

STANDARD TERMS AND CONDITIONS OF SALE OF BEWLEY'S
Bewley's Tea and Coffee UK Limited and Peros Limited, together trading as "BEWLEY'S"

No amendment to these Conditions will be binding on the Seller unless it is signed by a director of the Seller. Unless otherwise agreed in writing by the Seller these Conditions will override any terms or conditions stipulated, incorporated or referred to by the Buyer whether in an order or otherwise.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list or other information issued by the Seller will be subject to correction without any liability on the part of the Seller.

The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing.

1 . INTERPRETATION

In these Conditions:

Buyer means the person, firm or company who accepts a quotation of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller;

Conditions means the terms and conditions of sale set out or referred to in this document;

Contract means the contract for purchase and sale of the Goods;

Equipment means water boilers, coffee grinders and coffee and drinks dispensing machines of all kinds (including espresso and pour and serve machines);

Goods means the Equipment, coffee, consumables and other goods (including any instalment of the goods or any parts for them) which the Seller is to supply or perform the Services upon in accordance with these Conditions;

Seller means BEWLEY'S;

Services means the work carried out by the Seller installing, servicing, maintaining and repairing the Equipment and/or any other services provided by the Seller or described in any written quotation given by the Seller.

2 . BASIS OF SALE

The Seller shall sell and the Buyer shall purchase the Goods and/or acquire the benefit of the Services in accordance with any written quotation of the Seller which is accepted by the Buyer, or written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions.

3 . PRICES

3.1 The price of Goods and/or Services ordered shall be the Seller's price prevailing at the date of delivery and a statement in writing signed by or on behalf of the Seller as to the Seller's price ruling at the date or dates of delivery or performance shall be conclusive evidence of that price.

3.2 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

4 . DEPOSIT AND PAYMENT

4.1 The Seller may require a deposit of such amount as the Seller may determine and until any such deposit has been received in cash or cleared funds by the Seller, the Seller shall have no liability or obligations hereunder.

4.2 Unless credit terms have been agreed in writing prior to delivery, the Buyer will pay for the Goods and/or Services in full by cash on delivery or collection of the Goods or completion of performance of the Services. If credit terms have been agreed, the Buyer will pay the full invoice price in accordance with those terms.

4.3 If the Buyer fails to make any payment on the due date then the Seller shall be entitled to cancel the Contract or suspend any further deliveries to the Buyer and charge the Buyer interest from the due date up to the date of actual payment in full (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above base rate from time to time or such other rate as is prescribed in or under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis and be compounded quarterly.

4.4 Without prejudice to any other remedy available to the Seller if any payment due to the Seller from the Buyer is not made on the due date the Seller reserves the right to cancel or suspend the whole of the Contract and/or to cancel or suspend any other contract existing between the Buyer and the Seller at the date of such default without being liable for any loss whatsoever, whether direct or indirect. The Seller shall also be entitled to require immediate payment for all Goods previously delivered.

4.5 The Buyer shall not be entitled to withhold payment of any amount payable to the Seller because of a disputed claim of any nature nor shall the Buyer be entitled to any set off against any amount payable to the Seller.

5 . DELIVERY

5.1 Delivery of the Goods shall be made by the Seller arranging the delivery of, or itself delivering the Goods to the address for delivery as set out in the quotation of the Seller as accepted by the Buyer or the order of the Buyer as accepted by the Seller, as applicable.

5.2 Time for performance of the Services and/or delivery dates are approximate only and the time for delivery shall not be of the essence. Delay in performance or delivery howsoever caused will not give rise to any liability upon the Seller nor entitle the Buyer to cancel the Contract.

5.3 The Buyer is responsible for inspecting the Goods in detail at the time of delivery and noting any damage or shortage in detail on the Seller's or carrier's delivery note. The Seller will replace, free of charge, Goods lost or damaged in transit which are noted on such delivery note and notified to the carrier in writing on the same day.

5.4 Unless the Seller receives notice from the Buyer in accordance with the provisions of clause 5.3 above, the Goods will be deemed to have been delivered in accordance with the Contract. Signature by the Buyer or its agent on the delivery note will be conclusive proof of satisfactory delivery and acceptance of the Goods.

6 . WARRANTIES AND LIABILITY

6.1 Subject to the conditions set out below the Seller warrants that the Equipment will correspond with its specification (if applicable) at the time of delivery and that new Equipment will be free from defects in material and workmanship for a period of 12 months from the date of delivery.

6.2 The above warranty is given by the Seller subject to the following conditions:

6.2.1 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing) for use and/or storage, misuse or alteration or repair of the Goods without the Seller's approval;

6.2.2 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

6.3 For the avoidance of doubt, the warranty set out above in clause 6.1 shall not apply to ex-demonstration, refurbished or second hand Equipment supplied by the Seller to the Buyer.

