1. INTERPRETATION
   a) In these Conditions (unless the context otherwise requires) the following definitions shall apply:
      Buyer The purchaser of Goods and/or Services
      Company Bearing Warehouse Ltd t/a ballanderollerstore.com
   b) The agreement between the Buyer and the Company for the supply of goods and/or the provision of services
   c) Conditions These Terms and Conditions
   d) Services carried out or to be carried out by the Company for the Buyer pursuant to the Contract
   e) Information All information in respect of the business and financing of the Company including but not limited to:
   f) No variation or qualification to these Conditions shall be binding upon the parties unless agreed in writing by an authorised representative of the Company.
   g) Any typographical, clerical or other error or omission in any quotation, sales literature, acceptance of order or in any other document whatsoever and howsoever transmitted to the Buyer shall be subject to correction by the Company at its absolute discretion and without liability.
   h) No information, including but not restricted to, statements, descriptions, particulars of weights and/or dimensions, warranties, conditions or representations, made in any catalogue, price list, advertisement or any other written statement or lettering whatsoever or howsoever transmitted shall be incorporated into the Contract nor shall it be deemed to vary or extend these Conditions in any way.
   i) Each Party acknowledges that each Contract together with its variations and/or qualifications made pursuant to these Conditions contains the whole agreement between the Parties and that no statement or representation made by or on behalf of the Buyer or the Company in relation to the sale of Goods or Services to the Buyer or the Company shall be of any force or effect unless made in writing.

2. BASIS OF THE CONTRACT
   a) Any quotation given by the Company to the Buyer shall not constitute an offer but merely an invitation to treat and is not to be binding on the company unless and until an order from the Buyer is accepted in writing by the Company.
   b) The buyer shall, at the request of the Company, may accept an order transmitted by the Buyer by means of a facsimile machine, e-mail, by the Company’s internet sales service or over the telephone. Acceptance may be formally in writing by the supply of the Goods or performance of the Services.
   c) Any Contract made under the Conditions 2.1 and 2.2 above is subject solely to these Conditions which shall override any terms and conditions of the Buyer which may at any time be transmitted to the Company in whatever form and the Buyer waives any right or provision otherwise to rely on any other Terms & Conditions whatsoever.
   d) Any typographical, clerical or other error or omission in any quotation, sales literature, acceptance of order or in any other document whatsoever and howsoever transmitted to the Buyer shall be subject to correction by the Company at its absolute discretion and without liability.
   e) No information, including but not restricted to, statements, descriptions, particulars of weights and/or dimensions, warranties, conditions or representations, made in any catalogue, price list, advertisement or any other written statement or lettering whatsoever or howsoever transmitted shall be incorporated into the Contract nor shall it be deemed to vary or extend these Conditions in any way.
   f) Each Party acknowledges that each Contract together with its variations and/or qualifications made pursuant to these Conditions contains the whole agreement between the Parties and that no statement or representation made by or on behalf of the Buyer or the Company in relation to the sale of Goods or Services to the Buyer or the Company shall be of any force or effect unless made in writing.

3. PRICE
   a) The Price payable shall be the list price of the Goods at the time of despatch unless otherwise agreed between the Parties.
   b) The Company reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and/or Services to cover any increase in the cost to the Company which is due to any factor beyond

4. DELIVERY
   a) Delivery and/or dates for performance of Services quoted are approximate only and time of delivery shall not be of the essence of the contract. The Buyer will accept the Goods and/or performance of Services even if they are delivered late and late delivery will not entitle the Buyer to terminate the Contract.
   b) The Company may deliver Goods early on giving reasonable notice to the Buyer.
   c) Where delivery is at meals or where Goods are held by the Company to be called off by the Buyer in the event that the Company fails to deliver any one or more of the instalments or goods called off in accordance with these Conditions or in the event that the Buyer makes any claim whatsoever in respect of one or more instalments or Goods called off, the乙方 shall not be entitled to repudiate the Contract.
   d) Unless otherwise agreed in writing by the Company the Goods will be delivered ex works and the price of the Goods, carriage, packing and insurance to the Buyer’s premises.
   e) If the Buyer fails to take delivery of Goods or fails to accept performance of any Services then, at the Company’s option, the Company may, at the Buyer’s expense, remove the Goods from the Buyer’s premises.

