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## **BHL TERMS & CONDITIONS**

### **DELIVERY**

Delivery time is specified within the quotation.

Time-scales may be negotiable. **BHL** are prepared to discuss re-scheduling should it be necessary.

The period or date of delivery as laid down in the order confirmation shall be extended by the period during which **BHL** is prevented from complying with its obligations due to powers beyond control, including, but not limited to, natural disasters, extreme weather conditions, government measures, riots, risk of danger and labour disturbances or strikes.

### **TERMS OF PAYMENT**

Quoted prices assume payment within 30 days of receipt of invoice(s) unless specified otherwise terms of payment are: -

- Equipment** - 35% on receipt of order.
- 60% on Delivery
- 5% on Completion of commissioning.

### **Installation and Commissioning**

(Budget price) Against signed time sheets and submitted expenses. Invoice(s) submitted monthly.

### **V.A.T.**

The prices entered on this quotation are exclusive of VAT. This will be chargeable at the officially prescribed rate prevailing at the time of invoice(s).

### **VALIDITY**

This quotation is valid for a period of 45 days from date of quotation, unless otherwise specified.

If an order is placed after the expiry of this period, we reserve the right to revise our quoted prices and specified delivery.

The quoted prices may be revised during the validity period if there are substantial movements in material prices or supplier revisions.

### **INSTALLATION AND COMMISSIONING**

United Kingdom (fixed price installation and commissioning)

Installation and commissioning costs are based on 60 hour, 7-day working week, and assume a clear site for continuity of work. If delays occur within the agreed installation schedule which are not directly associated with BHL, then extra charges will be incurred. Expenses incurred in this period will be charged at cost.

Overseas (fixed price installation and commissioning)

Installation and commissioning costs are based on 60 hour, 7-day working week, and assume a clear site and continuity of work. If delays occur within the agreed installation schedule which are not directly associated with BHL, then extra charges will be incurred. Expenses incurred in this period will be charged at cost.

Unless specified otherwise, all travelling expenses, airfares, car hire and local living expenses will be chargeable at cost on completion of installation.

### **PERFORMANCE GUARANTEES**

No responsibility or liability can be accepted for equipment, in terms of its suitability and performance, supplied by the customer.

The quality of input materials (i.e. containers, ends, components and products) may affect the performance of our equipment and therefore falls outside this sales agreement.

**BHL** does not accept any liability for damages arising for the buyer or third parties, including any sub-sequential, indirect or consequential damages. (Such as loss of profits)

### **CANCELLATION**

Any order placed with and accepted by **BHL** is subject to a cancellation charge unless otherwise agreed by an authorized officer of **BHL**. Cancellations are subject to a reasonable charge based upon the costs already incurred and commitments by **BHL**.

### **TRANSFER OF OWNERSHIP**

Goods supplied by **BHL** shall remain the property of **BHL** for as long as the buyer fails to pay the full contract price. During the period for which the goods have not been paid the buyer shall be responsible for the maintenance and care of the goods.

### **NOTIFICATION OF COMPLAINTS**

The buyer shall notify **BHL** in writing of any complaint regarding the supplied goods or services in accordance with the procedure as provided for in ISO9001. Notification of complaints does not suspend the buyer's obligation to pay.