



# BOUNCE BACK SOLUTIONS

## Terms and Conditions

- 1) These terms and conditions will apply to the purchase of the goods detailed in our quotation (Goods) by the buyer (you or customer) from Bounce Back Solutions Limited is a company registered in England and Wales under number 12587014 whose registered office is at 16 Church Road, Kent, TN1 1JP.
- 2) These Terms and Conditions will be deemed to have been accepted by you when you accept them or the quotation or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
- 3) These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 4) Unless otherwise stated, all orders present and future are accepted on these terms, which override and exclude any other terms stipulated or incorporated or referred to by the Buyer/Seller, whether in the order or in any negotiations, and any course of contact established between Bounce Back Solutions and the buyer.
- 5) The Buyer acknowledges that there are no representations outside these terms, which have induced the Buyer to enter into the contract, and these terms shall constitute the entire understanding between the parties for the sale of the Goods or Services supplied. No changes of these terms shall be effective unless made by an express written agreement between the parties.
- 6) If any of these conditions is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 7) These terms and conditions do not affect your statutory rights as given under the law of England and Wales, and all parties agreed to be bound by such laws.

## THE GOODS

- 1) All prices, descriptions, images stated in any Bounce Back Solutions catalogue, sales literature, price lists or other documentation (issued by Bounce Back Solutions from time to time in whatever form and on whatever media) may be altered by the Company at any time without giving notice to the customer.
- 2) Products or Services are in essence items, which are not supplied as standard,

un-returnable, may require a unique process to manufacture and supply or not advertised in the Bounce Back Solutions catalogue.

- 2) All products have the proper certification where applicable.
- 3) Products can only offer the protection as specified by the Manufacturers Guidelines.

## **PRICE**

- 1) The price (unless negotiated) shall be as stated in the Bounce Back Solutions standard list pricing or any other media at the time the order is given.
- 2) All prices are quoted excluding delivery to the Buyers address within mainland Britain unless otherwise specified.
- 3) The Price is exclusive of any applicable VAT and other taxes which are imposed or charged by any competent authority

## **CANCELLATION and Alteration**

- 1) The Buyer may not cancel any Order without giving consent to Bounce Back Solutions in writing, unless the Buyer has been notified of a delay in delivery due to force majeure.
- 2) The quotation (Including any non-standard price negotiated in accordance with the clause on Price (Above) is valid for a period of 5 days only from the date shown in it unless expressly withdrawn by us at an earlier time.
- 3) Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation

## **DELIVERY**

- 1) We will arrange for the delivery of the Goods to the address specified in the quotations, or your order or to another location we agree in writing.
- 2) If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.
- 3) Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8am to 8pm.
- 4) If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights:
  - a. Store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and/or
  - b. Make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or
  - c. after 10 business days, resell or otherwise dispose of part of all the Goods and charge you for any shortfall below the price of the Goods.

- 5) All delivery dates are estimates only; Bounce Back Solutions shall endeavour to meet delivery dates. Bounce Back Solutions will not be held responsible when prevented from or hindered in delivering the products by reason of force majeure.
- 6) Bounce Back Solutions will where possible inform the Buyer of any delayed deliveries caused by forced majeure circumstances. Same day delivery may be made subject to force majeure, the item being in stock, unsold and any applicable carriage charges applied. If delivery of any products has not been made within reasonable period post force majeure, the Buyer shall be entitled to cancel their order.
- 7) Bounce Back Solutions shall in no circumstances be liable to compensate the Buyer in damages or otherwise for late delivery or non-delivery of the Goods or Services for whatever reason or for any loss.
- 8) Where the items have been prepaid, Bounce Back Solutions will provide a full refund of such items not delivered or provided. Delivery shall be deemed to have taken place when the products have been delivered to the Buyers requested delivery address.

### **Inspection and acceptance of Goods**

- 1) You must inspect the Goods on delivery or collection.
- 2) If you identify any damages or shortages, you must inform us in writing within 7 days, providing details.
- 3) Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair or replace or refund the Goods or part of them.
- 4) We will be under no liability or further obligation in relation to the Goods if:
  - a. If you fail to provide notice as set above; and/or
  - b. You make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
  - c. The defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
  - d. The defect arises from normal wear and tear of the Goods; and/or
  - e. The defect arises from misuse or alterations of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties
- 5) If the Buyer fails to give such notice the goods shall be conclusively presumed to be in all respects in accordance with the contract and free from any defect which would be apparent on reasonable examination of the items and the Buyer shall be deemed to have accepted the Goods accordingly.
- 6) . In the event of Goods being incorrectly ordered by the Buyer, Bounce Back Solutions reserve the right to apply a Handling Charge. In all cases where reasonably possible a Bounce Back Delivery Note number must be quoted. Goods being returned regardless of the circumstances must where possible be in the Manufacturers unmarked original packing.

### **PAYMENT STATIONERY**

- 1) Payment for Goods or Services shall be made strictly within 30 days from the date of invoice unless otherwise stated.

## **PAYMENT FURNITURE**

- 1) Account Customers: payment for Goods or Services shall be made strictly within 30 days from the date of invoice unless otherwise stated.
- 2) Non-Account Customers: payment terms are 25% deposit with order, balance prior to delivery unless otherwise stated. Bounce Back Solutions shall also (without prejudice to any other right or remedy available to it) be entitled to retain the deposit paid should the Purchaser seek to cancel or fail to complete the purchase of Goods or Services. No cash or other discount will be allowed unless otherwise stated.