5. PAYMENT
   a) The time of payment shall be of the essence of the Contract.
   b) If credit terms are permitted, payment terms are Net thirty days.
   c) If the Buyer fails to make any payment due under any Contract between it and the Company then the Company shall be entitled to terminate any Contract between it and the Buyer forthwith and shall not be liable to perform any part of any Contract still incomplete at that time nor shall the Company be bound by any warranty whatsoever.
   d) If the Buyer fails to adhere to the terms of payment of any Contract then the Company may at its sole discretion demand immediate payment of any or all liabilities whether or not payment of the debt is due.
   e) If the Buyer fails to make any payment on the due date thenwithout prejudice to any other right or remedy available to it, the Buyer shall be entitled to charge the Buyer interest, both before and after any judgment, from the date on which the payment became overdue on the amount unpaid or part thereof, at the rate of six per cent per annum above the HSBC plc base rate in force at the time of imposition of the interest until payment in full is made (a part of a month shall be treated as a full month for the purpose of calculating interest), in any way which may be, or the Company has to take the debt or any other agent for the recovery of any outstanding amount, and any debt as shall be entitled to charge the Buyer an administration fee of five per cent.
   f) The Company reserves the rights to set off any debts whatsoever which the Buyer owes under any Contract against the amounts which the Company owes to the Buyer for any reason whatsoever.

6. WARRANTIES AND CONDITIONS
   a) Any conditions or warranties (whether express or implied by Statute as permitted under law or common law (arising from conduct or a previous course of dealing or trade custom or usage or otherwise howsoever) as to the quality of the Goods or their fitness for any particular purpose (even if of a kind expressly or by implication to the Company) or as to the correspondence of the Goods to any description or sample are hereby expressly excluded.
   b) The Company (whether in contract, tort or otherwise) shall have no liability for any loss or damage to or in connection with the Goods or any other party claiming through or under the Buyer.
   c) Any representation made by the Company as to the use of or intended use of the Goods shall not be deemed to constitute an express or implied warranty or assurance of any kind of the Goods or Services performed by the Company if it within 12 months of performance of the Service a defect in materials or workmanship appears which would not be obvious on reasonable inspection such as that an inspection was carried out or not) the Company will at its own discretion either credit the Buyer with the full price paid by the Buyer to the Company for such Service or it will re-perform the Service always provided that the Service has been accepted and paid for.
   d) In the case of Goods the Company shall pass on to the Buyer any benefits obtained under any warranty and/or guarantee given by the Company’s suppliers always providing that such warranty or guarantee has been accepted and paid for.
   e) In order to exercise any rights under clauses 6.3 to 6.6 the Buyer shall inform the Company within fourteen days of the date when a defect appeared or otherwise became discoverable and shall at the Company’s written request return a complete package of the Goods carriage paid to the Company’s premises.
   f) Any defect arising from incorrect, omission or error by the Buyer, its employees or its agents including but not limited to bad weather, fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow any instructions provided by the Company or the manufacturer of the Goods, misuse, improper
7. INDEMNITY

a) The Buyer shall keep the Company fully and effectively indemnified at all times against all and any costs, claims, demands, losses or liabilities whatsoever in respect of the Company or otherwise suffered or incurred by the Company arising directly or indirectly out of any infringement or alleged infringement of patents, trade marks, copyright, design right or other intellectual property right occasioned by the importation, manufacture or sale of the Goods if made to the specification or special order of the Buyer.

b) The Buyer shall keep the Company fully and effectively indemnified against any loss or liability whatsoever which is suffered or incurred by the Company as a result of the acts or omissions of the Buyer, its employees or agents in the course of collection of Goods from the Company.

8. RISK AND PROPERTY

a) The Goods shall remain the property of the Company until paid for in full for all Goods and Services supplied or to be supplied under the Contract. Until that time the Buyer shall hold the Goods as bailee, keep them separate from like Goods belonging to the Buyer, store them in good and safe condition, and keep them properly stored and protected and labelled as belonging to the Company.

b) The Goods shall be at the Buyer’s risk from the time of delivery to either the Buyer or a third party nominated by the Buyer on the expiry of seven days from the date on which the Company gives notice to the Buyer that the Goods are available for collection. The Buyer shall also pass to the Buyer or a third party nominated by the Buyer for the purposes of delivery or inspection all other Goods in the possession of the Buyer on the expiry of seven days from the date on which the Company gives notice to the Buyer that the Goods are available for collection.

c) The Buyer shall at all times comprehensively insure the Goods against loss or damage and in the event of any such loss or damage shall hold the proceeds of such insurance on behalf of the Company as trustee for the Company until such time as the Goods are paid for in full.

