

# Bill Beaumont

— MADE FOR YOU —

## Customer Order & Information Form

T: 01257 263065 | F: 01257 241348 | E: [sales@billbeaumont.co.uk](mailto:sales@billbeaumont.co.uk)

# Bill Beaumont

MADE FOR YOU

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 T: 01257 263065 F: 01257 241348  
 sales@billbeaumont.co.uk www.billbeaumont.co.uk

BB Acc No: .....

Retailer Name: .....

Address (see below): .....

.....

.....

Order Number: .....

Tel. No: ..... Date: .....

**Your Customer Details** Name: ..... Tel. No: .....

**BY COMPLETING THIS FORM YOU ARE AGREEING THAT YOU HAVE READ OUR ORDERING GUIDE AND PRODUCT INFORMATION BEFORE ORDERING**

As standard all items are treated as a single individual order, even if multiple items are ordered together, therefore we do not guarantee that items will pattern match each other in any form. If this is required, an additional 20% surcharge will be incurred, and must be specified on the order.

**Measurements will only be accepted in cms (To Nearest 0.5 cms)**

## Curtains

**\*When measuring for \*Eyelets - note we will ADD 4cms above the pole to your drop**

No. of pairs	Fabric Design & Colour	Lining Options Standard/Blackout/Thermal	Header:- Pinch/ Pencil/ Eyelet	Eyelet: Colour	Track size (state returns if any)	Widths per curtain	Exact Drop in cms <i>*for eyelets note above</i>	Pattern Match Y/N	Total price

## Roman Blinds

Qty	Fabric Design & Colour	Lining Option	Chain colour: White/Chrome/Brass	Length of chain drop	R or L Control	Actual finished width in cms	Actual finished drop in cms	Pattern Match Y/N	Total price

## Tie-backs

## Cushion Covers

No. of pairs	Fabric Design & Colour	Piped/ Plain	Total price	Qty	Fabric Design & Colour	Piped/ Plain	Size in cms	Total price

## Pelmets

Qty	Fabric Design & Colour	Style: Straight Drop Sided or Wave	Board size Up to: 120 cm 240 cm or 360 cm	Widths (incl returns)	Pattern Match Y/N	Total price

## Valances

Qty	Fabric Design & Colour	Lined/ Unlined	Shaped/ Straight	Drop 40/28 cm	No of Widths 2,3,4 etc	Track size (incl returns)	Pattern Match Y/N	Total price

## Miscellaneous

**15 Working Days - Swags / Tails / Bed Runners / Panelled Bed Throw - etc**

Qty	Fabric Design & Colour	Lining Option	Description	Total price

## Extras - (additional prices are per curtain width)

Additional information:

\* If delivery address is different to above please insert here


Delivery is to the point of purchase, i.e. to the Retailer Address as above. Normal delivery time is 10 working days from receipt of order. (Monday to Friday excluding Bank Holidays) depending on fabric availability. Subject to change.

# Measuring Guide

## Bill Beaumont Curtains

1. Choose your Bill Beaumont Textiles fabric and colour

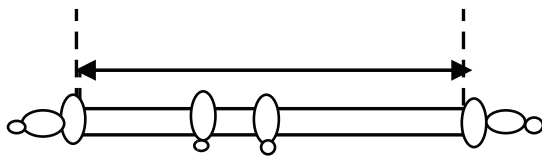
2. Choose your lining (all linings are ivory in colour)

- Unlined (price as quoted less 10%)
- Standard (price as quoted)
- Blackout (price as quoted plus 10%)
- Thermal (price as quoted plus 5%)
- Luxury sateen (price as quoted plus 5%)
- Machine interlined (price as quoted plus 10% - 15 day service)

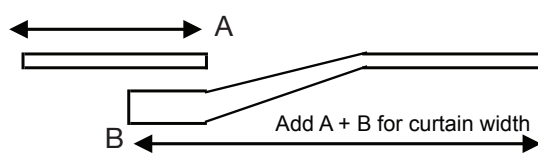
3. Choose your heading type:

- Pencil pleat – Made with a 3 inch heading tape and are made to double fullness, to give a luxurious gathered look.
- Pinch pleat - Triple 4inch pinch pleats, made to double fullness. The curtains arrive ready to hang.
- Tab tops – Made to 1.5 times the width of the window. Tabs measure 10cms deep and are 5cm wide. There are 8 tabs in a width.
- Eyelets - We offer a choice of six colours for our 40mm metal rings (50mm rings available) and we use double fullness for our eyelet curtains. There are 8 eyelets to a width. We will add approximately 30mm of fabric above the eyelet.

