

Standard Terms and Conditions

Quotations and prices

1. The prices shown on the price list are exclusive of any VAT or other tax or duty and are subject to change at any time.
2. Any special price quotation (SPQ) provided by Berkshire for any product shall be valid only for the specific customer, quantity and time period stated in the SPQ. Berkshire reserves the right to revise quotations and prices quoted on official Order Confirmations and charge the list price.
3. All orders are subject to approval or acceptance by Berkshire. Orders will only be considered as accepted when confirmed in writing by an official Order Confirmation issued by an authorised Berkshire representative.
4. Berkshire reserves the right to impose a minimum order value, below which an administration fee will be charged. Customers will be notified in writing of the current rates and any amendments thereto.

Payment terms

1. Unless otherwise agreed in writing, all invoices are payable by the end of the month following invoice (eg January invoices are payable by 28th February).
2. Berkshire reserves the right to charge interest at 1.5% per month on any overdue account.
3. If any monies due to Berkshire are not paid as required, Berkshire shall be entitled to suspend trading until payment is received.
4. Berkshire reserves the right to alter or suspend credit, to defer shipments and/or cancel any or all outstanding orders at any time when in Berkshire's opinion the customer's financial condition warrants it.

Shipping

1. Berkshire will endeavour to maintain quoted delivery and shipment dates, but such dates are not to be treated as terms of the contract and Berkshire will not be responsible for any loss which may result from late delivery. Berkshire may despatch or deliver goods in advance of the quoted delivery date upon giving reasonable notice to the customer.
2. Any complaint of short delivery or damaged goods must be notified to Berkshire within 3 days of receipt. Claims for loss or non-delivery must be made within 28 days of despatch.
3. If an order provides for delivery in instalments, each instalment shall be considered as a separate contract and delay or non-delivery of any instalment shall not affect any other part of the contract, nor entitle the customer to reject or cancel any other instalment.
4. Should a scheduled delivery be refused at a customer's premises, Berkshire will not be liable for any additional delivery charges that may be incurred.

Acceptance of goods

1. Berkshire warrants that the products will conform in all material respects to the descriptions provided by Berkshire through its websites, catalogues, product data sheets and other materials. Any claim by a customer that is based on any defect in quality or condition of the goods must be notified to Berkshire within 28 days of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after the discovery of the defect or failure.
2. Where any valid claim based on such defect or failure is notified to Berkshire in accordance with these conditions, Berkshire's liability shall be limited to the refund of monies paid for the goods or replacement of the goods.

Non-standard products

1. Berkshire is not limited to the sizes, colours and packaging specifications in this list – non-standard and custom products will be quoted upon request.
2. Orders for custom products, custom packaging or non-standard sizes must meet minimum run size requirements. These will vary from product to product.
3. Berkshire reserves the right to over- or under-ship on non-standard/custom orders by 15%.
4. Lead-times will vary from product to product.

Returned goods

1. Berkshire will consider, on a discretionary basis, returns of standard products that do conform to its warranty under the following conditions:
 - a) Prior agreement must be obtained in writing from an authorised Berkshire representative before returning goods
 - b) Returned goods must be in their original, un-opened, saleable condition
 - c) Returned goods must be only in full-case quantities – part cases will not be accepted
 - d) Returned goods will not be accepted during December each year
 - e) Returned goods will only be accepted within 6 months of invoice date
 - f) The customer shall bear the cost of returning the goods
 - g) There will be a 10% restocking fee for all returns
 - h) Credit notes will only be raised on receipt and full check of returned goods.
2. Under no circumstances will Berkshire accept return of any non-standard or custom product, pre-saturated or sterile/irradiated product.

Cancellation / Amendments

1. No order or contract which has been accepted by Berkshire may be cancelled or amended by the customer without prior agreement by Berkshire and on terms that the customer shall indemnify Berkshire against all loss, costs, damages, charges and expenses incurred in pursuance of the Order or as a result of the cancellation or amendment.

Property and risk

1. All goods shall remain the property of Berkshire until payment has been received in full and as such Berkshire reserves the right to recover or resell the goods so as to discharge any overdue sums owed to Berkshire.
2. All risks in the goods shall pass to the customer according to the Incoterms (as per ICC latest revisions) agreed and stated on the Order Confirmation.

Liability

1. Except in respect of death or personal injury caused by Berkshire's negligence, Berkshire shall not be liable to its customers for any consequential loss or damage (including loss of profit, income, production time, contracts and goodwill, whether foreseeable or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Berkshire, its employees or agents or otherwise) which arises out of or in connection with the supply of the goods or their use or resale by the customer.
2. Berkshire shall not be liable to its customers or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of the customer's obligations if the delay or failure was due to any cause beyond Berkshire's reasonable control ("force majeure circumstances") including but not limited to Acts of God, explosion, flood, tempest, war, sabotage, insurrection, civil disturbance, requisition, lock-outs or other industrial action or trade dispute (whether involving Berkshire employees or a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery. In force majeure circumstances Berkshire may at its sole discretion terminate any contract, or cancel or suspend any delivery. In force majeure circumstances Berkshire may apportion available stocks between its customers at its sole discretion.

Reselling / Diversion of Berkshire Products

1. In accordance with UK, EU and US laws, Berkshire has a commitment to compliance procedures in the area of reselling. Goods can be resold under the following conditions:
 - a) The country of destination is not subject to any current trade embargoes or sanction
 - b) The goods are not for military or nuclear-related end-use
 - c) The end user parties do not appear on any entity, blocked persons or denied parties lists

Legal Jurisdiction

1. These terms and conditions are governed by and construed in accordance with English law. Any dispute under these terms shall be subject to the exclusive jurisdiction of the English courts.