d) The Buyer’s right to possession of the Goods shall:
   i) if the Buyer has not paid for the Goods in full by the due date as described in clause 5 b) above or any alternative date agreed between the Company and the Buyer or
   ii) if, for any reason, the Goods have not having been made, any of the events as described below in Clause 10 a), sub clauses i) to vi) inclusive shall occur on the Company’s right to possession of the Goods in accordance with this clause the Buyer shall at its own expense make the Goods available for inspection and permit the Company to repossess them.

e) The Buyer hereby grants the Company, its employees, agents and sub-contractors an irrevocable licence to enter any premises, vessels or other property in which Goods not paid for are stored in order to repossess them or inspect them at any time.

f) In the event that the Buyer shall hold in its premises consignment stock belonging to the Company then the Company reserves the right to enter upon its premises at any time to remove such stock should it consider that this stock is at risk of non-payment, unauthorised use or removal.

9. CONFIDENTIAL INFORMATION

Each Party hereby agrees in respect of all Confidential Information:

a) to keep the Confidential Information in strict confidence and secrecy:
   i) not to use the Confidential Information save for enjoying its rights under this Contract;
   ii) not to disclose the Confidential Information to any third party save only as is required by law.

b) to restrict the disclosure of Confidential Information to relevant and necessary information required by such of its employees and others of whom it needs to see the same in the performance of their duties as envisaged by the Contract and to ensure that such employees and others are aware of the confidential nature of such Confidential Information.

10. TERMINATION AND CANCELLATION

a) The Contract may be terminated by the Company:
   i) if the Buyer is declared bankrupt or makes any proposal to his creditors for a composition or other voluntary arrangement;
   ii) if a receiver, liquidator, administrator, administrative receiver or any other like practitioner is appointed in respect of the Buyer’s business;
   iii) if the Buyer becomes insolvent or makes any arrangement with its creditors or the Buyer’s business ceases to be carried on;
   iv) if any arrangement is made against the Buyer or any legal process is levied on any property of the Buyer;
   v) if the Company reasonably apprehends that any of the events in clauses 10. a) i) to iv) are about to occur and gives notice thereof to the Buyer;
   vi) if the Buyer fails to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

b) by either Party if the other commits a material breach of the Contract and has not remedied the breach within thirty days of a written request to do so but without prejudice to any other rights or remedies the Company may be entitled to under these Conditions or at law or to any accrued rights or liabilities of a Party.

c) by either Party for the avoidance of doubt if payment by the Buyer for the Goods or any part thereof has not been made.

d) by either Party for the avoidance of doubt if payment by the Buyer for the Goods or any part thereof has not been made.

11. FORCE MAJEURE

The Company shall not be liable to the Buyer or be deemed to be in breach of contract by reason of any delay in performing or failure to perform any of its obligations under the Contract, if the delay or failure was caused or extended by any reason whatsoever, the Buyer shall indemnify the Company against any claim, demand or loss or liability of any kind and not restricted to loss of profit, costs, damages, charges and expenses however incurred by the Company as a result of such cancellation or termination.

12. LIMITATION OF LIABILITY

a) The Company’s liability in contract, tort, (including negligence or breach of statutory duty) or otherwise in connection with the Contract (except in relation to death or personal injury caused by the negligence of the Company or its employees) shall be limited to the value of the Goods and/or Services upon which such liability is based. In no circumstances for
   i) any loss of use, production or profit, (direct or indirect);
   ii) any loss of business, contracts, revenues or anticipated savings;
   iii) any increase in operating costs or any other financial or economic loss;
   iv) any indirect or consequential loss or damage whatsoever

13. GENERAL

a) The Buyer may only assign the benefit of the Contract with the prior written consent of the Company, such consent not to be unreasonably withheld.

b) No party not itself a party to the Contract shall have any rights whatsoever under the Contract nor any right of enforcement thereof.

c) Any notice required or permitted to be given by either Party to the other shall be in writing, addressed to the other Party at its principal place of business or any other address previously provided as being to which correspondence or other notices are to be sent.

d) All sums which shall be received by or paid under the Contract shall be applied in payment of the Buyer’s debts to the Company on the date on which they shall be received by the Company or in default shall be applied as the Company shall think fit.

e) No reference to these Terms shall be construed as a reference to provision as amended, re-enacted or extended at the date of the Contract.

f) The headings in these Conditions are for convenience only and shall not affect the interpretation of the Contract.

h) A credit check may be carried out by the Company at any time for which the Company will charge the Buyer.

i) The Company supplies information to a third party Credit Information Agency.