

# BMI UK & Ireland **Service Charter**



## Foreword



**The first edition of our Service Charter was launched to clearly set out the service you can expect from us.**

This year, we continue on a journey of evolution that is driven entirely by you. Improving our operations isn't just about being faster; it's about creating a dependable environment where we can consistently deliver on our promise to you, our customers.

Our second edition remains committed to enhancing our service, recognising that ongoing improvement is essential to our success. By focusing on quick order confirmations, efficient processing, and responsive customer support, we aim to not only meet our commitments but to have every single step reflect that winning with our customers is the driving force behind all that we do.

Together, we are building a stronger foundation of trust and satisfaction, ensuring your success is central to our own.

A handwritten signature in white ink, appearing to read 'Fraser Biles', written over a thin white horizontal line.

**Fraser Biles**  
Managing Director  
BMI UK & Ireland

## Customer Promise

This Service Charter document is designed to provide the clarity you need for us to meet your expectations.

### **We promise that:**

- We will aim to send you the first confirmation within two working days, provided the order is placed on a working day before 2pm.
- Once your order confirmation has been received, we will aim to deliver within 10 working days from this point for any items in stock. This is subject to change depending on availability, but all changes will be notified by our Customer Services team in due course.
- We will provide lead time updates fortnightly for our products that have constrained supply & are subject to lead times.

We will continue to update this document; therefore, more updates are likely to follow in 2026 as we continue to better define and improve on our customer promises.

## Introduction to this document

This document serves as a guide to outline how we define the trading relationship between you, the customer, and us, BMI UK & Ireland, within the UK market for both the Redland, Icopal and Klobber brands.

Our Necoflex (Ireland) brand is not included as part of this document.

Should you have any questions, please feel free to call our Customer Services team or your Redland, Klobber or Icopal Account Manager.

## Contact Details

### CUSTOMER SERVICES

#### **Icopal Customer Services**

0843 224 7400

[sales.admin@bmigroup.com](mailto:sales.admin@bmigroup.com)

#### **Klober Customer Services**

01332 813 050

[info@klober.co.uk](mailto:info@klober.co.uk)

#### **Redland Customer Services**

0370 560 1000

[sales.redland@bmigroup.com](mailto:sales.redland@bmigroup.com)

#### **Opening Hours**

Mon-Thurs 8.00am - 5.00pm, Friday 8.00am - 12.00pm

### TECHNICAL SERVICES

#### **BMI Icopal Technical Services**

0330 123 4585

[technical.uk@bmigroup.com](mailto:technical.uk@bmigroup.com)

#### **BMI Redland Technical Services**

0330 123 4585

[technical.redland@bmigroup.com](mailto:technical.redland@bmigroup.com)

#### **Opening Hours**

Mon-Fri 8.00am - 5.00pmm

### OFFICE ADDRESS

BMI House, 2 Pitfield, Kiln Farm  
Milton Keynes, MK11 3LW

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## 1. Delivery Lead Time and First Confirmation of Order

- We will aim to send you the first confirmation within two working days, provided the order is placed on a working day before 2pm.
- Once your order confirmation has been received, we will aim to deliver within 10 working days from this point for any items in stock. This is subject to change depending on availability, but all changes will be notified by our Customer Services Team in due course.
- We will provide lead time updates fortnightly for our products that have constrained supply or are subject to allocation.

## 2. Order Amendments

Amendments to the requested delivery date must be made within 24 hours after the receipt of the Provisional Delivery Notification.

Amendments to the requested delivery address may add up to three working days to your delivery date, as all amendments to the address require carrier replanning.

## 3. Minimum Order Value

<b>Redland</b> Minimum Order Value	£4,200
<b>Icopal</b> Minimum Order Value	£2,600
Orders less than the above will incur a Supplementary Carriage Charge:	
<b>Supplementary Carriage Charge</b>	£330

Orders to be supplied directly via Third Party Vendors may have their own Minimum Order Values. Where applicable, these will be applied as well as or instead of our own Minimum Order Value.

