

BMEL Terms and Conditions for the Supply of Goods and Services

Rev. 6 October 2025

This document sets out the terms and conditions on which the Deliverables are supplied by Bunting Magnetics Europe Limited to the Customer.

1. INTERPRETATION

1.1 Definitions

In these Terms, the following definitions apply:

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

Contract: the contract between the parties for the supply of Deliverables in accordance with these Terms.

Customer: the person or firm who purchases the Deliverables from BMEL.

Deliverables: the Products and the Services.

Delivery Location: the address/location for delivery or collection of the Products as set out in the Order or as otherwise agreed between the parties.

Force Majeure Event: has the meaning given to it in clause 13.1.1.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other Intellectual Property Rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

BMEL: Bunting Magnetics Europe Limited registered in England and Wales with company number 00790396, whose registered office is at Northbridge Road, Berkhamsted, Hertfordshire HP4 1EH, whose email address is sales@buntingmagnetics.com and whose VAT number is GB727558992.

Order: the Customer's order for the supply of Deliverables, as set out in the Customer's purchase order form.

Products: the products (or any part of them) set out in the order.

Services: the services (or any part of them) set out in the Order or as otherwise agreed between the parties in writing.

Terms: these terms and conditions as amended from time to time in accordance with clause 13.9.

Website: BMEL's websites are located at www.buntingmagnetics.com, www.magnetapplications.com, and www.e-magnetsuk.com

1.2 Construction

In these Terms, the following rules apply:

- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party means BMEL or the Customer respectively and includes its personal representatives, successors or permitted assigns and "**parties**" shall be construed accordingly;
- 1.2.3 a reference to a clause is to the relevant clause of the Terms;
- 1.2.4 the clause headings are included for convenience only and are not to affect the construction or interpretation of the Terms;
- 1.2.5 unless the context otherwise requires, words in the singular shall include the plural and vice versa;
- 1.2.6 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.7 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.8 any phrase introduced by the terms including or include, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.9 a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Deliverables in accordance with these Terms.
- 2.2 The Order shall only be deemed to be accepted when BMEL issues written acceptance of the Order at which point and on which date the Contract shall come into existence.
- 2.3 Notwithstanding clause 2.2, where the Customer places an Order for Products using the Website, the Customer will receive an e-mail from BMEL acknowledging that the Order has been received. The Customer acknowledges and accepts that this email does not mean that the Order has been accepted. The Order shall be accepted when BMEL issues written acceptance of the Order by way of a dispatch note confirming dispatch of the Products.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by BMEL and any illustrations or descriptions of the Deliverables, including weights and dimensions of Products, contained in BMEL's catalogues or brochures or on the Website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Products described in them and are subject to change. They shall not form part of the Contract or have any contractual force.
- 2.5 These Terms 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.
- 2.6 Any quotation given by BMEL shall not constitute an offer, and, unless stated otherwise, is only valid for a period of 20 Business Days from its date of issue.
- 2.7 BMEL reserves the right to make amendments to the description or specification of the Deliverables which:
 - 2.7.1 are necessary to comply with any applicable statutory or regulatory requirements; or
 - 2.7.2 do not materially affect the nature or quality of the Deliverables.

