

Online Terms and Conditions of Business

Your attention is drawn in particular to the provisions of clause 12 (Limitation of Liability).

1. About Us

1.1 Barcare Supreme Limited (company number 03976299) (**we** and **us**), is a company registered in England and Wales. Our registered office, which is also our main trading address, is at 39 Railway Street, Stafford, Staffordshire ST16 2DS. Our VAT number is 592465608. We operate the website www.barcare.co.uk.

1.2 To contact us telephone our customer service team at 01785 247267 or email sales@barcare.co.uk. How to give us formal notice of any matter under the Contract is set out in clause 15.2.

2. Our Contract With You

2.1 These terms and conditions (**Terms**) apply to the order by you and supply of goods and/or services by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.

2.2 The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge and agree that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 These Terms and the Contract are made only in the English language.

2.4 You should print a copy of these Terms or save them to your computer for future reference.

3. Placing An Order and Its Acceptance

3.1 Please follow the onscreen prompts to place an order. You may only submit an order using the method set out on the site. Each order is an offer by you to buy the goods (**Goods**) and/or the services (**Services**) specified in the order, subject to these Terms.

- 3.2 Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 After you place an order, a webpage will appear onscreen acknowledging that we have received your order (**Placement**), but please note that this does not mean that your order has been accepted (**Accepted**). Our acceptance of your order will take place as described in clause 3.4.
- 3.4 Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date the Contract between you and us will come into existence. The Contract will relate only to those Goods and/or Services confirmed in the Order Confirmation.
- 3.5 If we are unable to supply you with the Goods and/or Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods and/or Services, we will refund you the full amount including any delivery costs charged in respect of the Goods as soon as possible.

4. Our Goods

- 4.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. The colour of your Goods may vary slightly from those images.
- 4.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 2% tolerance.

5. Delivery of Goods and Transfer of Risk and Title in the Goods

- 5.1 We will contact you with an estimated delivery date, which will be within 10 days after the date of the Order Confirmation. Occasionally our delivery to you may be affected by an Event Outside Our Control. See

clause 14 (Events outside our control) for our responsibilities when this happens.

- 5.2 Delivery is completed on the completion of unloading of the Goods at the address for delivery set out in your order and the Goods will be at your risk from that time.
- 5.3 At the time of, or within a reasonable period of, delivery of the Goods, we will issue to you a sales invoice (**Sales Invoice**), showing amongst other matters, the type and quantity of Goods ordered, any extended warranty period (if applicable) and the total price paid for the Goods.
- 5.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by an Event Outside Our Control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 5.5 You own the Goods once we have received payment in full in cleared funds, including of all applicable delivery charges.
- 5.6 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 5.7 If you fail to take delivery of the Goods within three working days of us notifying you that the Goods are ready for delivery, then, except where such failure or delay is caused by an Event Outside Our Control or our failure to comply with our obligations under the Contract:
 - 5.7.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third working day after the day on which we notified you that the Goods were ready; and
 - 5.7.2 we shall store the Goods until delivery takes place, and charge you for all related costs and expenses (including insurance).

6. Manufacturer's Guarantee

Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods (if any).

7. Our Warranty for the Goods

7.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

7.2 We provide a warranty that on delivery and, where applicable, for any extended warranty period as set out in the Sales Invoice (if any), the Goods shall:

7.2.1 subject to clause 4, conform in all material respects with their description; and

7.2.2 be free from material defects in design, material and workmanship; and

7.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

7.3 Subject to clause 7.4, if:

7.3.1 you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.2;

7.3.2 we are given a reasonable opportunity of examining the Goods; and

7.3.3 if we ask you to do so, you return the Goods to us at your cost, we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

7.4 We will not be liable for breach of the warranty set out in clause 7.2 if:

7.4.1 you make any further use of the Goods after giving notice to us under clause 7.3;

- 7.4.2 the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 7.4.3 the defect arises as a result of us following any drawing, design or specification supplied by you;
- 7.4.4 you alter or repair the Goods without our written consent;
- 7.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 7.4.6 the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 7.2 to the extent set out in this clause 7.
- 7.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.7 These Terms also apply to any repaired or replacement Goods supplied by us to you.

8. Our Services

- 8.1 Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them.
- 8.2 We warrant to you that the Services will be provided using reasonable care and skill.
- 8.3 We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation or otherwise notified to you by us in writing, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

8.4 Unfortunately, we are unable to perform the Services at addresses outside the UK.

8.5 You may place an order for the Services from an address outside the UK, but this order must be for performance of the Services to an address in the UK.