4. Measure the width of the pole or track between any decorative finials:



• If you are using an overlapping track, add the overlap (B) onto (A) to give your total curtain width



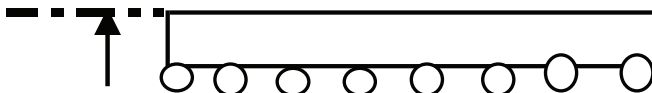
5. Calculate the number of widths of fabric required using the following table (this is required to calculate the price. Alternatively, send us the measurements and we will process the order accordingly). When ordering pinch pleats send us the track/pole width, as we make allowances for spring back and overlap, and if there are any returns let us know how many and their size.

	1 width	1.5 widths	2 widths	2.5 widths	3 widths
Pencil	< 140cm	141-200cm	201-280cm	281-340cm	341-400cm
Pinch	< 122cm	123-183cm	184-244cm	245-305cm	306-366cm
Tab top	< 160cm	161-240cm	241-320cm	321-400cm	401-460cm
Eyelet	< 140cm	141-200cm	201-280cm	281-340cm	341-400cm

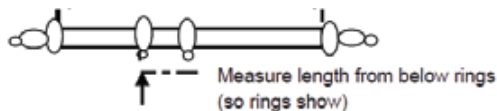
• We can make curtains outside of these measurements. Please contact our office for prices.

6. Measure the drop to your preferred finishing length (i.e. Sill or floor):

• For tracks, measure from the top of the track



• When measuring for curtains that are to be fitted to a curtain pole, the measurement needs to be taken from the underside of the pole rings



• When measuring for eyelet curtains, measure from the top of the pole to the required finished length

7. Work out the price from the retail or trade price list using the selected fabric's price band and send us the order

Band 2

Per Pair of Pencil Pleat Curtains					
Drop cm/(inches)	Width Per Curtain				
	1w	1.5w	2w	2.5w	3w
100 (39")	45.52	71.49	92.81	119.92	140.06
137 (54")	52.30	81.07	106.94	136.86	165.63

# Bill Beaumont Roman Blinds

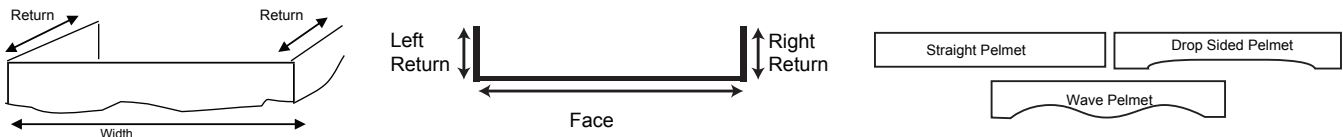
1. Choose your Bill Beaumont Textiles fabric and colour
2. Choose your lining (all linings are ivory in colour)
  - Unlined (price as quoted less 10%)
  - Standard (price as quoted)
  - Blackout (price as quoted plus 10%)
  - Thermal (price as quoted plus 5%)
  - Luxury sateen (price as quoted plus 5%)
  - Machine interlined (price as quoted plus 10% - 15 day service)
3. Choose standard stitching or stab stitching (price as quoted plus 15%)
4. Select the chain type
  - Chrome/Brass chain
  - White chain
5. Select right or left hand control
6. Measure the width and drop of the blind to give the actual finished blind size. When measuring the inside of a recess, take a measurement from the top, middle and bottom and use the lowest measurement. You must only provide us with the finished blind size, not the recess size, as we do not make any allowances for a recess.
7. Measure the distance from the top of the blind to the floor. We need this measurement to calculate blind installation height to comply with new child safety legislation and cannot process an order without it.
8. Work out the price from the retail or trade price list using the selected fabric's price band and send us the order

