

CONDITIONS OF SALE

1 Interpretation

1.1 In these Conditions:

'AGENT'	means BB List Ltd, who is the appointed Agent of the Seller
'BUYER'	means the person whose order for the Product is accepted by the Seller
'CATALOGUE'	means the catalogue issued both in paper format and on the Website containing details of second hand products
'PRODUCT'	means the product owned by the Seller and featured in the Catalogue
'SELLER'	means the owner of the Product
'CONDITIONS'	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller
'CONTRACT'	means the contract for the purchase and sale of the Product
'WRITING'	includes telex, cable, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase the Product in accordance with any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's Agent is not authorised to make any representations concerning the Product unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the Seller to the Buyer as to the storage, application or use of the Product which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, price, acceptance of offer, invoice or other document or information issued by the Seller or the Agent shall be subject to correction without any liability on the part of the Seller or the Agent.

3 Orders and specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Agent.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order submitted by the Buyer, and for giving the Seller any necessary information relating to the delivery of the Product.

3.3 The quantity, quality and description of and any specification for the Product shall be those set out in the Catalogue.

3.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss, costs (including the Agent's fees), damages, charges and expenses incurred by the Seller as a result of cancellation.

4 Price of the Product

4.1 The price of the Product shall be the price quoted in the Catalogue.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Product to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties), any change in delivery dates which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 The Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5 Terms of payment

5.1 The Seller will be entitled to invoice the Buyer for the price of the Product on acceptance of the order.

5.2 The Buyer shall pay the price of the Product within 14 days of the date of the Seller's invoice, and the Seller shall not make delivery of the Product until payment has been received by the Agent in cash or cleared funds. The time of payment of the price shall be of the essence of the Contract.

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract.

6 Delivery

6.1 Delivery of the Product shall be made by the Seller delivering the Products to the Buyer's address or some other place as agreed between the parties.

- 6.2 Any dates quoted for delivery of the Product are approximate only and the Seller shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence of the Contract.
- 6.3 If the Seller fails to deliver the Product for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Product.
- 6.4 If the Buyer fails to take delivery of the Product or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 6.4.1 store the Product until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 6.4.2 sell the Product at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7 Returns

- 7.1 The Seller shall not be liable for a breach of the warranty in clause 9.1 unless:
- 7.1.1 the Buyer gives written notice of the breach to the Seller or its Agent within 3 days of the date of delivery; and
- 7.1.2 the Buyer returns the Product to the Seller or its Agent within 7 days of giving notice of the breach.
- 7.2 The Seller shall not be liable for a breach of the warranty in clause 9.1 if:
- 7.2.1 the Buyer makes use of such goods after giving notice;
- 7.2.2 the defect arises due to the Buyer's use of the Product; or
- 7.2.3 the Buyer alters or repairs the Product.
- 7.3 Subject to clauses 7.1 and 7.2 if the Product does not conform with the warranty in clause 9.1 the Seller shall refund the price of the Product together with the reasonable expense of the Buyer in returning the Product to the Seller.
- 7.4 If the Seller complies with clause 7.3 it shall have no further liability for a breach of the warranty in clause 9.1 in respect of the Product.

8 Risk and property

- 8.1 Risk of damage to or loss of the Product shall pass to the Buyer on delivery of the Product to the Buyer's premises or such other place as agreed by the Buyer.
- 8.2 The title to the Products shall pass to the Buyer:
- (i) on delivery;

- (ii) when the Seller has received full payment for the Product in cash or cleared funds whichever is the later.

9 Warranties and liability

- 9.1 Subject to the conditions set out below the Seller warrants that the Product will correspond with the description set out in the Catalogue at the time of delivery.
- 9.2 Subject as expressly provided in these Conditions, and except where the Product is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.3 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Product, if the delay or failure was due to any cause beyond the Seller's reasonable control.

10 General

- 10.1 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 10.3 Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of Law Society, in accordance with the rules of the Law Society
- 10.4 The Contract shall be governed by the laws of England and Wales, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English and Welsh courts.