As a distributor of public hygiene products for over 120 years, we pride ourselves on being able to offer the widest range of pest control and related products in Europe. We are not tied to any manufacturer and are therefore the first to be approached for new product and market advice.

Not only do we have everything you need under one roof, we can deliver within the shortest possible time.

Our modern, 35,050 square foot warehouse and production facilities allow us to hold large stocks of most catalogue items, which can normally be delivered to you the next day (if ordered weekdays before 5:00pm). If an order is urgent, please let us know so that we can give it extra priority. We maintain excellent links with our suppliers so that non-stock items can also be delivered rapidly. Even items not in our catalogue can often be sourced for you.

**STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS**

**1 INTRODUCTION**

1.1 In these Conditions, the following definitions and rules of interpretation shall apply.

Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

Business Day conditions: the terms and conditions set out in the document as amended from time to time in accordance with clause 1.1 and/or 1.2.

Contract: the contract between the Supplier and the Customer for the sale of the Goods in accordance with these Conditions.

Controlled Products: includes but is not limited to Goods which are subject to the Control of Pesticides Regulations 1986 and 1987 (as amended), the Control of Pesticides (Amendment) Regulations 1997, the Plant Protection Products Regulations 2000, or the Poisons Rules.

Customer: the person or firm who purchases the Goods from the Supplier.

Document: includes all instructions or training manuals relating to the Goods and in addition to any document written, any drawing, map, plan, design, drawing, picture or other image, tape, disk or other device or record embodying information in any form. Force Majeure Event: has the meaning given in clause 13.

Goods: those goods which are sold by the Supplier from time to time as set out in the Order.

Incorporated: means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Goods are supplied.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, business names, names or marks used in the course of trade or in a similar or related form, trade names, trade secrets, confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and all modifications, extensions and combinations of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Customer's order for the Goods, as submitted in accordance with clause 3.1.

PPE: the personal protective equipment, which may be required or recommended to be worn by the Supplier, which is not set out in the Contract.

Supplier: Kiligren Chemicals Limited (registered in England and Wales with company number 02174829).

These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

The Contract constitutes the entire agreement between the parties.

Customer acknowledges that this has not relied on any statement, promise, representation or assurance made by or on behalf of the Supplier, which is not set out in the Contract. Any samples, drawings, descriptive matters, or advertising issued by the Supplier prior to the Contract being entered into does not form part of the Contract and does not constitute a representation, description or specification of the Goods unless it is included in the Contract. Any delivery note, invoice or like document issued by the Supplier is not a part of the Contract.

To the extent that it is not complied with by the Supplier, all representations and warranties of any kind relating to the Goods which are not set out in the Contract shall be deemed to be a warranty of the title or ownership to the Goods by the Supplier, which is not set out in the Contract. Any samples, drawings, descriptive matters, or advertising issued by the Supplier prior to the Contract being entered into does not form part of the Contract and does not constitute a representation, description or specification of the Goods unless it is included in the Contract. Any delivery note, invoice or like document issued by the Supplier is not a part of the Contract.

The Customer cannot accept or cancel any Order or a Contract in accordance with 3.1 without the written consent of the Supplier or, if the packaging or labelling on the Goods is to the Customer’s own specification, the Customer is informed of any of the previous set-out in clause 4. The Customer is also required to return all returns, unaccepted returns and any despatch or replacement requests to the Supplier, unless the Supplier notifies the Customer that the Goods are to be returned or that the Supplier will accept the Goods. In the event that the Customer does not comply with the above terms, the Customer shall be required to pay the Supplier the amount of all costs reasonably incurred by the Supplier in fulfilling the Order up to the date of amendment or cancellation.

Orders and payment are easy. Orders may be placed by post, email, telephone, via the website or in person. We also offer a range of payment options:

- **Credit/debit card** - we accept all major credit and debit cards.
- **Cash** - if you collect goods in person from our warehouse, we will accept cash.
- **Account** - you may apply for trade credit with payment terms of the 20th of the following month by completing a simple application form, which we can send to you upon request. Credit will be granted dependent upon the outcome of trade and bank enquiries.

With an account you may pay by cheque, bank transfer or debit card.
6.3 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Goods’ failure to comply with any warranty or guarantee relating to the Goods.

6.4 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

7 TITLE AND RISK

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Goods and

7.2.1 all other sums which are or which become due to the Supplier for sales of the Goods or any other products or services to the Customer.