3. DELIVERY AND PERFORMANCE

- 3.1 Subject to clause 3.2, BMEL shall deliver the Products to the Delivery Location at any time after BMEL notifies the Customer that the Products are ready. Delivery of the Products shall be completed on the Products' arrival at the Delivery Location.
- 3.2 Notwithstanding clause 3.1, where previously agreed between the parties in writing, the Customer shall collect the Products from the Delivery Location within 3 Business Days of BMEL notifying the Customer that the Products are ready. Delivery of the Products shall be completed on the completion of loading of the Products at the Delivery Location.
- 3.3 Any dates quoted for delivery of the Products or performance of Services are approximate only, and time shall not be of the essence for such delivery or performance. BMEL shall not be liable for any delay in delivery/performance or failure to deliver/perform the Deliverables, where such delay or failure is caused by a Force Majeure Event.
- 3.4 Where BMEL is delayed in delivering/performing or fails to deliver/perform the Deliverables as a result of the Customer's failure to:
- 3.4.1 provide BMEL with sufficient access to the Delivery Location;
 - 3.4.2 provide BMEL with sufficient means and/or access to its premises to perform the Services;
 - 3.4.3 provide BMEL with adequate delivery/performance instructions;
 - 3.4.4 collect or take delivery of the Products; or
 - 3.4.5 to comply with any of its obligations under the Contract,
- then:
- 3.4.5(a) BMEL shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any losses suffered by the Customer in connection with such delayed or failed delivery or performance;
 - 3.4.5(b) delivery of the Products shall be deemed to have been completed at 9.00 am on the next Business Day following BMEL's attempted delivery or, where the Customer is to collect the Products, at 9.00 am on the next Business Day following the latest day for collection in accordance with clause 3.2;
 - 3.4.5(c) BMEL shall, without limiting its other rights or remedies under this agreement, have the right to suspend delivery/performance of the Deliverables until the Customer remedies its default;
 - 3.4.5(d) the Customer shall fully indemnify and hold harmless BMEL in respect of all Losses, including the costs of additional storage (including insurance costs), delivery/performance (including the costs of re-arranging delivery/performance) and transport costs, any costs of resale or disposal in accordance with clause 3.5 and any other costs suffered or incurred by BMEL in connection with the delayed or failed delivery/performance.
- 3.5 If after 10 Business Days of BMEL notifying the Customer that the Products were ready for delivery, the Customer has not collected or taken delivery of them, BMEL may resell or otherwise dispose of the Products.
- 3.6 The Customer shall not be entitled to reject the Products if BMEL delivers up to and including 5 per cent more or less than the number of Products ordered.
- 3.7 BMEL may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4. WARRANTY PERIOD

- 4.1 BMEL warrants that on delivery, and for a period of 1 year from the date of delivery ("Warranty Period"), the Products shall be free from material defects in material and workmanship.

- 4.2** Subject to clause 4.4, if:
- 4.2.1** the Customer gives notice in writing during the Warranty Period, without delay on the discovery that some or all of the Products do not comply with the warranty set out in clause 4.1;
 - 4.2.2** BMEL is given a reasonable opportunity of examining such Products; and
 - 4.2.3** the Customer returns such Products to BMEL's place of business at the Customer's cost, BMEL shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.
- 4.3** Notwithstanding clause 4.2, where a Customer who is a consumer has ordered Products using the Website and:
- 4.3.1** the Customer gives notice in writing during the Warranty Period, without delay on the discovery that some or all of the Products do not comply with the warranty set out in clause 4.1;
 - 4.3.2** BMEL is given a reasonable opportunity of examining such Products; and
 - 4.3.3** the Customer returns such Products to BMEL's place of business at the Customer's cost, BMEL shall provide a full refund in respect of the defective goods, including a refund of the charges in respect of delivering the Products to the Customer and of the cost incurred by the Customer in returning the Products to BMEL.
- 4.4** BMEL shall not be liable for the Products' failure to comply with the warranty in clause 4.1 if:
- 4.4.1** the Customer makes any further use of such Products after giving a notice in accordance with clause 4.2.1;
 - 4.4.2** the defect arises because the Customer failed to follow BMEL's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice;
 - 4.4.3** the defect arises as a result of BMEL following any drawing, design or Products specification supplied by the Customer;
 - 4.4.4** the Customer alters or repairs such Products without the written consent of BMEL;
 - 4.4.5** the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - 4.4.6** the Products differ from their description or any specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 4.5** Except as provided in this clause 4, BMEL shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 4.1.
- 4.6** The provisions of these Terms shall apply to any repaired or replacement Products supplied by BMEL under clause 4.2.

5. CONSUMER RIGHTS

- 5.1** Where the Customer has submitted an Order for Products as a consumer using the Website and BMEL has accepted such Order, the Customer may cancel the Contract by:
- 5.1.1** notifying BMEL in writing of such cancellation, at any time within 7 Business Days of the day following completion of delivery; and
 - 5.1.2** returning the Products to BMEL immediately, in the same condition in which they were received and at the Customer's cost and risk.
- 5.2** Notwithstanding clause 5.1, the Customer has no right to cancel a Contract for the supply of any Products, which have been made to the Customer's specification or are clearly personalised.