## 4. Collections Minimum Order Value

Collection Minimum Order Value	£350
Orders for Collection Less than the above will incur a Collection Charge:	
Collection Charge	£100

All collections for products manufactured in the UK must be collected from the manufacturing plant, and all collections must be collected within 10 working days of the product's availability date. Collections not arranged within this time period will be cancelled. Full breakdown of pallet quantities and the manufacturing plant can be seen in Appendix 2 on pages 14-16.

Plant and Product details can be seen in Appendix 2 on pages 14-16.

Any questions regarding this, please contact our Customer Service teams.

All hauliers must call and book a dock time slot a minimum of 24 hours in advance. Failure to book a collection slot may result in the vehicle being turned away or significant delays until the next available slot.

### **When calling to book a time slot, the haulier or their representative must provide the following information:**

- Your Company Name and contact details.
- Our Reference Number:  
(e.g., Sales Order Number, Delivery Note ID, or PO Number).
- Vehicle Details: Vehicle registration number (if known) and type  
(e.g., 40ft artic, rigid, curtain-side).  
\*Please note that collection using personal vehicles e.g. cars, 4x4, pick up trucks, etc.) will be refused
- Expected Time of Arrival (ETA).

### **Collection Procedure Upon Arrival:**

- Corner boards must be provided by the haulier and will not be provided by BMI. Failure to provide corner boards will result in the collection being rejected.
- Report to Gatehouse/Security: All drivers must first report to the main gatehouse or security office upon entering the premises.
- Provide Collection Details: Present the confirmed collection reference and the driver's ID.
- Wait for Instruction: Drivers must wait in the designated parking area until instructed by the Dispatch Team to proceed to a specific loading dock.
- Safety Compliance: Drivers must wear appropriate Personal Protective Equipment (PPE) at all times, including a high-visibility vest and safety footwear. All site speed limits and safety instructions must be followed.

## 5. Specialised Vehicle Charges

Where specialised vehicles are requested by our customer, the following charges will apply. Please note that requests for these vehicle types may increase the lead time for delivery.

Where applicable, multiple charges will be applied.

**For example:** Minimum Order Value + Rigid Vehicle Charge

Vehicle Type	Charge
Rigid Vehicle	£150
Mechanical Off Load (MOL)	£150
Moffat Vehicle	£150
FORS Bronze Vehicle	Price on application
FORS Silver Vehicle	Price on application
FORS Gold Vehicle	Price on application

## 6. Late Notice Cancellation and Turn Away Charges

If an order is cancelled, or delivery date amended, within 48 - 24 hours before the original scheduled delivery date, there will be a Late Notice Cancellation charge, as follows:

Late Notice Cancellation	
<b>Charge at 48hrs</b>	£300
Late Notice Cancellation	
<b>Charge at 24hrs</b>	£400
<b>Turn Away</b>	dependant on
Charge Price	costs incurred

A Turn Away Charge is classified as a cancellation when a vehicle is either en route or already on-site at the time of cancellation.

## 7. Returns, Invoices and Restocking Charges

All invoice queries must be reported within 4 weeks of the delivery date. All POD's must also be requested within the same period of 4 weeks of the delivery date.

Delivery notes must be noted with any visible damage or discrepancies at time of delivery. Responsibility to check the quantities sits with our customers.

Any other damages or discrepancies must be reported within 48 hours of delivery date. All damages must have photographic evidence and have been organised via Customer Services and have a completed Damages Form.

All product returns must be requested within 4 weeks of the delivery date.

Failure to comply with the above may result in your claim or request not being fulfilled.

BMI reserves the right to refuse the return of surplus materials due to incorrect ordering. On occasions where returns are approved the following charges will apply:

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**Within 1 Week of delivery =**

Haulage Charge POA + £35 Charge

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**Within 2 Weeks of delivery =**

Haulage Charge POA + 20% Restocking + £35 Charge

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**Within 3 Weeks of delivery =**

Haulage Charge POA + 30% Restocking + £35 Charge

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**Within 4 Weeks of delivery =**

Haulage Charge POA + 50% Restocking + £35 Charge

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If the cost to collect is greater than the value of the goods, we reserve the right to decline collection.

POA means Price on Application.

Delivery times and dates cannot be guaranteed in line with our Terms and Conditions (see pages 17-21).

