

BOWLAND LTD BIOENERGY

Smithfield Farm, Twiston Lane, Downham, Clitheroe, BB7 4DF

Telephone: 01200 440437

E: info@bowlandbioenergy.co.uk

Bowland Bioenergy Ltd Terms & Conditions

1. Conditions

- 1.1 ' These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods where there is no written contract in place, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 1.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 1.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 1.4 These Conditions may not be varied except by the written agreement of the Seller.
- 1.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued, unless there is a current written contract.

2. Price

- 2.1 The price for the Goods, includes carriage (where required) and VAT. (Currently 5% for domestic and 20% for non-domestic fuel use.)

3. Payment and Interest

- 3.1 Payment of the Price and VAT shall be due within 14 days of the date of the Seller's invoice unless otherwise stated.
- 3.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 3.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

4. Warranties

- 4.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order.

5. Delivery of the Goods

- 5.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery. Time of delivery shall not be of the essence of the contract.
- 5.2 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery of the Goods.
- 5.3 If the Buyer fails to take delivery of the Goods on the agreed delivery date. We reserve the right to charge the costs incurred.

6. Acceptance of the Goods

- 6.1 The Buyer shall be deemed to have accepted the Goods within 24 hours after delivery to the Buyer.

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7. Title and risk

7.1 Risk shall pass on delivery of the Goods to the Buyer's address.

7.2 Title in the Goods shall remain with the Seller until the amount due has been paid in full.

8. General Data Protection Regulations 2018 (GDPR)

8.1 Under the GDPR, we have a legal duty to protect any personal information we collect from you. We will not pass your information on to any third parties. For more details please see our website

9. Acceptance

9.1 Placing an order constitutes acceptance of the above terms and conditions.

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