Roman Blinds ~ White Chain					
Drop (upto)	Width (cm)				
cm/(inches)	60	90	127	198	250
112 (44")	52.81	59.48	62.82	113.40	120.07
152 (60")	57.91	65.00	70.00	124.99	134.99
183 (72")	62.97	70.52	77.19	135.48	165.50
200 (79")	68.60	74.40	91.08	143.79	n/a
230 (91")	78.46	89.38	106.06	172.66	n/a

# Bill Beaumont Accessories

## VALANCES & PELMETS

Measure the depth of the returns and the width across as shown.



**PRICES** All prices shown are exclusive of V.A.T

The company reserves the right to alter the prices shown in the price list without prior notice to the customer.

## TITLE OF GOODS

The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds. Payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which to goods were delivered.

See also *Terms & Conditions P17*

## ***It's the law...***

In early 2014 the standards regarding the manufacture, supply and professional installation of internal window blinds changed significantly. It is now illegal to supply or professionally install an internal window blind which does not comply with the child safety requirements of BS EN 13120:2009+A1:2014

## Mandatory Requirements

The new standard aims to protect babies and small children by:

- ✓ Installation of child safe blinds to ALL HOMES whether children are present or not
- ✓ Limitations on cord and chain lengths (see instructions below)
- ✓ Safety devices for preventing any cords or chains from creating a hazardous loop
- ✓ The fitting of safety devices on cords and chains at the point of manufacture
- ✓ The testing of all safety critical components of internal blinds
- ✓ Safety warnings and product instructions

**Our Blinds are 'safe by design' and as such are deemed to be fully compliant with this new standard above**, and as such all hazardous cords, chains and loops must be removed or made safe.

Since the introduction of BS EN13120 in 2014 we have amended our blinds to be fully compliant but the downside has been durability issues, in particular with the cord breaking away and becoming wound into the headrail or the cord slipping through the toggles at the bottom of the blind.

From the 1st September 2016 we are introducing a new system from Evans BS Premier Headrail 76444 eyelet and toggle system, which uses an internal breakaway mechanism so no breakaway devices on the chain or drilled safety boxes are required. This will prevent durability issues and means less hassle. Using this new system also means that chains can now be 60cms from the floor, so unless the chain will reach below this level, we no longer require installation heights to process the orders. However, you must advise when this is the case and provide the installation height on that occasion.

We have also ceased to supply cord blinds to comply with the safety laws, but blinds are still available in white, chrome or brass chains.

The new breakaway toggle device as shown on the video ( link below)  
<http://www.evans-textiles.com/76444-toggle/>

The new control unit with internal breakaway as shown on the video ( link below)  
<http://www.evans-textiles.com/product-code-910080-instruction/>

**Any professional installer of internal blinds must fit safety devices - by law**

Advice is given from the Make It Safe campaign and is supported by



The Royal Society for the Prevention of Accidents

# Product Information

All orders must be received in writing using our order form to avoid delays and mistakes (see Page 21). Please ask if you require order pads.

All our standard curtains and blinds are made in 10 working days from the date of order, all other items carry a 15+ working day make up service. As standard, all items are treated as a single individual order, even if multiple items are ordered together on the same purchase order. Each pair of curtains supplied is pattern matched from the bottom. However, where multiple items are ordered on the same purchase order, we do not guarantee that the items will pattern match each other in any form. Where orders of multiple items are required to pattern match with each other, this is considered a diversion from our standard make-up. This requirement must be specifically instructed and will incur an additional 20% surcharge to account for the additional fabric usage and production time. When Roman blinds are required to pattern match each other, side matching is not guaranteed.

This and any other diversion from our standard make-up will be charged at an additional 20% surcharge, and may incur in a delay at manufacture.

## CURTAINS

ALL CURTAINS WILL BE MADE AS STANDARD LINED AND TO THE FOLLOWING SPECIFICATION UNLESS OTHERWISE STATED IN YOUR ORDER.