## 8. Sales Order Requirements

### Minimum Expected Detail

Please see below the Minimum Expected detail on any received order, **These details are mandatory.**

- Company Name
- Company Contact
- Invoice To Contact
  
- Deliver To Address
- Postcode
- Shipping Instructions & Site Restrictions
- Site Contact & Contact Number
  
- Purchase Order Number
- BMI Quote Number
- Specification Number (If Applicable)
- Pricing Partner (If Applicable)
  
- Ordered Date
- Requested Delivery Date
- Delivery or Collection
- Collection Location (If Applicable)
  
- Product Description, SKU, Colour, Quantity and Unit of Measure
- Price

In order to ensure that we avoid delays when processing the order we must receive the order in one coherent document and it cannot be received in the following formats:

- Handwritten orders
- Orders in the body of emails

To assist you, we can provide a Standard Order Template (next page) that can be completed digitally to ensure we capture the necessary information. To request a copy, please reach out to our Customer Services team.

## Standard Order Template

**Standard Order Template**

Version 1    Updated: 28/01/2025

Company Logo / Letterhead

Invoice To:

Deliver To:

Postcode:

Required field

Optional field

Order Contact:

PO Number:

BMI Quote No:

Specification No. Housebuilder (if applicable)

Order Date:

Requested Delivery Date

Delivery/Collection: Delivery ▼

Collection location: ▼

Shipping Instructions & restrictions:

Max truck size No restriction ▼

Special equipment (please specify): None ▼

BMI SKU	Product Description	Colour	Quantity (in price list unit of measure)	Unit price	Total price
					£ -
					£ -
					£ -

### Order Quantities - Full Load/Max Loading

All orders placed may not exceed the maximum loading capacity for a standard vehicle. Any surplus will need to be on a new order.

The surplus quantity will be subject to associated volume pricing. For more details please contact customer services.

#### Example.

***Plain Tiles order of 29 pallets - should be changed to 24 and 5 pallets.***

These will be delivered on separate vehicles.

All products must be ordered in full pallet quantities across our Redland and Icopal brands, unless otherwise stated in full pallet and full load breakdown.

These quantities are based on standard vehicles and are subject to change if Specialist vehicles are required.

Full breakdown of pallet and full load quantities can be seen in Appendix 2 on pages 14-16.

## Klober Service Charter

### Klober Minimum Order £500

Orders less than the above will incur a Carriage Charge:

Small Order Surcharge	£21*
Split cartons Surcharge	£14.50 (per 4 cartons)

Only available on certain ranges on Collections and Deliveries - please contact Klober for more details.

Lead Time	2-3 days
Next Day Carrier Option	POA
Pallets	48 hours
Cartons	24-48 hours.
Collection	8am-4pm

\*Klober may add additional delivery charges depending on shipping location, this will be communicated by the Klober Team when an order is placed.

### Orders must contain the following information to ensure efficient response times:

- Contact Name,
- Contact number (especially for site deliveries),
- Full address including postcode.
- Delivery instructions must be clear, including opening times, access or unloading requirements.

**Colour matching service for vents is available**, however bespoke or Made To Order can not be returned.

### Returns.

All Must be full cartons and need to be in a resalable condition, as determined by BMI UK&I.

Restocking charges will apply relevant to quantity, collection and condition - please contact Klober for more details.

## Appendix 1: List of Vehicle Types

Photo	Equipment Name	Internal Length (mm)	Internal Width (mm)	Internal Height (mm)	Pallet Spaces UK	Pallet Spaces EU	Volume Cubic Meter	Maximum Pay Load KG
	<b>Curtain 13.6</b>	13420	2490	2600	24	33	90	27000
	<b>Groupage</b>	13420	2490	2600	26	33	90	27000
	<b>Curtain Rigid 7.5t TL</b>	5490	2400	2200	10	-	33	2500
	<b>Curtain 18t TL</b>	8335	2540	2600	16	-	55	9500
	<b>Curtain Rigid 26t TL</b>	9150	2540	2600	18	-	70	15500
	<b>Curtain 13.6 Moffett</b>	13420	2490	2600	24	33	90	24000

