

## Terms and Conditions

### Definitions:

The Company: Broad Management Services Ltd, 44a Cobham Road, Ferndown Industrial Estate, Dorset BH21 7QG

The Buyer/Customer: The purchaser of ink, sublimation, edible or other related products from Broad Management Services Ltd

### Conditions:

It is the responsibility of the buyer to return and collect goods to / from the Company's premises (see definition for The Company). All products advertised are subject to availability.

The Company reserves the right to charge carriage fees to the buyer in the returning / dispatching of goods.

The Company gives no assurance as to the mutual compatibility of components sold on any single invoice.

Prices are subject to change without prior notice at the discretion of the Company. E & OE.

In the case of an agreed credit account sale, a credit account application form will have been completed and specific terms agreed to which are detailed on that form. Customers may then select the pay on invoice option online and goods will be supplied in accordance with those terms. In the event that credit is extended to customers who have signed such an agreement then payment will be due in full within 14 days of the end of the month in which the goods have been supplied (any credit terms are at the discretion of the management of the Company). Payment is only acceptable by BACS transfer for credit account customers, Any failure to pay within the specified time shall entitle the Company at its option to treat the agreed credit account contract as repudiated by the buyer or to delay the delivery of any outstanding goods until paid (in addition to any other remedy). Also the Company reserves the right to charge 8% above the National Westminster Bank PLC's base rate of interest on all aged invoices not settled within the agreed terms of the buyers credit account in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Company reserves the right to alter the agreed status & payment terms of any buyers account without agreement from or notice to the buyer and to demand payment in full at any time.

The Company remains the owner of all goods shipped to the buyer until the Company has been paid in full. If any payment due under these conditions is overdue in full or in part the Company may, without prejudice to any of its other rights, recover and / or resell all the goods or any part of them and may enter the buyers premises by it's servants or agents to recover the goods and the buyer shall be liable for all the Company's costs of so doing. If any act or proceedings shall be commenced in which the buyers solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable.

The Company reserves the right to decline service to any company or consumer.

Carriage fees are not included in any published prices. Prices are updated periodically and are subject to change without notice.

Except where the buyer is dealing as a consumer (as defined in the unfair contract terms act 1977, section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the goods, whether implied by Statute, Common Law or otherwise are excluded and the buyer warrants that the buyer is satisfied as to the suitability of the goods for the buyers purpose.

The Company does not accept responsibility for any failures to the buyers components within its possession, unless these have been damaged by the Company.

The Company reserves the right to levy charges for any of the following services:

1. Diagnosis and testing of any problems encountered with any ink or sublimation product or any other product supplied by the Company..

The Company accepts the responsibility of incorrectly despatched goods (i.e goods not matching the specification displayed on the accompanying invoice) if notified to, and agreed by, the Company within 7 working days of receipt. The Company agrees to pay the return postage and dispatch charges of the correct goods so long as a receipt for postage is included with the goods. The Company does not accept any consequential loss to the customer during this period and offers no compensation for such.

In accordance with Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2003, the following applies to all distance selling contracts (except business to business transactions, which would normally include the supply of all products in the trade supply of sublimation, garment decoration, hardware and equipment):

The buyer is entitled to return the goods within 14 working days for a refund (excluding carriage costs) subject to the following:

1. It is reasonable for the buyer to open the outer packaging and inspect the goods. It is not acceptable to break any seals on the accompanying ink cartridges or on the item itself.
2. If the goods are not as specified, advertised or faulty, then the buyer may reject the goods under The Consumer Rights Act 2015
3. If the buyer properly rejects any of the goods in accordance with the The Consumer Rights Act 2015 within 14 working days in writing, the buyer shall nonetheless be responsible for the return cost of the goods. Due to the nature of the goods and the weights involved it is unlikely that a postal service would suffice. Therefore a courier company would be necessary and these costs could be at least £15 +vat per package, weighing up to 20kg per package.
4. If the returned goods received by the Company are not in a sellable as new condition, then the Company reserves the right to charge a restocking fee. Whether goods are returned in a sellable condition is to be judged by the Company.

Refunds are normally made within 30 days of the receipt of goods. Refunds are not available for any customised product, such as customised cut metal products unless they are received as faulty.

The Company accepts no responsibility for any consequential loss caused to the buyer for the receiving of faulty goods. Faulty goods received shall be dealt with as outlined below.