Seams 7.5 cms approx. Blind stitch bottom hem. Blind stitched sides on unlined curtains. Mitred corners. 3" woven pocket tape as standard. Any diversion from standard make-up will be charged at an additional 20% surcharge and may incur a delay in manufacture. If any size above the listed sizes is required then a pro rata of the nearest 1 width drop will be charged eg. 1 pair lined 4w x 300 cms drop charged as follows:

1w x 274cms = £63.57 divided by 274 = 0.232 x 300 = 69.60 x 4 = £278.40. If longer drops are required pro rata the bottom price e.g 1 pair lined 1 w x 350 cms drop charged as follows £63.57 divided by 274 x 350 = £81.20

Widths to be full or 1/2 width, when requesting 1/2 widths please state which side of curtain the 1/2 width is required.

If ordering a single curtain containing a half width you will be charged to the nearest whole.

## PINCH PLEAT CURTAINS

Pinch pleats are made as standard 4" triple pleats, and are also available in 5" and 6" and double pleat. Standard pleats are fitted with 5 strong plastic adjustable height pin hooks per width. Average finished width per curtain when pleated is 60cm We recommend the use of a pole not a track to ensure the pleats hang correctly.

## EYELET CURTAINS

Eyelet curtains are made with a standard 40mm ring. 50 mm are available on request with a surcharge £14 per width. Eyelets are available in Satin Silver, Chrome, Antique Copper, Old Gold, Brass and Gunmetal.

## TAB TOPS

Tab top curtains we recommend 1.5 times fullness. Tabs measure 10 cms deep and are 5 cms wide with 8 tabs in a width. We recommend you attach your pole 15cm above the window to minimise light exposure.

## PANELLED CURTAINS

Panelled curtains are available at a surcharge of £5.00 per panel per width. Panels can be selected from any of our plain fabrics and can be manufactured to customer requirements. 1/2 Width single panelled curtain will be charged to the nearest whole. Please quote panel width (s) and required position (s) when ordering.

## VALANCES & PELMETS

Valances are fitted with 7.5cm header tape, and are also available as a pinch pleat. If Velcro is required an extra cost of £3 per width is applied. Pelmet are supplied with velcro stitched to the inner edge which attaches to the customer's pelmet board.

## ROMAN BLINDS

Roman blinds are available in any suitable fabric from our range. The blinds will be supplied with track and fixing brackets ready to hang. All blinds will be made lined. Please note blinds made with a blackout lining are not total blackout blinds, as stitch holes will still show light through. Please note there is a jump in price for all blinds required above 127cms, this is because 2 widths of fabric is required to make a blind above 127cms and there is no exception to this price bracket. The total maximum width of a Roman Blind is 250cms, due to the weight of the fabric and the safety break system

Our Roman Blind system houses an internal breakaway mechanism to comply with the BSEN1320 2014 Safety laws (see Roman Blinds guidance on p5).

PLEASE PROVIDE ACTUAL FINISHED WIDTH AND DROP FOR ALL BLINDS IN CMS

## CUSHION COVERS

Available up to 24" (61cm) Standard size 18" - sizes above will be charged at an additional 90p per inch. Piping in a different fabric is 75p extra per cushion. Bolster cushions can be made, price on request. Please note: All zips will be supplied in either beige or black, if you do require an exact colour match you can supply the zip, which will be fitted within the same price.

## TIE BACKS

All tiebacks are made with buckram, and come with a standard brass ring (Silver rings are also available on request). Tie backs are made to fit the size of the curtains being made. Piping in a different fabric is 75p extra per tieback.

**SHRINKAGE, FADING & TOLERANCES.** We will endeavor to make curtains to your exact requirements, however, we will not replace the order if the sizes are within our acceptable tolerance limit of +/-2cms on curtain makeup, and +/-1 cm on blinds and other make up, and you will not be entitled to reject the goods. Atmospheric shrinkage usually occurs to all fabrics, depending on changing temperature and humidity. Please allow up to 5% atmospheric shrinkage which usually occurs to all fabrics, depending on changing temperature and humidity. We recommend all curtains are lined to reduce the effect from direct sunlight as all fabrics eventually fade and some degradation may occur over a period of time, due to atmospheric conditions. Please note this is not a fault of the fabric.