## Appendix 2: Products by Plant

**REDLAND**

<b>Product Type</b>	<b>Manufacturing Plant</b>	<b>Tiles Per Pallet</b>	<b>Eaves or Half Tile Per Pallet</b>	<b>Tile &amp; Half or Verge Tile Per Pallet</b>	<b>Full Load pallet quantity</b> <small>*Standard Vehicle Only*</small>
<b>Rosemary Craftsman</b>	Bedworth	720	1120	360	22
<b>Rosemary Classic</b>	Bedworth	840	1120	420	22
<b>Plain</b>	South Cerney	768	960	480	26
<b>Duoplain</b>	Shawell	288	384	288	26
<b>Grovebury</b>	Vandyke	216	80	-	24
<b>50 Double Roman</b>	Vandyke	252	80	-	24
<b>Renown</b>	Vandyke	240	80	-	24
<b>49</b>	Shawell	336	-	-	26
<b>Mini Stonewold</b>	Vandyke / Wigan	216	-	-	24
<b>Mockbond Mini Stonewold</b>	Vandyke / Wigan	216	-	-	24
<b>Cambrian</b>	Rassau	600	-	200	32
<b>HR Ridge</b>	South Cerney	96	-	-	48
<b>UA Ridge</b>	South Cerney	84	-	-	48
<b>TR Hip</b>	South Cerney	144	-	-	24
<b>UA Hip</b>	South Cerney	105	-	-	48
<b>Valley</b>	South Cerney	168	-	-	72
<b>Bonnet</b>	South Cerney	192	-	-	72

## Appendix 2: Products by Plant

## ICOPAL

Product	Product SKU	Amount Per Pallet	Full Pallets Only	Part Pallets (Authorised)
Vapourbar VCL	10001109	25	YES	-
HT 125 Underlay	10001111	30	YES	-
Profiles Vapour Vent XL	10001112	30	-	YES
Profiles XL Sand	10001113	25	-	YES
Profiles Vent XL	10001117	25	-	YES
Power Elastomeric 250 Sand	10001120	25	YES	-
Power Elastomeric 250 Blue/Grey	10001121	30	YES	-
Xtra-Load Alumite	10001126	30	YES	-
Xtra-Load Imperma Tanking	10001132	25	YES	-
Xtra-Load Protection Layer	10001142	25	YES	-
HT 180 Sand	10001144	25	YES	-
3B Glass	10001148	25	YES	-
3G Perforated Base Layer	10001149	30	YES	-
SBS Torch-On Film	10001151	25	YES	-
Total Torch VDL	10001152	25	YES	-
Total Torch VCL	10001153	25	YES	-
Firesmart Wall Cap Sand	10001170	25	YES	-
Visqueen SBS Tanking	10001175	25	YES	-
Pittcourse 106090	10001176	30	YES	-
X-Gard Flexitorch P Green	10001179	25	YES	-
X-Gard Flexitorch S Green	10001182	25	YES	-
X-Gard Flexitorch S Blue/Grey	10001183	25	YES	-
X-Gard Flexitorch S Sand	10001184	25	YES	-
Shed Felt	10001187	25	YES	-



## Appendix 2: Products by Plant

**ICOPAL** continued

Product	Product SKU	Amount Per Pallet	Full Pallets Only	Part Pallets (Authorised)
<b>X-Gard Tradebond Green</b>	10001189	25	YES	-
<b>Trade Green</b>	10001202	25	YES	-
<b>SBS Torch-On Sand</b>	10001205	25	YES	-
<b>X-Gard Flexitorch P Charcoal</b>	10001206	25	YES	-
<b>X-Gard Flexitorch S Charcoal</b>	10001207	25	YES	-
<b>Profiles XL Plus Firesmart Brown</b>	10001210	30	-	YES
<b>Profiles XL Plus Firesmart Charcoal</b>	10001211	30	-	YES
<b>Profiles XL Firesmart Charcoal</b>	10001215	25	-	YES
<b>Profiles XL Charcoal</b>	10001216	25	-	YES
<b>Premium SBS Torch-On Underlay</b>	10001218	25	YES	-
<b>Icopal Torch-On VCL</b>	10001219	30	YES	-
<b>Torchsafe TA Detailing F/Smart Charcoal</b>	10001223	25	-	YES
<b>Torchsafe MA Firesmart Charcoal</b>	10001229	25	-	YES
<b>Firesmart Profiles Solo Charcoal</b>	10001231	25	-	YES
<b>Torchsafe TA Underlay</b>	10001232	25	-	YES
<b>Thermaweld Firesmart Charcoal</b>	10001243	25	-	YES
<b>Thermaweld Charcoal</b>	10001247	25	-	YES
<b>Tecnatorch Firesmart Charcoal</b>	10001251	25	-	YES
<b>Tecnatorch Sand</b>	10001252	25	YES	-
<b>Tecnatorch Blue/Grey</b>	10001253	25	YES	-
<b>Tecnatorch Green</b>	10001254	25	YES	-
<b>Tecnatorch Brown</b>	10001255	25	YES	-
<b>Tenatorch Charcoal</b>	10001256	25	YES	-
<b>Eshaflex 370 Firesmart Charcoal</b>	10001261	25	YES	-

