

Absolute Brewing Supplies Ltd – Terms & Conditions

1) The terms and conditions apply to all sales of goods and supplies of services by Absolute Brewing Supplies Ltd (ABS), where the customer deals otherwise than as a consumer.

2) The Customer is defined as being the Company, Owner, Director, Manager and any other authorised representative. Any contract made with ABS for the sale of goods or the supply of services is subject to these terms and conditions and any conflicting terms of business of the customer shall have no effect. Acceptance of delivery by the customer of either goods or services will constitute acceptance by the customer of these terms and conditions.

3) Price

- a. Prices stated in any quotation or within the ABS price lists are subject to alteration without notice upon any changes or in accordance to product price movement from its suppliers.
- b. Value Added Tax where applicable, will be charged to the customer in addition to the price for goods and services supplied.

4) Payment

- a. Payment for goods and services supplied by ABS will be made by the customer in advance of those goods and services being processed and delivered. Advance payments can be made by either Debit or Credit card payment at the time or alternatively by BACS,
- b. Accounts may be opened for the customer on providing to ABS references as the company deem necessary. ABS reserves the right in its discretion to grant credit. All credit accounts will become due for payment 30 days following the order placement by the customer.
- c. The customer will not make any deduction from the invoice price of goods or services in account of any off set or claim unless both the validity and the amount have been agreed in writing by an authorised representative of ABS.
- d. ABS reserves the right to charge interest on overdue credit accounts. The rate of such a charge will be at the same interest rate as ABS own banking facility plus 3%. Interest on all outstanding accounts is to be compounded from day to day until the payment of the amount outstanding is received.
- e. ABS reserves the right to make a charge (not exceeding its own banking charges) for any returned Direct Debits or returned payments of any kind.

5) Deliveries

- (a). Stated dates or times for deliveries are approximate only
- (b). Failure by ABS to facilitate delivery of any consignment or part order under the contract shall not entitle the customer to cancel or suspend the contract or any consignment.
- (c). The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for the loading/unloading of the Goods
- (d). If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or ABS is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations then, without prejudice to any other right or remedy available to ABS:
- (e) Risk in the Goods shall pass to the Buyer (including for loss or damage caused by ABS' negligence)
- (f) The Goods shall be deemed to have been delivered.
- (g) ABS may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- (h) ABS reserves the right to sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price under the Contract

6) Risk and Title

Risk will pass to the customer so that the customer is responsible for all loss, damage or deterioration to the goods as follows:-

(a) In all circumstances when the consignment or part consignment or other services is delivered and accepted at the premises of the customer or at an address as designated by the customer.

(b) Title to and ownership of all goods supplied by ABS to the customer and not paid for in full will remain with ABS.

(c) Until full payment is received, ABS may without prejudice to any other right recover all goods supplied, whether partially paid for or not.

(d) ABS will not be under any obligation to resell goods recovered. The value of any goods so recovered and sold will be credited to the customer account after deductions in favour to ABS for expenses incurred in the recovery of the said goods.

7) Carriage

(a) Prices of goods quoted do not include delivery to destinations anywhere within or outside the United Kingdom. (b) The entire delivery cost of goods to a destination specified by the customer, either within or outside the United Kingdom will be borne by the customer.

(c) No allowance will be credited for goods collected by the customer from any ABS warehouse locations.

8) Returns

(a) ABS will not accept the return of goods unless there has been a fault in product and goods supplied or unless the goods are damaged prior to or during delivery and then only as specified in 8b) below. ABS do not operate a 'sale or return' policy

(b) Where in the opinion of ABS (which shall be binding on the customer) that the quality of goods is not acceptable, the goods may be returned but must be accompanied by a request for credit signed by the customer and duly authorised representative of ABS.

(c) All goods supplied by ABS must be stored undercover in dry weatherproof conditions.

(d) Credit may be given at the sole discretion of ABS providing the goods returned are within the acceptable 'best before' date/period as determined by the 'batch lot' Number.

ABS will library all 'Lot' numbers at the time of accepting product into warehouse from their supplier.

(a) Milled malt, credit where the request for return is made less than 365 days after the 'lot' number shown on the 25kg sack.

(b) Whole grain malt credit where the request for return is made less than 547 days after the 'Lot' number as shown on the 25kg sack.

