

**STANDARD TERMS AND CONDITIONS
FOR SUPPLY OF GOODS & SERVICES**

OF

BLUEDGE MOTORCYCLES LTD

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Consumer" shall have the meaning ascribed in section 2 of the Consumer Rights Act 2015;
- 1.2 "Customer" means any person who purchases Goods and Services from the Supplier;
- 1.3 "Goods" means the articles specified in the Proposal;
- 1.4 "Proposal" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier;
- 1.5 "Services" means the services specified in the Proposal;
- 1.6 "Supplier" means **BLUEDGE MOTORCYCLES LTD** of **UNIT C13 ARNOLD BUSINESS CENTRE, ARNOLD NOTTINGHAM NG57ER**;
- 1.7 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3 THE ORDER

- 3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of [7 Days].
- 3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.
- 3.3 All Orders for Goods and Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

4 PRICE AND PAYMENT

- 4.1 The price for the Goods and Services is as specified in the Proposal and is inclusive of VAT and any applicable charges outlined in the Proposal.

- 4.2 Payment of the price shall be in the manner specified in the Proposal.
- 4.3 If the Customer fails to make any payment within [14 DAYS] of it becoming due, the Supplier shall be entitled to charge interest at the rate of [8%] per month on the outstanding amounts.

5 DELIVERY

- 5.1 The date of delivery of the Goods and Services is as specified in the Proposal. The Supplier may vary these times by intimating in writing details of the change to the Customer but in any event, the Goods and Services will be delivered within 30 days of the contract date unless there is an agreement with the Customer to the contrary.
- 5.2 All risk in the Goods shall pass to the Customer when they are in the physical possession of the Customer.

6 TITLE

Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

7 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

- 7.1 co-operate with the Supplier;
- 7.2 provide the Supplier with any information reasonably required by the Supplier;
- 7.3 obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and
- 7.4 comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

8 SUPPLIER'S OBLIGATIONS

- 8.1 The Supplier warrants that the Goods will:
- 8.1.1 be of satisfactory quality;
 - 8.1.2 be fit for a particular purpose where the Consumer indicates or where it is obvious that they are required for a particular purpose;
 - 8.1.3 match the description, sample or model;
 - 8.1.4 be installed correctly, where installation has been agreed as part of the contract;
 - 8.1.5 conform to the contract to supply content where the Goods are an item that includes digital content.
- 8.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 8.3 In addition to the Customer's statutory rights, the Supplier guarantees that the Goods and Services will be free from defects in materials and/or workmanship for a period of [28 days] from the date that the Goods and Services were supplied.
- 8.4 The Supplier provides the following guarantee(s) in relation to the Services carried out:

[SALES/SERVICES GUARANTEE]

8.5 Clause 8.3 does not apply:

8.5.1 if a fault arises due to any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Goods and Services after risk has passed to the Customer;

8.5.2 if a fault arises due to willful damage, abnormal working conditions, failure to follow instructions, misuse, alteration or unauthorised repair, improper maintenance or negligence on the part of the Customer or a third party.

8.6 If the Services are found to be defective in accordance with these Terms and Conditions then the Supplier shall either re-perform or refund any monies paid for the defective Services when notified by the Customer of the defect within a reasonable time.

8.7 If the Customer has not paid for the Goods and Services in full by the date the defect in the Goods and Services is notified to the Supplier then the Supplier has no obligation to remedy the defect in terms of this Clause 8.

9 REMEDY FOR BREACH (GOODS)

9.1 Where the Goods are faulty or do not comply with any of the contract, the Customer is entitled to reject them within 30 days. This right does not apply in cases where the only breach relates to the incorrect installation of Goods, if applicable.

9.2 If the Customer asks for repair or replacement of the Goods during this initial 30-day period, the period is paused so that the Customer has the remainder of the 30-day period, or seven days (whichever is longer) to check whether the repair or replacement has been successful and to decide whether to reject the Goods.

9.3 Where the Customer rejects the Goods he is entitled to a full refund and is released from all outstanding obligations under the contract

9.4 A refund will be given without undue delay, and in any event within 14 days of the Supplier agreeing that the Customer is entitled to a refund.

9.5 The Supplier is responsible for the reasonable cost of returning the goods except where the Customer is returning them to the place where he took possession of them.