## Appendix 3: Terms & Conditions

### Terms & Conditions of Sale

#### 1.1 Definitions and Interpretation

In these Terms and Conditions the following meanings shall apply:

"BMI" means BMI Group UK Limited (company no. 02472635).

"Customer" means the person or company, their employees or agents seeking to purchase Goods from BMI.

the "Goods" means the goods and/or services to be supplied by BMI to the Customer.

the "Contract" means the Contract for the supply of Goods by BMI to the Customer;

"Service Charter" means BMI's service charter (as amended and updated from time to time) setting out ways in which BMI intends to enhance its service to Customers and containing certain terms that are referred to below and incorporated into these Terms and Conditions

The singular shall include the plural.

#### 1.2 Application of Terms and Conditions

These Terms and Conditions apply to all Contracts for the sale of Goods by BMI to the Customer to the exclusion of all other terms and conditions including any purported modification or variation of these Terms and Conditions and any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or otherwise.

All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Terms and Conditions and shall include the minimum expected detail as set out in the Service Charter. Any typographical or clerical error or omission in any sales literature, communication, documentation (including these Terms and Conditions and the Contract) or information issued by BMI to the Customer shall be subject to correction without any liability on the part of BMI. IF THE CUSTOMER DEALS AS A CONSUMER ANY PROVISION OF THESE TERMS AND CONDITIONS WHICH IS OF NO LEGAL EFFECT AGAINST A CONSUMER DOES NOT APPLY. THE STATUTORY RIGHTS OF A CONSUMER ARE NOT AFFECTED BY THESE TERMS AND CONDITIONS.

#### 1.3 Terms and Conditions

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall only apply if agreed in writing by an authorised officer of BMI.

#### 1.4 Price and Payment

The Goods are offered for sale at current prices which the Customer accepts are subject to change as set out in this clause 1.4. Unless otherwise stated all prices quoted are exclusive of VAT. Quotations are based on prices applicable to the quantity specified. In the event of orders being placed for lesser quantities BMI shall be entitled to adjust the price of Goods as ordered to take account of the variation of quantity. The price shall be subject to variation by BMI in the event of an increase after BMI's acceptance of an order due to any cause beyond the control of BMI and/or where BMI's current prices are increased. In such event the price shall be that in force at the date of dispatch of the Goods. Any increase of duties, public dues, freight or insurance which occur or come into force after BMI's acceptance of any order shall be for the Customer's account. Our haulage rates shall apply, as amended from time to time and subject to our minimum order value and specialist vehicle charges as set out in the Service Charter. Payment of the price and VAT shall be due on or before the 30th day of the month following the month of invoice. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 3% above National Westminster Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment. BMI shall further have the right to use the provisions under the Late Payment of Commercial Debts (Interest) Act 1998. The Customer shall not be entitled to withhold payment of any amount payable to BMI by reason of any dispute or claim by the Customer and in the case of any under delivery or delivery of damaged goods shall remain liable to pay the full invoice price of all goods delivered or available for delivery. The Customer shall have no right of set off, statutory or otherwise under these Terms and Conditions in relation to this Contract and/or relating to any other company in the Customer's corporate group. BMI reserves the right at any time at its discretion to demand security for payment before beginning or continuing to deliver goods in satisfaction of any order notwithstanding any subsisting agreement to provide credit to the Customer. The Customer shall reimburse to BMI the entire cost of presenting any cheque or other instrument delivered to it in payment of any sum due by the Customer. Any failure by the Customer to pay cleared funds by or on the due date will represent a breach of contract entitling BMI to suspend or terminate and/or to claim damages and any forbearance by BMI shall not constitute a waiver of its right to rescind in respect of any subsequent failures to pay on the relevant