**ORDERING** No order will be input for work unless a Bill Beaumont order form is received, which is a legal binding contract and as such you are not entitled to cancel the order once placed with us.

**RETURNS PROCEDURE** Please contact the sales office who will arrange collection. No goods can be returned without prior agreement. If goods are returned and no fault is found or agreed, a minimum £25 returns fee will be applied for delivery and collection.

# Terms & Conditions

## 1 GENERAL

(1) These conditions are the only conditions upon which Bill Beaumont Textiles Limited ("The Seller") is prepared to deal with its customer ("The Buyer") and they should govern the contract to the entire exclusion of any other express or implied conditions.

(2) These conditions may only be modified by a variation in writing on behalf of the seller by a Director and no other action on the part of the Seller (whether delivery of the goods or otherwise) shall be continued as an acceptance of any other conditions.

(3) These conditions (as modified in accordance with paragraph (2) and together with the matters referred to on the face of the Sellers quotation and/or acceptance of order) embody the entire understanding of the parties and supersede any prior promised, representations, undertaking or implications.

(4) Any quotations in whatever form given to the Buyer is given subject to these conditions and does not constitute an offer to sell.

## 2 PERFORMANCE

(1) The seller warrants that the goods at any time of delivery be free from defects in workmanship and materials. If any goods do not conform to the warranty the Seller will at his option (a) replace the goods found not to conform to the warranty (b) Take such steps as the Seller deems necessary to bring the goods into a state where they are free from such defects; or (c) take back the goods found not to conform to the warranty and refund the appropriate part of the purchase. Provided the liability of the Seller shall in no event exceed the purchase price of the goods, and performance of any one of the above options shall constitute an entire discharge of the Sellers liability under this warranty.

(2) The foregoing warranty is conditional upon: (a) the Buyer giving written notice to the Seller of the alleged defect in the goods such notice to be received by the seller within seven days of the time when the Buyer discovers or ought to have discovered the defect and in any event with one month of delivery of the goods; and (b) the Buyer affording the Seller a reasonable opportunity to inspect the goods and, if so requested by Seller, returning the allegedly defective goods to the Seller's works, carriage pre-paid for inspection to take place.

(3) Save as provided in paragraph (1) of this Condition and in Section 12 of the sale of Goods Act 1979 (a) all conditions, warranties, express or implied as to the quality or fitness for any purpose of the goods are hereby expressly excluded and (b) the Seller shall be under no liability for any loss or damage (whether direct, indirect or consequential) howsoever arising which may be suffered by the Buyer.

(4) In the event that, notwithstanding arising the foregoing provision of this Condition, the Seller is found liable for any loss or damage suffered by the Buyer, the liability shall in no event exceed the purchase price of the goods.

(5) The foregoing provisions of these conditions shall not apply to Sales which are made to persons who deal as consumers (as that expression is defined in Section 12 of the Unfair Contract Terms Act 1977), unless the contract is an International supply contract (as described in Section 26 of the act).

## 3. PRICE

(1) The price for each consignment of the goods will be the Sellers list price last published on the date the consignment is despatched to the Buyer.

(2) The Seller reserves the right to vary prices without notice.

(3) The contract price is exclusive of value added tax or for any similar taxes, levies or duties, which will be added to OR changed on invoices at the appropriate rate.

## 4. TOLERANCES

Our curtain makers are highly experienced and make curtains to your exact requirements. However, we will not replace an order if the sizes are within our acceptable tolerance limits of +/-2cms on curtain makeup and +/-1 cm on blinds/other(s), and you will not be entitled to reject the goods.

## 5. PAYMENTS

(1) Unless otherwise agreed in writing, the Buyer shall pay for the goods by cash on delivery. Where a contract is designated by the seller as a credit sale, payment will be made by the buyer not later than 30 days end of month.

(2) If any payment that is to be made hereunder by the Buyer to the Seller is overdue, interest will be chargeable thereon. On a day to day basis an annual rate of 8 per cent above the Bank of England's Minimum Lending Rate from time applicable, until the sum due is paid.