7.3 Until title to the Goods has passed to the Customer, the Supplier shall:

7.3.1 hold the Goods on a fiduciary basis as the Supplier’s sole and absolute property

7.3.2 store the Goods separately from other goods held by the Supplier for its own use or for any third party

7.3.3 not remove, defect or obscure any identifying mark or packaging or on or relating to the Goods

7.3.4 maintain the Goods in satisfactory condition and keep them insulated against all risks for their full price from the date of delivery

7.3.5 notify the Customer immediately if it becomes subject to any of the events listed in clause 11.1, and

7.3.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time, but the Customer may sell the Goods in the ordinary course of its business.

7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.1, or the Supplier reasonably believes that such an event is about to happen and notifies the Customer accordingly, then, the Supplier shall have a right (irrespective of any other rights or remedies which the Supplier may have, and subject to the condition set out in clause 11.5) to

7.4.1 require the Customer to pay the Supplier the price of the Goods (whether paid for or not previously) and interest (calculated from the date on which the Supplier notified the Customer of its right to require payment of the price of the Goods) and, if the Customer fails to do so promptly, enter upon or into any of the Customer or any of the Customer’s premises where the Goods are stored or displayed in connection with the Customer’s business and recover the Goods

7.4.2 recover the Goods; or

7.4.3 to sue for the full price of the Goods and, if such suit is successful, to recover reasonable costs and expenses including (including foreign exchange fluctuations, (including disbursements, and increases in labour, materials and other manufacturing costs)

8 PRICE AND PAYMENT

8.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier’s published price list at the time of ordering and not in the Supplier’s catalogue or on the Supplier’s website at the date at which delivery of the Goods is to be made.

8.2 The Supplier’s price list, catalogue or website contains a number of goods which the Supplier can supply to the Customer and it is always possible that, despite the Supplier’s best efforts, some of the goods set out or shown on the Supplier’s price list, catalogue or website may be incorrect. If you are incorrect price will have the opportunity to decline or accept the revised price at the time of placing an Order.

8.3 If the pricing error is obvious and unquantifiable and could have reasonably been discovered by the Customer in an arm’s length situation then the Supplier is under no obligation to provide the Goods to the Customer at the incorrect price.

8.4 Notwithstanding the provisions of clauses 8.1 to 8.3 (inclusive), the Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to any of the following:

8.4.1 any factor beyond the Supplier’s control (including foreign exchange fluctuations, increases in delivery and carriage charges, and increases in labour, materials and other manufacturing costs)

8.4.2 any increase in the cost of any input tax on VAT. The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier the amount charged at the applicable rate.

8.6 Transport charges for overseas delivery of Goods purchased via the Supplier’s website at worldwide.com may differ from those charges displayed on the Supplier’s shopping cart on the Supplier’s website and the Customer accepts the higher of those charges will apply. Value added tax (VAT) (or its equivalent) will be charged at the rate in force from time to time.

8.7 Subject to clause 8.8, the price of the Goods is exclusive of amounts in respect of VAT. The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier the amount charged at the rate in force from time to time.

9 LIMITATION OF LIABILITY – THE CUSTOMER’S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

9.1 This clause 9 puts the entire financial liability of the Supplier (including any liability for the actions, neglect or default of any employee or agent of the Supplier) in the Customer in respect of

9.1.1 any breach of the Contract, including any defective performance, delay or failure to perform or any misrepresentation through negligence or breach of statutory duty;

9.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979, or

9.3.4 defective products under the Consumer Protection Act 1987.

9.4 Subject to clause 9.2 and clause 9.3:

9.4.1.1 the Supplier shall not be liable (whether in contract, tort (including negligence) breach of statutory duty, or otherwise), for:

9.4.1.4 loss of anticipated savings;

9.4.1.5 loss of goods;

9.4.1.6 loss of use;

9.4.1.7 loss of corruption or data or information;

9.4.1.8 loss of any kind, whether direct or indirect or consequential in nature and however arising, whether under or in connection with this Contract or any other contract between the Supplier and the Customer shall become

9.10.1 the Customer’s trade secrets, customer addresses and payment records may be submitted as external credit reference agencies to pay credit checks. The Supplier’s use of this data in this way is entirely lawful. The Supplier has a legitimate interest in this personal data being processed for the purpose of assessing whether to grant credit accounts to the Customer.

9.2 All personal data will be used in accordance with the Supplier’s privacy policy. The policy can be found at https://www.billyco.com/ubat/billyco/privacy- policy. This policy may be updated from time to time and does not form part of this contract.