6.4 The Seller's liability shall in no event exceed the value of the Goods and/or Services in respect of which damages are claimed.

6.5 Except as provided in these Conditions and where the Buyer deals as a consumer, all other warranties and conditions, whether implied by statute or otherwise, are excluded to the fullest extent permitted by law but nothing in these Conditions shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller.

7 . FORCE MAJEURE

The Seller shall not be liable for any delay or failure in performance of the Contract where this is due to any circumstances beyond the control of the Seller including (without limitation) war, industrial disputes, transportation difficulties, import or export regulations, government embargo, riots, fire, storm, Act of God, accident, non-availability or failure of third parties or breakdown in machinery or computer equipment (a "Force Majeure Event"). The Seller will have the right to suspend further performance of the Contract until such time as the Force Majeure Event is no longer present or terminate the Contract without liability to the Buyer. If the Seller exercises such right the Buyer will immediately pay the price for any Goods already delivered and/or Services already performed.

8 . EQUIPMENT REPAIR, MAINTENANCE AND SERVICING

8.1 The Buyer may request the Seller to maintain, service or repair the Equipment. If the Seller agrees to maintain, service or attempt to repair the Equipment following such request by the Buyer, the Buyer shall pay to the Seller the cost of:

8.1.1 all parts used at the Seller's then current price;

8.1.2 labour charged at the Seller's current hourly rates for each man hour or part thereof during which any employee or sub-contractor of the Seller is engaged in connection with any such maintenance, servicing and/or repair, including for the avoidance of doubt all travelling time to and from the location at which the Equipment is situated and time spent on site.

8.2 The Buyer shall pay the costs as set out in clause 8.1 above regardless of the success or otherwise of the Seller in effecting any repair.

8.3 Any parts or components removed or replaced by the Seller during the performance of the Services shall become the property of the Seller and may be disposed of by the Seller without reference to the Buyer.

9 . EQUIPMENT INSTALLATION

9.1 The Seller agrees to install the Equipment at the Buyer's premises without further charge for labour PROVIDED THAT there is mains water and a sufficient power supply to operate the Equipment within one metre of the point at which the Equipment is to be installed ("the Installation Point").

9.2 In the absence of mains water or a sufficient power supply within one metre of the Installation Point the Seller may at its discretion either:

9.2.1 refuse to install the Equipment;

9.2.2 charge such a sum as the Seller may consider reasonable in the circumstances to install the Equipment in addition to the invoice price for the Equipment.

9.3 For the avoidance of doubt, the Seller shall not be obliged by the terms of this clause 9 to expend any time or provide any equipment or incur any expense in preparing the Installation Point or making the Installation Point suitable or ready for the installation of the Equipment.

10 . OWNERSHIP, RETENTION OF TITLE AND RISK

10.1 Without prejudice to any of the Seller's other rights and notwithstanding delivery of any Goods the property in all Goods shall remain vested in the Seller until all sums due from the Buyer to the Seller have been paid in full. If the price for any such Goods is payable by instalments or if part only of the price has been paid to the Seller, the Seller may appropriate any payment made to any part of those Goods which have been delivered.

10.2 Until such time as the property in the Goods passes to the Buyer:

10.2.1 the Buyer will store the Goods on its premises separately from any other goods properly stored, protected and insured and in a manner which makes them readily identifiable as the Goods of the Seller;

10.2.2 the Buyer acknowledges that it is in possession of the Goods solely as fiduciary agent and bailee for the Seller;

10.2.3 the Seller will be entitled at any time to require the Buyer to deliver up the Goods to the Seller immediately and the Buyer hereby grants an irrevocable licence for the Seller and its agents to enter (with or without vehicles) upon any premises where the Goods are stored or where they are reasonably thought to be stored to repossess the same in the event the Buyer fails to deliver up the Goods when requested. The Buyer will co-operate in the identification of the Seller's Goods.

10.3 Where any Goods delivered are sold by the Buyer the Buyer shall sell as an agent for the Seller and shall be trustee for the Seller of the proceeds of sale thereof until such time as the Seller has received all sums due to the Seller from the Buyer.

10.4 The Goods shall be at the risk of the Buyer from the time when they cease to be in the possession of the Seller including when they are delivered into the possession or custody of the Buyer or a carrier, forwarding agent, warehouseman or other bailee or agent for the purpose of transmission whether such a person is in contract with or instructed by the Seller or the Buyer.

11 . CONSUMERS

Nothing in these Conditions will affect the statutory rights of the Buyer if, in relation to the Seller, he "deals as a consumer" as defined in Section 12 of the Unfair Contract Terms Act 1977.

12 . GENERAL

12.1 Any notice required or permitted to be given by either party to the other under these Conditions will be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

12.4 The Contract shall in all respects be governed by and construed in accordance with English law and shall be deemed to have been made in England and the Buyer hereby agrees to submit to the non-exclusive jurisdiction of the English courts.