due date. Any agreed discounts, deductions or rebates shall only be available if the price is paid by the due date. The price of the Goods includes the price of any pallets supplied. If applicable, a credit will be given when pallets are returned within a reasonable time in a clean and undamaged condition in accordance with BMI's Pallet Recovery Policy, a copy of which is available on request.

### 1.5 Sample Goods

In no circumstances will BMI sell its Goods by sample. The supply of sample Goods to the Customer or prospective Customers is not intended to provide them with a contractual specification of the Goods or to constitute a sale or offer of sale by sample. Accordingly, the Customer gives no representations or warranties that Goods will match or be similar to any samples provided to the Customer.

### 1.6 Delivery of Goods

Delivery shall be deemed to have been effected when the Goods leave the premises of BMI or its agent or (five) 5 working days after delivery or collection is offered to the Customer. BMI shall arrange for haulage of the Goods to the Customer's address or (duly) nominated place of delivery. The costs of haulage and any insurance which the Customer reasonably directs BMI to incur shall be reimbursed by the Customer and shall be due on the date for payment of the price. The carrier shall be deemed to be the Customer's agent. The Customer must provide the necessary labour and be responsible for unloading or, as the case may be on collection, loading the Goods. If the Customer fails to take or make arrangements to accept delivery or collect the Goods or, if BMI are unable to deliver because of inadequate access or instructions, delivery shall be deemed to have been effected and BMI may do any one or more of the following (without prejudice to any other right or remedy BMI may have): Apply late notice cancellation charges/turn away charges as set out in the Service Charter make additional charges for failed delivery; store the Goods at the Customer's risk and cost; invoice the Customer for the Goods; terminate the Contract without liability on BMI's part; and/or recover from the Customer all costs and losses incurred by BMI. Delivery dates are given in good faith but are estimates only. Time for delivery shall not be of the essence of the Contract.

BMI shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt any

liability to any third party) resulting from any delay by BMI in delivery of the Goods or failure to deliver the Goods in a reasonable time whether such delay or failure is caused by BMI's negligence or otherwise. If BMI fails to deliver the Goods, BMI's entire liability shall be limited to the price of the Goods. Unless otherwise stated all quotations assume delivery in full loads. BMI shall deliver the Goods as near as possible to the delivery address as a safe hard road permits. BMI reserves the right to refuse to deliver the Goods to premises considered in the discretion of the driver to be unsuitable. One of the Customer's duly authorised representatives shall sign BMI's delivery note (or otherwise confirm receipt of the delivery in a manner acceptable to BMI) on the occasion of each delivery. In the absence of the Customer's duly authorised representative the driver shall be deemed to be the Customer's representative for this purpose and will sign the delivery note. If Goods are to be deposited other than on the Customer's private premises the Customer shall be responsible for compliance with all applicable regulations and guidance and for all steps which need to be taken for the protection at all times of persons or property and shall indemnify BMI in respect of all losses, damages, costs and expenses incurred by BMI as a result of such delivery, whether on the public highway or elsewhere. Save where otherwise agreed, the unloading of the Goods on delivery from any vehicle is the responsibility of the Customer who shall unload without undue delay. Where it is agreed that BMI will unload, the Customer shall indemnify BMI in respect of all losses, damages, costs and expenses incurred as a result of loading, unloading or delivery in accordance with the Customer's instructions. This indemnity will be reduced in proportion to the extent that such losses, damages, costs or expenses are due to BMI's negligence. If the Goods are collected from BMI's premises, the Customer's employees, agents and sub-contractors shall obey the site rules relating to and the instructions of BMI's authorised representatives at those premises. Notwithstanding that BMI may have delayed or failed to deliver the Goods (or any of them) on the estimated delivery date, the Customer shall, provided that delivery shall be tendered at any time within 30 days of the delivery date, be bound to accept delivery and to pay for the Goods in full. Where forwarding instructions are required from the Customer and BMI has given notice that the Goods are ready for dispatch, the Customer shall give such instructions in reasonable time and shall also require delivery within 30 days from the date of BMI's notice and if BMI does not receive such forwarding instructions it shall (without affecting the obligation



to sell and deliver goods equivalent to the Goods if readily available) be at liberty to dispose of the Goods that are the subject of the notice of readiness as it thinks fit.

