

BLUESKY (UK) LIMITED SALES TERMS

1. Application of Terms

These are the only terms and conditions under which Bluesky (UK) Ltd, registered in England and Wales (Company Number 07763362, VAT Number 804531850), registered office Horizon House, Estate Road Five, Grimsby, DN31 2TG ("We/Us/Our"), will do business with You. They override all other terms and conditions. "You/Your" refers to any person, organisation, or company that buys goods from Us.

2. Ordering Process

2.1. Our quotations are not legally binding and We can withdraw them at any time by notifying You. All orders placed are subject to these terms. An order is only accepted when We issue a written confirmation or deliver the goods, whichever comes first. Once accepted, the order becomes a legally binding contract.

2.2. If We cannot supply the goods for any reason, We will inform You by email and suggest alternative goods of similar quality and specifications.

2.3. If You do not wish to accept the alternative goods, or if no reasonable alternatives are available, We may cancel Your contract for those goods by emailing You at the address You provided. We will refund any payment You made within for those goods, within 30 days.

3. Pricing

3.1. The price of goods will be as stated in Our quotation, or if no quotation is provided, the price in Our price list at the time of delivery. Prices exclude VAT and other costs (e.g., packaging and delivery). Website prices may change, so please check prices when placing Your order.

3.2. We may adjust the price if:

- There is an increase in costs (e.g., wages, materials, utilities);
- You change the delivery date, quantities, types of goods, or specifications;
- delays are caused by You or by Your failure to provide accurate information; or
- currency fluctuations occur between the order and delivery dates.

If You find the price increase unreasonable, You may cancel the affected order within 7 days of notification, provided the goods have not yet been dispatched or delivered. You cannot cancel orders for goods made to Your specifications.

3.3. Payment must be made in full before delivery unless We have agreed credit terms with You. Time for payment is of the essence. We may withdraw or amend credit terms at any time with notice. If any amount is overdue, We may suspend further deliveries. This will not affect any other rights We may have.

3.4. Bespoke goods must be paid for in full before delivery unless We agree otherwise.

3.5. If You fail to pay by the due date, You will be charged debt recovery fees and interest at 8% per annum above Lloyds Bank PLC's base rate. Interest accrues daily from the due date until payment is made, whether before or after judgment.

3.6. We may set off any amount You owe Us against any amount We owe You.

3.7. Any queries or disputes about Our invoices must be raised within 7 days of the invoice date. After that, the invoice will be deemed accepted.

4. Deliveries

4.1. We will deliver Your order to the address specified in Your order. If You fail to accept delivery, You will be liable for any additional costs incurred by Us for storage and redelivery.

4.2. We will use reasonable endeavours to meet Your requested delivery date/time but are not liable for any losses if delivery is delayed. Time for delivery is not of the essence. You cannot cancel or reject an order because of a delayed delivery. If delivery is impossible, We may terminate the contract.

4.3. If You request delivery outside the UK or export goods outside the UK, You are responsible for complying with all applicable export laws and obtaining any necessary permits and You will be the exporter of the goods under applicable laws. You will bear all related costs, including duties, taxes, and fees.

4.4. Unless We agree otherwise., Goods are normally sold by quantity but We will determine the basis on which We charge for the goods. Quantities are based on manufacturing tolerances (+/- 5%)

4.5. The quantity of goods listed on Our advice note is final unless You notify Us of any discrepancy within 7 days of receipt and provide Us with a reasonable opportunity to verify the quantity.

5. Consumer Rights

5.1. If You are a consumer (as defined by the Consumer Rights Act 2015 or other relevant legislation), in addition to Your other rights, You can cancel Your contract within 14 days of receiving the goods. You will receive a full refund according to Our refunds policy (see Clause 6).

5.2. To cancel, You must notify Us in writing and return the goods, as soon as practicable, at Your own cost. You are legally obliged to take reasonable care of the goods while in Your possession, and We may claim compensation if You fail to do so.

6. Refunds

6.1. If You return goods to Us:

- as set out in clause 5.1, We will process Your refund as soon as possible and within 30 days of receiving Your cancellation notice. You will receive a full refund, including any standard delivery charges. You will be responsible for the cost of returning the goods.
- in other situations where We have agreed to a return, once We receive the goods, We will: (a) Examine the goods and notify You of an accepted return via email within a reasonable time (b) Deduct 20% of the cost to cover handling and restocking. (c) Process the refund as soon as possible and within 30 days of confirmation. (d) Deduct any loss in value caused by unnecessary handling by You. (e) Refund the price of defective goods, along with applicable delivery charges and any reasonable return costs. (f) Usually refund using the same payment method used for the original purchase.

6.2. Bespoke goods are non-refundable, whether bought as a consumer or business (this does not affect Your statutory rights).

7. Warranty

7.1. If You are a consumer, We warrant that the goods will:

- be of satisfactory quality.
- be fit for the purpose for which those goods are usually supplied.
- match the description and specifications on Our website.
- be free from minor defects.
- meet satisfactory safety standards and durability.