## **PAYMENT GENERAL**

- 1) If the Buyer is overdue with any payment, Bounce Back Solutions may cancel or suspend delivery of any other order.
- 2) Bounce Back Solutions may demand forthwith by notice to the Buyer, the whole of the price of all Goods or Services purchased or agreed to be purchased by the Buyer and may cancel all outstanding Orders for the Goods on the happening of the following events:
  - a. Commencement of the winding up of the Buyer.
  - b. Commission by the Buyer of an act of Bankruptcy.
- 3) Appointment of a receiver of any asset of the Buyer, or of an administrative receiver of the Buyer, or the levying of any distress or execution on any asset of the Buyer.
- 4) The Buyer ceasing or threatening to cease to carry on business.
- 5) The Buyer enters into a voluntary arrangement, seeks composition with its creditors or call a creditors meeting.
- 6) Time for payment for the Goods or Services shall be of the essence.
- 7) Interest on any outstanding sums will be charged at a rate of 2% per month. In addition, if the Buyer is in default with payments Bounce Back Solutions shall be entitled to suspend work, or withhold further deliveries until full settlement is received.

## **COPYRIGHT AND ARTWORK**

- 1) The company assumes that by passing artwork etc. to them the Buyer has the legal right to the property in it and requires the Buyer to indemnify the

- Company from all and any claims arising from alleged breach of Copyright etc.
- 2) The company under no circumstances will accept any actions against itself whether Direct, Conjoined or ex parte, and Bounce Back Solutions accepts no liability from Buyer's mistakes or transgressions in this (or any other) field.
  - 3) All agreed terms are subject to sight of Artwork, if any. Artwork will not be sent to print without confirmation either verbal or written. The company will take no responsibility for any problems with artwork after approval and confirmation to send to print.

## **INDEMNITY**

- 1) The Buyer shall indemnify Bounce Back Solutions in respect of all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges, or expenses in connection therewith arising from the condition or use of the goods in the event (and to the extent) that the damage, injury or loss shall have been occasioned partly or wholly by the carelessness of the Buyer or his servants invites or agents or by any breach by the Buyer of its obligations to Bounce Back Solutions hereunder.

## **DEFECTS AND DELIVERY**

- 1) Provided that the Goods have been stored in suitable conditions and used in accordance with the Manufacturer's recommendations and for normal and proper purposes, Bounce Back Solutions will refund to the Buyer the price of the goods or replace the Goods if the defects which under proper use appear in the goods, within its reasonable life time (as set out by DTI) and arise solely from faulty manufacture or materials.
- 2) Provided always that defective Goods are promptly returned by the Buyer to Bounce Back Solutions works and become the property of Bounce Back Solutions if replaced.
- 3) These terms set out Bounce Back Solutions entire liability in respect of the products or Services. Bounce Back Solutions liability under these terms shall be in lieu and to the exclusion of all other warranties, conditions, terms and liability expressed or implied statutory or otherwise in respect of the quality or the fitness for any particular purpose of the Goods or otherwise howsoever except any implied by the law which by law cannot be excluded.
- 4) Save as provided in these terms Bounce Back Solutions shall not be under any liability, whether in contract, tort or otherwise in respect of defects in the goods or failure to correspond to specification or sample or for any injury, damage or loss resulting from such defects or failure or from any work done in connection therewith.
- 5) Notwithstanding the foregoing Bounce Back Solutions liability (if any) whether in contract, tort or otherwise in respect of any defect in goods, or for any breach of the contract or any order or of any duty owed to the Buyer in connection

herewith, shall be further limited in the aggregate to the price of the Goods in question.

## **PASSING OF RISK AND PROPERTY**

- 1) Risk of loss or damage to the Goods shall pass to the Buyer at the time of delivery. Bounce Back Solutions shall not be liable for any loss of any kind to the Buyer arising from any damage to the Goods occurring after the risk has passed to the Buyer.
- 2) Nor shall any liability of the Buyer to Bounce Back Solutions be diminished or extinguished by reason of such loss.
- 3) Title to the property in any Goods shall not pass to the Buyer until all sums due or owing to Bounce Back Solutions by the Buyer of such Goods have been paid.
- 4) Until payment the following provision of this Clause shall apply. The whole of the price shall not be treated as paid until any cheque, bill of exchange or other instrument of payment given by the Buyer has been met on presentation or otherwise honoured in accordance with its terms.
- 5) Bounce Back Solutions may sue for the whole of the price at any time after it has become payable.
- 6) The Buyer shall not:
  - a. Pledge the Goods or documents of title thereto or allow any lien to arise thereon.
  - b. Process the Goods.
  - c. Deal with or dispose of the Goods or documents of title thereto or any interest therein, except for a sale in the normal course of business to a customer not in the same group of companies as the buyer.
- 7) The Buyer grants full license to Bounce Back Solutions, its servants or agents with or without vehicles to enter on to land premises of the Buyer to remove all goods and materials of Bounce Back Solutions.

## **LAW AND JURISDICTION**

- 1) This agreement shall be governed by and interpreted according to the Law of England and Wales and all disputes arising under the Agreement (including non-contractual or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.