Deviations in quantity of the Goods delivered (representing not more than 5% by value) from that stated in the Contract shall not give the Customer any right to reject the Goods or to claim damages and the Customer shall be obliged to accept and pay at the agreed rate for the quantity of the Goods delivered.

Prices only cover delivery and working on normal working days and during normal working hours. All deliveries made or work done at the Customer's request on Bank Holidays, weekends and outside working hours shall be subject to extra charges, any such additional charges to be notified by BMI to the Customer upon receipt of the relevant order.

### **1.7 Accuracy of Description of Goods**

All descriptions, specifications, drawings and particulars of weights and dimensions submitted by BMI or otherwise contained in BMI's price lists, technical literature, or other published matter are approximate only and none of these shall form part of any Contract or give rise to any independent or actual liability upon BMI, being intended merely to present a general idea of the Goods as described therein.

### **1.8 Quality and Liability**

All terms, conditions and warranties, representations, promises, advice or recommendations, whether implied or stated expressly by BMI, or its employees or agents, or otherwise (other than those express warranties, if any, set out in the current edition of BMI's specification) relating to the Goods, including to the quality and/or fitness for purpose of the Goods or any of the Goods, are excluded to the fullest extent legally permissible. BMI may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements and/or which do not materially affect the quality or fitness for purpose of the Goods.

All warranties and conditions implied by statute or otherwise are excluded from these Terms and Conditions provided that nothing in these Terms and Conditions shall (i) restrict or exclude liability for death or personal injury caused by the negligence of BMI and/or (ii) purport to limit any liability that cannot legally be limited and/or (iii) affect the statutory rights of a Customer dealing as a consumer. BMI shall not be liable for any losses, costs, damages or expenses including, without limitation loss of profits, loss of sales or business, loss of

contracts, loss of anticipated savings, loss of or damage to goodwill, damage to property of the Customer or any third party or any consequential loss or indirect loss suffered by the Customer or any customer of or purchaser from the Customer as to which the Customer shall hold BMI fully and effectively indemnified whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from BMI's negligence).

In the event of any breach of the Contract and/or these Terms and Conditions by BMI the remedies of the Customer shall be limited to damages. Subject to the immediately preceding paragraph of this paragraph 1.8 under no circumstances shall the liability of BMI exceed the price of the Goods to which the Contract applies.

### **1.9 Health and Safety at Work**

BMI gives notice to the Customer that information and product literature is available concerning conditions necessary to ensure that the Goods supplied will be safe and without risk to health when used, handled, processed, stored or transported by a person at work. The Customer should immediately contact BMI if it is not in possession of such information or literature.

BMI also gives notice to the Customer if Goods are sold in containers which will have any necessary hazard information as part of the container identification label. The Customer undertakes to comply with any stated conditions for the prevention of Health & Safety Hazards.

### **1.10 Time Limitation**

The Customer shall inspect the Goods on delivery or collection as the case may be and shall, within 3 days of the Goods arrival at the Customer's premises or when the Customer has had first sight of the Goods (whichever is the earlier), notify BMI of any alleged defect, shortage in quantity or damage. The Customer shall afford BMI an opportunity to inspect the Goods if BMI thinks it necessary to do so within a reasonable time following delivery and before any use is made of them. If the Customer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the Contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Customer shall be deemed to have accepted the Goods.

The Customer shall notify BMI of any non-delivery within 2 days of the date of dispatch (as stated on the invoice).



Notwithstanding the receipt by BMI of any such notice, a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the quantity of cartons, pallets or other packaging indicated on the advice sheet. If the Goods are not in accordance with the Contract for any reason the Customer's sole remedy shall be limited to BMI making good any shortage by replacing such Goods or, if BMI shall elect, by refunding a proportionate part of the price.