6. TITLE AND RISK

- 6.1** The risk in the Products shall pass to the Customer on completion of delivery.
- 6.2** Title to the Products shall not pass to the Customer until BMEL has received payment in full (in cash or cleared funds) for the Products.
- 6.3** Until title to the Products has passed to the Customer, the Customer shall:
 - 6.3.1** hold the Products on a fiduciary basis as BMEL's bailee;
 - 6.3.2** store the Products separately from all other goods held by the Customer so that they remain readily identifiable as BMEL's property;
 - 6.3.3** not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - 6.3.4** maintain the Products in satisfactory condition and keep them insured against all risks for their full price on BMEL's behalf from the date of delivery;
 - 6.3.5** notify BMEL immediately if it becomes subject to any of the events listed in clause 11.1.2; and
 - 6.3.6** give BMEL such information relating to the Products as BMEL may require from time to time, but the Customer may resell or use the Products in the ordinary course of its business.
- 6.4** If before title to the Products passes to the Customer becomes subject to any of the events listed in clause 11.1.2, or BMEL reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy BMEL may have, BMEL may at any time require the Customer to deliver up the Products and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored to recover them.

7. CUSTOMER'S OBLIGATIONS

- 7.1** By placing an Order through the Website, the Customer warrants that it is legally capable of entering into binding contracts and (if an individual), is at least 18 years old.
- 7.2** The Customer shall:
 - 7.2.1** ensure that the terms of the Order and any specification are complete and accurate;
 - 7.2.2** co-operate with BMEL in all matters relating to the Deliverables;
 - 7.2.3** provide BMEL, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by BMEL to provide the Services; and
 - 7.2.4** provide BMEL with such information and materials as BMEL may reasonably require to supply the Services and ensure that such information is accurate in all material respects.

8. CHARGES AND PAYMENT

- 8.1** The price for the Deliverables shall be the price set out in the Order or, if no price is quoted, the price set out in BMEL's published price list or on the Website as at the date of delivery/performance or as otherwise confirmed by BMEL in writing.
- 8.2** Unless otherwise agreed between the parties in writing, the price for the Deliverables is exclusive of all costs and charges of packaging, insurance, transport and delivery and of VAT and any other applicable taxes, all of which shall be payable by the Customer.

8.3 BMEL reserves the right to:

8.3.1 increase the price of the Deliverables, by giving notice to the Customer at any time before delivery/performance, to reflect any increase in the cost of the Products to BMEL that is due to:

8.3.1(a) any factor beyond the control of BMEL (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

8.3.1(b) any request by the Customer to change the delivery/performance date(s), quantities or types of Deliverables ordered, or the specification for the Deliverables; or

8.3.1(c) any delay caused by any instructions of the Customer in respect of the Deliverables or failure of the Customer to give BMEL adequate or accurate information or instructions in respect of the Deliverables.

8.4 Except as otherwise set out in the Purchase Order, BMEL shall invoice the Customer:

8.4.1 in respect of Products, on despatch of the Products; and

8.4.2 in respect of Services, on completion of performance of the Services.

8.5 The Customer shall pay each invoice submitted by BMEL within 30 days of the date of the invoice (unless an alternative payment period is agreed between the parties in writing), in the currency specified in the invoice and time for payment shall be of the essence of the Contract.

8.6 Notwithstanding clauses 8.4 and 8.5,

8.6.1 where Orders are submitted using the Website, the price shall be payable on submission of the Order; and

8.6.2 BMEL reserves the right to demand upfront payment in respect of any Order or to extend the payment period for any invoice at its discretion.

8.7 Where delivery of the Products is by instalment, BMEL reserves the right to withhold delivery of any instalment where the Customer has not paid any previous invoices.

8.8 Without limiting any other right or remedy of BMEL, if the Customer fails to make any payment due to BMEL under the Contract by the due date for payment ("**Due Date**"), BMEL shall have the right to charge interest on the overdue amount at the prevailing statutory interest rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment and compounding quarterly.

8.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against BMEL to justify withholding payment of any such amount in whole or in part. BMEL may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by BMEL to the Customer.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in or arising out of or in connection with the Deliverables shall be owned by BMEL.

9.2 The Customer acknowledges that in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on BMEL obtaining a written licence from the relevant licensor on such terms as will entitle BMEL to license such rights to the Customer.

