullest extent permitted by law, each Contract excludes all conditions or warranties that would otherwise be implied by law.
- 6.6 These Terms of Sale also apply to any repaired or replacement goods we supply to you.

7. Returns

- 7.1 All sales are final, subject to clause 7.2.
- 7.2 You may request to return non-defective goods to us in a resalable condition in exchange for a credit on your account. We may accept or refuse the return of goods in our sole discretion. All returns are subject to a restocking charge of at least 25% (we will quote the restocking charge on an item-by-item basis before accepting any return). Title in any returned goods passes from you to us once we credit your account with the purchase price less the restocking charge.

8. Limits of liability

- 8.1 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with a Contract, including liability in contract, negligence, tort, or delict.
- 8.2 Our total liability to you under each Contract cannot exceed the larger of either £100,000 or the total value of the goods purchased under that Contract, plus reasonable legal costs.
- 8.3 We are not liable to you for:
 - (a) indirect or consequential losses;
 - (b) special damages; or
 - (c) damages for loss of contracts or lost profits.
- 8.4 Nothing in these Terms of Sale limits any party's liability for death, personal injury, fraud, or fraudulent misrepresentation.

9. General

- 9.1 **Entire agreement.** Each Contract contains the entire agreement between you and us about the sale and purchase of the items listed in the corresponding order. A Contract can only be amended by a further written agreement between you and us that contains an express term stating an intention to amend that Contract.
- 9.2 **Third party rights.** Nothing in a Contract is enforceable by anyone except you and us.
- 9.3 **Assignment.** We may assign any of our rights under a Contract to a third party. You may not assign any of your rights under a Contract to a third party without our consent.

10. Governing law and jurisdiction

- 10.1 If delivery of the goods occurs in Scotland, the Contract is governed by Scots law, and the parties must submit to the exclusive jurisdiction of the Scottish Courts to resolve any disputes arising under or in connection with the Contract.
- 10.2 If delivery of the goods occurs in Northern Ireland, the Contract is governed by Northern Irish law, and the parties must submit to the exclusive jurisdiction of the Courts of Northern Ireland to resolve any disputes arising under or in connection with the Contract.
- 10.3 If delivery of the goods occurs anywhere other than Scotland or Northern Ireland, the Contract is governed by English law, and the parties must submit to the exclusive jurisdiction of the Courts of England & Wales to resolve any disputes arising under or in connection with the Contract.