9. Your Obligations

9.1 It is your responsibility to ensure that:

9.1.1 the terms of your order are complete and accurate;

9.1.2 you co-operate with us in all matters relating to the Services and comply with any instructions notified to you by us;

9.1.3 you provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as we may reasonably require;

9.1.4 you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

9.1.5 you prepare your premises for the supply of the Services;

9.1.6 you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

9.1.7 you comply with all applicable laws, including health and safety laws.

9.2 If the performance of any of our obligations under the Contract is prevented or delayed by any failure by you to perform any relevant obligation (**Your Default**):

9.2.1 we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of any of our obligations, in each case to the extent Your Default prevents or delays our performance of any of our obligations. In

certain circumstances Your Default may entitle us to terminate the contract under clause 13.1;

9.2.2 we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 9.2; and

9.2.3 it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

10. Price of Goods, Services and Delivery Charges

10.1 The prices of the Goods will be as quoted on our site at the time you submit your order.

10.2 The charges for the Services are those prices quoted on our site at the time you submit your order. If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the charges accordingly.

10.3 We take all reasonable care to ensure that the prices stated for the Goods and/or Services are correct at the time when the relevant information was entered onto the system. However, please see clause 10.7 for what happens if we discover an error in the price of the Goods and/or Services you ordered.

10.4 Prices for our Goods and charges for Services may change from time to time, but changes will not affect any order you have already placed.

10.5 The price of Goods and charges for Services are exclusive of VAT. Where VAT is payable in respect of the Goods and/or Services, you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the charges.

10.6 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.

10.7 We sell a large number of Goods through our site. It is always possible that, despite our reasonable efforts, some of the Goods and/or Services on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

10.7.1 where the correct price for the Goods and/or Services is less than the price stated on our site, we will charge the lower amount; and

10.7.2 if the correct price for the Goods and/or Services is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods and/or Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel the supply of the Goods and/or Services and refund you any sums you have paid.

11. How to Pay

11.1 You can only pay for the Goods and/or Services using a debit card or credit card acceptable to us. We accept payment by all major debit and credit cards. For further information in relation to those debit and credit cards which we accept, please contact us.

11.2 Payment for the Goods and/or Services and all applicable delivery charges is in advance. We will take your payment upon Placement of your order. If your order is not Accepted, we will refund you in full promptly.

12. Our Liability: Your Attention Is Particularly Drawn to this Clause

12.1 We only supply the Goods for internal use by your business, and you agree not to use the Goods for any resale purposes.

12.2 Nothing in these Terms limits or excludes our liability for:

12.2.1 death or personal injury caused by our negligence;

- 12.2.2 fraud or fraudulent misrepresentation;
- 12.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 12.2.4 any other liability that cannot be limited or excluded by law.
- 12.3 Subject to clause 12.2:
 - 12.3.1 we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 12.3.2 our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total charges paid and payable by you to us under the Contract in respect of the provision of the Goods and/or Services.
- 12.4 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods and/or Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

13. Termination

- 13.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you and/or suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:
 - 13.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 5 days of you being notified in writing to do so;

- 13.1.2 you fail to pay any amount due under the Contract on the due date for payment;
- 13.1.3 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;
- 13.1.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- 13.1.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

13.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

14. Events Outside Our Control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**). An Event Outside Our Control includes, but is not limited to, acts of God, flood, drought, earthquake or other natural disaster, any law or any action taken by a government or public authority or non-performance by suppliers or subcontractors.

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

14.2.1 we will contact you as soon as reasonably possible to notify you; and

14.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods and/or Services to you, we will arrange a new delivery date and/or performance date (if applicable) with you after the Event Outside Our Control is over.

14.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel:

14.3.1 then in respect of Goods, you will have to return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges; and

14.3.2 in respect of Services, we will refund the price you have paid, less the charges reasonably incurred by us in performing the Services up to the date of the occurrence of the Event Outside Our Control.

15. Communications Between Us

15.1 When we refer to "in writing" in these Terms, this includes email.

15.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

15.3 A notice or other communication is deemed to have been received:

15.3.1 if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

15.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

15.3.3 if sent by email, at 9.00 am the next working day after transmission.

15.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and

placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

15.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16. General

16.1 We may assign, transfer or subcontract our rights and obligations under the Contract to another entity.

16.2 You may only assign, transfer or subcontract your rights or your obligations under the Contract to another person if we agree in writing.

16.3 Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

16.4 If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

16.5 Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.6 The Contract is between you and us. No other person has any rights to enforce any of its terms.

16.7 The Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.