- 9.3** The Customer shall indemnify BMEL against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by BMEL in connection with any infringement by the Customer of BMEL's Intellectual Property Rights arising out of or in connection with this agreement.
- 9.4** To the extent that the Products are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify BMEL against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by BMEL in connection with any claim made against BMEL for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with BMEL's use of such specification.

10. LIMITATION OF LIABILITY

The Customer's attention is particularly drawn to the provisions of this clause 10.

- 10.1** Nothing in these Terms shall limit or exclude BMEL's liability for:
- 10.1.1** death or personal injury caused by negligence;
 - 10.1.2** fraud or fraudulent misrepresentation;
 - 10.1.3** breach of the terms implied by section 2 of the Supply of Deliverables Act 1982 or section 12 of the Sale of Products Act 1979;
 - 10.1.4** defective products under the Consumer Protection Act 1987;
 - 10.1.5** the indemnities contained in clauses 3.4.5(d), 9.3 and 9.4.
- 10.2** If BMEL fails to deliver or perform the Deliverables, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Deliverables of similar description and quality in the cheapest market available, less the price of the Deliverables.
- 10.3** Subject to clause 10.1:
- 10.3.1** BMEL shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any special, consequential or indirect losses, loss of revenue, loss of profit, loss of data, loss of goodwill, loss of business opportunity or loss of anticipated savings arising under or in connection with the Contract, regardless of the form of action and of whether BMEL knew or had reason to know of the possibility of the loss in question;
 - 10.3.2** BMEL's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed 100 per cent of the amount paid by the Customer to BMEL in respect of the Deliverables that gave rise to such liability.
- 10.4** Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11. TERMINATION

- 11.1 Without limiting its other rights or remedies, BMEL shall have the right to terminate the Contract with immediate effect by giving written notice to the Customer if:
- 11.1.1 the Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;
 - 11.1.2 enters into administration (whether out of court or otherwise), receivership, liquidation, a formal arrangement with its creditors or any analogous proceedings or procedure, or is otherwise insolvent or ceases or threatens to cease to trade; or
 - 11.1.3 BMEL reasonably believes that the Customer is about to become subject to any of the events listed in clause 11.1.2.

12. CONSEQUENCES OF TERMINATION

- 12.1 On termination of the Contract for any reason:
- 12.1.1 the Customer shall immediately pay to BMEL all of BMEL's outstanding unpaid invoices and interest and, in respect of Deliverables supplied but for which no invoice has yet been submitted, BMEL shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
 - 12.1.2 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. GENERAL

13.1 Force majeure

- 13.1.1 For the purposes of the Contract, "**Force Majeure Event**" means an event beyond the reasonable control of BMEL including strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, an act of God, war, riot, terrorism, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 13.1.2 BMEL shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.
- 13.1.3 If the Force Majeure Event prevents BMEL from performing any of its obligations under the Contract for more than 90 days, either party shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the other party.

13.2 Assignment and subcontracting

- 13.2.1 BMEL may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 13.2.2 The Customer shall not, without the prior written consent of BMEL, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.3 Notices

- 13.3.1** Notwithstanding clause 1.2.9, any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause 13.3, and shall be delivered personally or sent by pre-paid first-class post, recorded delivery or commercial courier.
- 13.3.2** A notice or other communication shall be deemed to have been received if delivered personally when left at the address referred to in clause 13.3.1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 13.3.3** The provisions of this clause 13.3 shall not apply to the service of any proceedings or other documents in any legal action.

13.4 Entire Agreement

- 13.4.1** The Contract constitutes the whole agreement and understanding of the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Contract.
- 13.4.2** Each party acknowledges that, in entering into the Contract, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in the Contract.
- 13.4.3** Each party agrees that all liability for and remedies in respect of any representations are excluded except as expressly provided in the Contract.
- 13.4.4** Nothing in this clause 13.4 shall limit or exclude any liability for fraud.

13.5 Waiver

- 13.5.1** A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.6 Severance

- 13.6.1** If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 13.6.2** If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.7 No partnership

- 13.7.1** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

13.8 Third parties

- 13.8.1** A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.9 Variation

13.9.1 Except as set out in these Terms, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by BMEL.

13.10 Governing law and jurisdiction

13.10.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed under, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Questions about these terms? Contact your Bunting sales representative or call **+44(0)1527 65858**.