9.3.2 and any other contract with the Customer, and in either case without prejudice to any other rights or remedies the Supplier may have.

9.11.1 the Customer shall not pay any amount due under the Contract for the delivery of the Goods for a reasonable period after the date on which the Customer becomes subject to any of the events listed in clause 11.1 and shall give to the Customer a reasonable period of time to remedy the breach of contract.

9.11.2 the Customer’s/trustee’s inability to pay its debts shall be unforeseen by the Supplier, and the Supplier would not have elected to make the contract or been induced to make the contract or entered into a corresponding contract or agreement at all and that the Customer is not insolvent or otherwise unable to pay its debts as at the date of the contract.
11.4.9 clause 18; 11.4.6 clause 14; 11.4.4 clause 12; 11.4.2 clause 9; 11.4.1 clause 1; 11.4  On termination of the Contract (however arising), the following clauses shall become effective:

11.2 For the purposes of clause 11.1.2 material breach means a breach (including an accidental, mishap, mistake or misunderstanding).

11.1.12 the financial position of the Customer deteriorates to such an extent that in the opinion of the Supplier the capability of the Customer adequately to fulfil its obligations under the Contract is seriously impaired, or

11.1.11 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on its business or

11.1.10 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1 to clause 11.9 (inclusive); or

11.1.9 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

11.1.8 if any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if such provision is amended or modified to comply with any legal requirement that such communications be in writing.

17.10 The Supplier may, from time to time and without notice, change the Goods in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope or the charges for the Services. If the Supplier requests a change to the scope of the Goods for any other reason, the Customer shall not unreasonably withhold or delay consent to it.

17.9 The Supplier reserves the right to vary and amend these Conditions from time to time for reasons including changes in market conditions affecting the Supplier’s business, changes in technology, changes in payment methods, changes in fuel and power costs, changes to relevant laws and regulatory requirements and changes in the Supplier’s capabilities.

17.8 The Customer will be subject to the Conditions in force at the time that it places an Order, unless the Conditions are replaced or modified by law or governmental authority (in which case it will apply in accordance with the terms of the Supplier’s offer).

17.2 The Customer shall be subject to the Conditions in force at the time that it places an Order, unless the Conditions are replaced or modified by law or governmental authority, in which case amendments to the Conditions before the Supplier accepts the Order in accordance with clause 3.4 in (c) above will be subject to the terms and conditions under which the Supplier accepts the conditions in force for the Services. If the Supplier notifies the Customer of any changes to the Terms of the Conditions before the Supplier receives the Order in accordance with clause 3.4 (c) above will be subject to the Conditions in force for the Services. If the Supplier notifies the Customer of any changes to the Terms of the Conditions before the Supplier accepts the Conditions in force for the Services.

17.1 Subject to clauses 17.1 to 17.3 (inclusive), the variation of the Conditions or any of the other terms and conditions referred to in them shall be valid unless it is written and signed and on or before each of the following:

12 INTELLECTUAL PROPERTY RIGHTS

Any Intellectual Property Rights of the Supplier provided to the Customer (including without limitation) shall, at all times, be and remain the exclusive property of the Supplier, but shall be held by the Customer in such title at all times as the Supplier, licensed, disposed of in whatever manner and in accordance with the Supplier’s written instructions or authorisations.

13 FORCE MAJEURE

13.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party’s reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was not a reasonable means of avoiding such an event (e.g. strikes, lockouts, strikes, work stoppages, labour disputes, effective government, war, earthquakes, fires, floods, storms, hurricanes, civil disturbances, illegal acts, national or international calamity, strike, industrial stoppage, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, force majeure, explosions, collapse of buildings, fires, floods, storms, earthquakes, wars at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or defaults of suppliers or subcontractors, including the default of any carrier engaged by the Supplier in delivering the Goods).

14 WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications between the Supplier and the Customer shall be in writing. In deciding whether the Supplier shall provide the Customer with a non-binding but informative opinion in writing. Such an opinion shall be provided in whatever manner and in accordance with the non-binding but informative opinion in writing. Such an opinion shall be provided in whatever manner and in accordance with the non-binding but informative opinion in writing.

15 NOTICES

15.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or company residence in the area in which the parties are incorporated for the purpose of the service of a scheme for a solvent amalgamation of the Customer under or in connection with the Company is subject to the Conditions in force at the time that it places an Order, unless the Conditions are replaced or modified by law or governmental authority, in which case amendments to the Conditions before the Supplier accepts the Order in accordance with clause 3.4 in (c) above will be subject to the Conditions in force for the Services.