(3) Where any sum owned by the Buyer to the Seller under this or any other contract is overdue the Seller will withhold any delivery of goods due to be made under this contract until arrangements as to payments or credit have been established which are satisfactory to the Seller.

## 6. DELIVERY

(1) Delivery of each consignment of the goods shall be made to the place and in the manner designated by the Buyer when placing the order provided. The Seller shall be entitled to withhold delivery of the goods until the Buyer has paid all sums due to the Seller hereunder.

(2) Unless otherwise expressly agreed in writing any delivery times specified by the Seller in their quotation or otherwise are business estimates only and the Seller will not be liable to the buyer for any loss or damage (whether direct Indirect or consequential) sustained by the Buyer as a result of the Seller's failure to comply with such delivery times.

(3) If the Buyer being a company shall pass resolution or suffer an Order of Court to be made for its winding up, or if a receiver shall be appointed, or if a Petition for the appointment of an administrator shall be presented in respect of its, or being an individual or partnership shall suspend payment or propose to enter into any composition with creditor or become unable to pay for its debts (or having no reasonable prospect of so doing) suffer a bankruptcy order, then the Seller may without prejudice to any other right rescind the contract, suspend or cancel delivery or recover the possession of any goods for which payment in full has not been received.

## 7. RISK AND PROPERTY

(1) The risk in the goods shall pass to the Buyer upon delivery. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for all goods delivered to the Buyer under this and all other conditions between the Seller and the Buyer for which payment of the full price of the goods there under has been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer under which the goods were delivered.

(2) Until such time as the full price of all such goods has been paid: (a) they shall be held by the Buyer in a fiduciary capacity and stored by the Buyer at its premises in such manner that they are clearly identifiable as the goods of the Seller and shall be kept separate from any other goods whether of not supplied by the Seller. (b) They shall be handed over to the Seller on demand and the Seller shall be entitled to re-take possession of them without prejudice to any of its rights against Buyer and the Seller is hereby granted a licence to enter into the Buyers premises for the purpose of recovering the goods. (c) the Seller hereby authorises the Buyer to use and / or sell the goods in the normal course of the Buyers business. If the Buyer sells the goods prior to paying the full price thereof the buyer shall hold the proceeds of the sale on trust for the Seller shall immediately pay the proceeds of the sale into a separate bank account. The Seller shall be entitled to call upon the Buyer to assign all claims that the Buyer may have against purchasers from the Buyer.

(3) If the Buyer shall allow the goods to become incorporated into or to be used in the manufacture of other goods the full price is paid to the Seller of the property in the whole of those new goods shall be that of the Seller who shall be entitled to take possession of the new goods and the Seller is hereby granted a licence to enter into the Buyers premises for the purpose of recovering the new goods. The Seller shall be entitled to seize the new goods and retain from the proceeds of sale thereof a sum equal to the amount outstanding to it in respect of the price of the goods and shall pay the balance of the sale proceeds to the Buyer.

## 8. DAMAGE OR LOSS IN TRANSIT

(1) The Seller will repair or replace, free of charge, goods damaged or lost in transit where delivery has been made by the Sellers carrier, provided the Buyer shall give to the Seller and to the carrier written notification of such damage or loss within three days and made a complete claim in writing to the Seller with seven days of receipt of the goods or in the case of total non delivery within ten days of the date of despatch.

## 9. INITIAL DEFECTS

(1) The Buyer shall have no claim in respect of any breach of the warranty in Condition 2 (1) or hereof which should be been apparent on a reasonable visual examination of the goods unless the condition in paragraph (4) hereof are satisfied.

(2) If the quantity of the goods delivered does not correspond with the quality required to be delivered in that consignment the buyer shall not be entitled to reject the consignment but shall be entitled only; (a) If the quantity delivered is less than the contract quantity to a further delivery of goods to make up the deficiency of (at the Seller's option) a

refund of the appropriate part of the purchase price and (b) if the quantity delivered exceeds the contract quantity, to return the excess or to retain the whole, in which case the price shall be adjusted at the contract rate then prevailing. Provided that the Buyer shall have no entitlement whatsoever in respect of the deficiency unless the conditions in paragraph (4) hereof are satisfied.