7.2. If You are purchasing as a business:

- We warrant that for 90 days from delivery, the goods will meet the description and specification on Our website and be free from material defects.
- All other warranties implied by statute or common law are excluded to the fullest extent permitted by law. We do not guarantee that the goods will be fit for any specific purpose. It is Your responsibility to ensure they meet Your requirements. Upon request We will supply You with samples so that You can ensure that the goods are fit for Your intended purpose.

7.3. Due to manufacturing processes, up to 2% of goods may not meet these warranties. Your sole remedy is a refund for non-compliant goods, subject to clauses 7.5 and 8.1.

7.4. If You have a valid claim under these warranties, We may replace the goods or refund You at Our discretion. You must notify Us of any issues within 7 working days, or as otherwise agreed.

7.5. While We strive for accurate pictures on Our website, slight variations between the images and actual goods are possible.

7.6. These warranties are subject to the limitations in Clause 8.

8. Liability

8.1. Any concerns about the quality of goods must be reported within 7 days of delivery, and the goods (or a sample) returned to Us for analysis. If the goods are below standard, We will (at Our discretion) discount or replace them as Your sole remedy.

8.2. We are not liable for loss of business, use, profit, contracts, goodwill, anticipated savings, revenues or any indirect or consequential loss.

8.3. Nothing in the Contract limits liability for death or personal injury caused by Our negligence, fraud, or any other liability that cannot be excluded by law.

8.4. Subject to clause 8.3, for business purchases, Our liability for all other losses is limited to the price of the goods.

8.5. Subject to clause 8.3, for consumer purchases, We are not liable for losses that were not foreseeable to us both when the contract was formed or those not caused by Our breach.

9. Retention of Title

9.1. Risk of loss or damage to goods passes to You at delivery. Inspect the goods on delivery and notify Us of any transit damage within 3 days. If You do not, the goods will be deemed undamaged.

9.2. Title to the goods remains with Us until payment in full is received.

9.3. Until title passes, You must:

- Hold the goods as Our bailee.
- Store the goods separately, identifying them as Our property.
- Maintain them in satisfactory condition and insure them for the price payable from delivery.
- Not remove or deface any identifying marks on the goods.

9.4. If You become insolvent before title passes, We may require You to return the goods. If You fail to do so, We may enter Your premises to recover them.

10. Termination

10.1. If You become subject to an insolvency event, We may cancel or suspend deliveries, and all outstanding payments will become due immediately.

10.2. Insolvency events include:

- where You suspend or threaten to suspend payment of Your debts or We reasonably believe that You are unable to pay.
- You start negotiations with any of Your creditors.
- You are the subject of any bankruptcy proceedings;
- where a winding-up petition has been filed, or notices given, or resolutions passed in connections with Your winding up or an administrator has been appointed.

10.3 We may terminate the contract with You where You are in breach of Your responsibilities and We have given You notice that We intend to terminate if You do not meet Your responsibilities.

10.3. Termination under clause 10 will not affect any rights that We have up to the date of termination and clauses intended to survive termination will continue to apply.

11. Use of Personal Data

11.1. We will use Your personal information to fulfil Your order and process payments.

11.2. We may pass Your information to credit reference agencies to provide credit facilities and to third parties in line with Our privacy policy which is on Our website.

12. Force Majeure

We will not be liable for any failure or delay in performing Our obligations if this is caused by a force majeure event. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Our reasonable control and includes: (a) strikes, lock-outs or other industrial action; (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) fire, explosion, storm, flood, earthquake, subsidence, or other natural disaster; (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) impossibility of the use of public or private telecommunications networks; (f) any acts, decrees, legislation, regulations or restrictions of any government; and (g) pandemics or epidemics.

13. General

13.1. If You are a business, these terms and conditions and any document referred to in them, constitute the whole agreement between us and supersedes all other documents and understandings. You agree that You will not have any remedies relating to any representation or warranty that is not set out in these terms or the documents referred to in them. For consumer sales, We intend to rely upon these terms and any documents referred to in them as the basis of the contract with You.

13.2. You must not assign, transfer or sub-contract any of Your rights or obligations unless We agree in writing.

13.3. A person who is not party to the contract will not have any rights under the Contracts (Rights of Third Parties) Act 1999.

13.4. You must send all notices to Our registered office. We will give You notices at either the e-mail or postal address You provide to Us when placing an order. Notice will be deemed received and properly served, 24 hours after an e-mail is sent or 3 days after the date of posting of any letter.

13.5. If any part of the contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the contract.

13.6. If We do not insist that You perform any of Your obligations or We do not exercise any of Our rights, this does not mean that We have waived those rights or remedies and will not relieve You from complying with Your obligations. If We agree not to exercise Our rights on one occasion this does not mean that We have to do so on further occasions.

13.7. Our contract with You will be governed by English law and other than in respect of the enforcement of any judgment, the English Courts will have exclusive jurisdiction.