Whilst every effort shall be made to keep any delivery date, time of delivery shall not be of the essence. The Company shall not be liable for any consequential loss incurred by the buyer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date. No compensation will be available in the event of goods being lost or damaged, within the UK, when being sent by a postal service (Royal Mail post or by air mail post). If goods are sent by the Courier Service then damages or shortages must be reported to the Company within 48 hours of delivery taking place.

Unless otherwise agreed the Company may deliver by instalments and in such case each instalment shall be treated as a separate contact and any delay, default or non-delivery in respect of any instalment by the Company shall not entitle the buyer to cancel the remainder of the Contract.

The Company cannot accept any returned goods found to fall into one or more of the following categories:

1. The goods are in some way physically damaged by the buyer.
2. The warranty label is found to have been tampered with / torn.
3. The goods are found not to have been sold to the customer by the Company.
4. The goods are outside the 12 month warranty limit.

If goods are faulty with the guarantee period offered the customer must contact the Company to describe the problem. If the goods need to be returned to the company for a repair under the warranty period offered the customer must obtain a Returns Authorisation Number (RMA). No goods can be accepted back by the Company without a valid RMA. The cost of returning goods back to the Company are to be borne by the customer and the Company will pay for the reasonable cost of returning the goods back to the customer.

Upon return of goods found to be faulty, the Company offers the following service: To return a working replacement of equal or better specification to the customer within 30 days from the commencement of the contract. If, after 30 days, a replacement can not be sent for whatever reason, a full refund or credit will be given.

If goods are ordered in error they may be returned under the Consumer Contracts Regulation Act within 14 days for a full refund (except so far as supplied in a business to business relationship as described above). If goods are to be returned after more than 14 days then the company reserves the right to charge a restocking fee for all

resalable returns. Whether goods are returned in a sellable condition is to be judged by the Company. A restocking charge of the higher of £25 +vat or 15% +vat of the goods returned will apply for all such returns which are in a re-sellable condition. If goods are not returned in a re-sellable condition then no refund will be permitted.

With respect to items sold from our premises, the Company offers the following services to buyers returning products: Non-faulty items returned to our premises complete with packaging, within 7 working days of purchase may obtain a full refund. Goods must be sellable as new in order to qualify for a full refund. Outside of 7 working days, non faulty items will not be refunded under any circumstances. Faulty items returned within 30 days will be refunded or exchanged for an identical product or nearest equivalent product. Over 30 days from the date of purchase, faulty items will have to be returned to our suppliers which may take up to a further 30 days. If, after 30 days, a replacement can not be obtained for whatever reason, a full refund or credit will be given. If this is not ascertainable, then a refund or credit will be given for the value of the nearest equivalent item.

Except as may be implied by law where the buyer is dealing as a consumer, in event of any breach of these Conditions by the Company the remedies of the buyer shall be limited to damages which shall in no circumstances exceed the price of the goods and the Company shall under no circumstances be liable for any indirect, incidental or consequential damages.

#### Risk property and insurance

All risk in the goods (including their loss or destruction) will pass to you:-

Immediately upon the date when delivery takes place (or would have taken place but for your act or default)

Immediately upon the goods leaving our premises (if we are to deliver them to a third party at your request)

Immediately upon the goods having been posted (if we are to deliver the goods by post)

The property in and title to the goods will not pass to you until we have received payment in full of all amounts due to us in respect of the goods and of all amounts due in respect of other goods previously delivered and invoiced to you.

#### Dishwasher Warranty

The dishwasher warranty extends only to those products that are advertised as coated in the RN sublimation coating. Our liability will be restricted to the cost of the mug supplied by use originally so long as it can be demonstrated that the mug was originally printed using genuine Sawgrass sublimation inks and the mug has not been exposed to commercial/ industrial style dishwashers.

#### Loyalty Points

Loyalty points are accumulated only on orders received and paid for online for customers who have registered their details on the BMS website and login to place orders. The Loyalty Point 2 scheme operates until December 31st 2017 and supercedes the scheme that ended on March 31st 2013. Loyalty Point 2 scheme offers loyalty points at the rate of 0.5% of the online spend (before vat).

#### Postal Service

Please note that any goods sent by postal service within the UK or by Airmail service (not courier) is sent at customers own risk. This service is not insured or trackable and therefore we cannot offer any compensation if goods are lost or damaged in transit to customers.

These terms and conditions are subject only to UK law.

## Privacy Statement

We do not store or share you credit card details with any 3rd parties. Your email address and mobile number will be provided to the courier company delivering your order so you can be kept up to date with tracking information. Your email address is used to send you order notification and related communications with your current order we are processing, e.g. despatch and tracking information