(3) The Buyer shall have no claim in respect of the fact that the goods delivered are of the wrong description unless the conditions in paragraph (4) hereof are satisfied.

(4) The conditions before referred to are that: (a) the receipt for the goods is qualified by a remark to that effect, and (b) the claim is made upon the Seller within five days of delivery is confirmed in writing by letter within ten days of delivery, and (c) the fabric has not been cut or made up.

(5) In the event the Buyer shall be treated as having accepted any consignment of the goods if it retains them for longer than ten days after their delivery.

(6) Atmospheric shrinkage usually occurs to all fabrics, depending on changing temperature and humidity. Please allow up to 5% shrinkage when sewing hems and linings.

(7) We recommend all curtains are lined to reduce the effect from direct sunlight as all fabrics eventually fade and some degradation may occur over a period of time. Please note this is not a fault of the fabrics.

(8) All design repeats are approximate and therefore allow +/- 5%

## 10. STORAGE

(1) The Seller shall be entitled to store the goods (or any of them) at the Buyers expense or at its own premises or elsewhere if, (a) where the Buyer is required to collect the goods from his Sellers works, the Buyer fails to take delivery as specified therefore (b) where the arrangement is for the goods to be delivered by reason of any act or mission on the part of the buyer, or the Seller has dispatched the goods but the Buyer fails to take delivery thereof (c) the Seller is withholding delivery of the goods pursuant to condition (3) hereof.

(2) The expenses that the Seller may re-claim from the buyer include any reasonable costs incurred by the Seller (whether by way of storage, insurance or otherwise) in respect of the goods and is expressly declared that it shall be reasonable for the Seller to effect insurance in respect of the goods notwithstanding that the risk therein has been passed to the Buyer.

## 11. PATENT INFRINGEMENT

(1) The Seller warrants only that the goods themselves and the delivery or importation thereof will not infringe any patent rights published (at the date of contract) in the United Kingdom or in any other territory in which goods are to be used, and the Seller shall indemnify the Buyer against damage and costs awarded for any such infringement. (a) this indemnity shall not apply to any infringement which is due to the Seller having followed an instruction furnished or given by the Buyer or to the use of such material in a manner or for a purpose or in a foreign country not specified or disclosed to the Seller or in combination with any other materials or process and (b) this indemnity is conditional on the buyer giving the Seller the earliest possible notice in writing of



# Terms & Conditions

any claim being made or action threatened or brought against the Buyer and on the Buyer permitting the Seller at the latter's expense to conduct Any litigation that may ensue and negotiations and settlement of the claim.

(2) The Buyer warrants that any instructions furnished or given by the Buyer shall not be such as will cause the Seller to infringe any letters patent, copyright, registered design, right of confidence or trade mark in execution of the Buyers order.

## **12. CANCELLATION**

Contracts are not subject to cancellation without the Sellers written consent. Where cancellation is accepted, the Seller shall in addition to any express terms of acceptance or cancellation to be entitled to reimbursement of any costs incurred by the Seller in connection with the contract.

## **13. FORCE MAJEURE**

The Seller should have the right to cancel or to reduce the volume of the goods delivered if it is prevented from or hindered in delivery of the goods through any circumstances beyond its control including (but not limited by) industrial action, war, fire or prohibition or enactment of any kind without incurring any liability for any loss or damage whatsoever resulting there from.

## **14. GOVERNING LAW**

The contract is governed by the law of England and is subject to the exclusive jurisdiction of the English Courts except that where the customer is domiciled within a member of the EU, this clause shall operate for the exclusive benefit of the Seller and shall not prevent the Seller from taking proceedings against the Buyer in any other country of competent jurisdiction.

Note: The Sellers prices are calculated on the basis that the above conditions will apply. Buyers requiring prices to be quoted on a different basis should inform the Seller.

# Bill Beaumont

— MADE FOR YOU —

Unit 8, Lower Healey Business Park, Froom Street

Chorley, Lancashire PR6 9AR

T: 01257 263065 F: 01257 241348

Email: [sales@billbeaumont.co.uk](mailto:sales@billbeaumont.co.uk)

[www.billbeaumont.co.uk](http://www.billbeaumont.co.uk)