(c) All other goods and services supplied will be as detailed on the manufacturers packaging.

9) Equipment

a. All containers, cylinders, cases and pallets used in the carrying and delivery of goods will be deemed as non- returnable. Ownership and responsibility of these items passes to the customer at the time of delivery.

b. The customer may return any of the containers as detailed in a) to ABS, any so returned will be at the customers own cost.

c. The items detailed in a) do not carry any monetary value and any so returned will not be credited against the customer's account with ABS.

d. The customer is expected to dispose of all containers in a manner befitting the environment.

10) Damage, Shortage or Loss in Transit

a. In respect of goods, no claim for any damage, shortage or loss in transit will be considered by ABS unless the customer has given written notice to ABS at the time of delivery.

- i. In the case of partial damage, consignment shortage or the complete consignment loss to any carrier other than ABS within 1 day from the date of receipt of the consignment in question.
- ii. In the case of total loss of consignment in question to both ABS and the carrier, within 5 days of the despatch of the consignment.

11) Liability

- a. The invoice value of goods and services supplied by ABS and subsequently agreed by ABS to be defective in materials or workmanship will be credited to the customer provided that the goods returned to ABS are within the appropriate period of time as specified in section 8. Any such agreed defective goods will be replaced (and re invoiced at the price credited) or made serviceable for their original purpose free of charge.
- b. In providing materials (specifically to Malt milled from whole grain) ABS will make the considered approach to supply malt at a gauge level as to optimise product for best customer results. ABS will not guarantee exact production results from goods purchased when used in the manufacture of by-product for the customers own use or resale.
- c. ABS will provide a goods specification sheet to accompany each individual batch of malt goods despatched. The specification document is a guide only and cannot be used as a guarantee to return exact quantities of any subsequent by-product manufactured. This information is also available on www.absolutebrewingsupplies.com
- d. ABS will not be liable for any loss or damage of any description, whether caused by negligence of its employees or agents or otherwise or whether arising from any connection in the failure or the delay in delivery of goods.

12) Termination

The Buyer's right to possession of the Goods shall terminate immediately, and all monies owing to ABS shall become immediately due and payable if:

- (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer;
- (b) The Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between ABS and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade.
- (c) The Buyer encumbers or in any way charges any of the Goods.

13) Force Majeure

ABS shall not be liable to the Buyer or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of ABS obligations in relation to the Goods, if the delay or failure was due to any cause beyond ABS reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond ABS reasonable control:-

- (a) Strikes, lock-outs or other industrial actions or trade disputes (whether involving the employees of ABS or a third party);

(b) Power failure or breakdown in machinery;
(c) The loss, destruction or damage to data, whether stored electronically or otherwise, including such loss, destruction or damage caused by viruses, worms Trojan horses or other form of cyber-attack or other third party breach of data security; (d) Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
(e) Import or export regulations or embargoes;
ABS Standard Terms and Conditions of Sale, acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; war or threat of war, sabotage, insurrection, civil disturbance or requisition; act of God, explosion, flood, tempest, fire or accident

14) Cancellation

The customer shall have no right under any circumstances to cancel the contract or any instalment or order thereunder without prior agreement and written notice of ABS. If ABS shall give such consent it will be without liability then ABS may make it a condition of that consent that the customer shall pay compensation to ABS as reasonably required. However nothing in this clause will imply that ABS conducts business on a sale or return basis.

15) Price List

The description of goods and services in the ABS price list is given by way of a description only and the use of such descriptions shall not mean that the sale under this contract is a sale by description.

16) Exhibitions

The customer shall not exhibit any of ABS supplied products at any public exhibition or trade display without first obtaining the written permission of ABS.

All samples, drawings, descriptive matter, specifications and advertising issued by ABS and any descriptions or illustrations contained in ABS catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

17) Proper Law

Every contract to which these conditions apply shall be construed and take effect in accordance with the Laws of England and the parties shall accept the exclusive jurisdiction of the English courts.

18) Waiver

No waiver by ABS of any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

19) Data Protection

ABS adheres to all regulations appertaining to European Data regulations copies of ABS Data Protection and Retention policies are available on the ABS web-site
www.absolutebrewingsupplies.com

20) Severability

If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part validity of the other provisions of these terms and the remainder of the provision in question shall not be affected thereby..