10 REPAIR OR REPLACEMENT (GOODS)

10.1 Where there is a breach of contract, but the Customer has lost or chooses not to exercise his right to reject the Goods, he will be entitled in the first instance to claim a repair or replacement.

10.2 Where a repair or replacement is claimed, the Supplier must do this at no cost to the Customer, within a reasonable time and without causing significant inconvenience.

10.3 The Customer cannot choose one of these remedies above the other if the chosen remedy is either impossible or disproportionate as compared to the other remedy. Once the Customer has chosen a remedy, he must give the Supplier a reasonable time to provide that remedy.

10.4 The remedies fail if, after just one attempt at repair or replacement, the Goods still do not meet the necessary requirements. The Customer does not have to give the Supplier multiple opportunities to repair or replace, although he can do so if he wishes. The remedies also fail if they are not provided within a reasonable time and without causing significant inconvenience to the Customer.

10.5 In either case where repair or replacement fail, the Customer is entitled to further repairs or replacements or he can claim a price reduction or the right to reject. The same rule applies if both repair and replacement are impossible or disproportionate from the outset.

11 PRICE REDUCTION AND FINAL RIGHT TO REJECT (GOODS)

11.1 If repair or replacement is not available or is unsuccessful, or is not provided within a reasonable time and without significant inconvenience to the Customer, then the Customer can claim a price reduction or reject the Goods.

11.2 Where repair or replacement fail, are not available, or were not provided within a reasonable time and without causing significant inconvenience to the Customer, the Customer can choose whether to keep the Goods or return them. If he keeps the Goods, then his claim will be for a reduction in price; if he returns them, he is rejecting them.

11.3 A price reduction must be an appropriate amount, which will depend on all the circumstances of the claim. It can be any amount up to the whole price.

11.4 If the Customer rejects the Goods, then he is entitled to a refund. This refund may be reduced to take account of any use the Customer has had from the Goods. However, no deduction can be made for the Customer having the Goods simply because the Supplier has delayed in collecting them. Nor can a deduction be made where Goods are rejected within six months of supply, except where the Goods are a motor vehicle.

12 BURDEN OF PROOF (GOODS)

12.1 If the Customer chooses repair, replacement, price reduction or the final right to reject, and if the defect is discovered within six months of delivery, it is assumed that the fault was there at the time of delivery unless the Supplier can prove otherwise or unless this assumption is inconsistent with the circumstances (for example, obvious signs of misuse).

12.2 If more than six months have passed, the Customer has to prove the defect was there at the time of delivery. He must also prove the defect was there at the time of delivery if he exercises the short-term right to reject the Goods. Some defects do not become apparent until some time after delivery, and in these cases it is enough to prove that there was an underlying or hidden defect at that time.

12.3 The Customer cannot claim for defects that are brought to his attention before the sale, or if the Customer examines the Goods before purchase and any defects should have been obvious.

12.4 The Customer cannot claim for damage he causes or if he simply changes his mind about wanting the Goods.

12.5 Neither can the Customer claim if he chose the product himself for a purpose that is neither obvious nor made known to the Supplier and he then finds that the item is simply unsuitable for that purpose.

12.6 The Customer has no rights to claim for faults that appear as a result of fair wear and tear.

13 CANCELLATION

13.1 The Customer may cancel an Order by notifying the Supplier in writing at the address above within [7 DAYS] of placing an Order and any deposit paid will be refunded in full.

13.2 If the Customer fails to cancel the order within the time specified in Clause 9.2 any deposit paid may not be returnable.

14 LIMITATION OF LIABILITY

- 14.1 The Supplier shall not be responsible for:
- 14.1.1 losses that were not caused by any breach on the part of the Supplier; or
 - 14.1.2 any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure); or
 - 14.1.3 any indirect or consequential losses that were not foreseeable to both the Customer and the Supplier.
- 14.2 The Supplier shall not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond its reasonable control. This condition does not affect the Customer's legal right to have Goods sent or Services provided within a reasonable time or to receive a refund if Goods or Services ordered cannot be supplied within a reasonable time owing to a cause beyond the Supplier's reasonable control.
- 14.3 Nothing in these Terms and Conditions limits or excludes the Supplier's responsibility for fraudulent representations made by it or for death or personal injury caused by the Supplier's negligence or wilful misconduct.

15 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

16 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of [England] and the parties hereby submit to the exclusive jurisdiction of the [English] courts.