### **1.11 Risk and Retention of Title**

Risk in the Goods shall pass from BMI to the Customer when the goods are delivered. Notwithstanding delivery having been made, title in the Goods shall not pass from BMI until the Customer shall have paid the price plus VAT in full and no other sums whatever shall be due from the Customer to BMI. Until title in the Goods passes to the Customer, the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for BMI.

The Customer shall (i) store the Goods (at no cost to BMI and in an appropriate environment taking into account the nature of the Goods) separately from all other goods in its possession and marked in such a way that they are clearly identified as BMI's property, (ii) not remove, deface or obscure any identifying batch mark, label or packaging on or relating to the Goods and (iii) notify BMI immediately if it becomes subject to any of the events listed in paragraph 1.12. Notwithstanding that the Goods (or any of them) remain the property of BMI the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value (and not, for the avoidance of doubt, at a discount) for the account of BMI.

Any such sale or dealing shall be a sale or use of BMI's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings in which event title to the Goods shall pass from BMI to the Customer immediately before the time at which resale by the Customer occurs. Until such time as title in the Goods passes from BMI, the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold or been irrevocably incorporated into another product. If the Customer fails to do so BMI may enter upon any premises owned occupied or controlled by the Customer or any third party where the Goods are situated and repossess the Goods (or any other goods previously supplied by BMI to the Customer in accordance with these Terms and Conditions). On the making of such request any rights the Customer may have shall cease.

The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of BMI. Without prejudice to the other rights of BMI, if the Customer does so all sums whatever owing by the Customer to BMI shall forthwith become due and payable. The Customer shall insure and keep insured the Goods to the full price against 'all risks' to the reasonable satisfaction of BMI until the date that title in the Goods passes from BMI, and shall whenever requested by BMI produce a copy of the policy of insurance. Without prejudice to the other rights of BMI, if the Customer fails to insure the Goods and/or produce a copy of the policy all sums whatever owing by the Customer to BMI shall forthwith become due and payable.

### **1.12 Insolvency**

This paragraph applies if the Customer (i) fails to make payment for the Goods in accordance with these Terms and Conditions or (ii) commits any other breach of the Contract or (iii) if any distress or execution shall be levied upon any of the Customer's goods or (iv) if the Customer offers to make any arrangement with its creditors or (v) if any petition in bankruptcy is presented against the Customer or (vi) the Customer is unable to pay its debts as they fall due or (vii) if being a limited company any resolution or petition to wind up the Customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrative receiver or manager shall be appointed over the whole or any part of the Customer's business or assets or if any petition for the appointment of an administrator is presented against the Customer or if the Customer shall suffer any analogous proceedings under foreign law. If this paragraph applies all sums outstanding in respect of the Goods shall become payable to BMI immediately.

BMI may in its absolute discretion and without prejudice to any other rights which it may have immediately and without notice (i) suspend all future deliveries of Goods to the Customer and/ or (ii) terminate the Contract without liability upon its part and/ or (iii) exercise any of its rights pursuant to paragraph 1.12.

### **1.13 Cancellation, Charges and Restocking**

BMI may cancel a Contract at any time before the Goods are delivered by giving written notice. On giving such notice BMI shall promptly repay to the Customer any sums paid in respect of the Price. BMI shall not be liable for any loss or damage whatever arising from such cancellation. Cancellation of the whole or any part of any order by the Customer shall be



subject to late notice cancellation charges/turn away charges as set out in the Service Charter and save that any Goods made or supplied to order shall be made and/or supplied on a 'take or pay' basis and any cancellation shall be on terms which include an indemnity in favour of BMI against any losses, costs, damages and expenses incurred (howsoever arising and including loss of profit).

Where the Goods are returned by the Customer without BMI's consent other than under the provisions of these Terms and Conditions they will not be accepted for credit. BMI reserves the right to refuse the return of materials ordered incorrectly by the Customer and in the event that BMI agrees to accept orders to be returned the restocking charges set out in the Service Charter shall apply.

#### **1.14 Intellectual Property**

Unless otherwise agreed in writing by an authorized officer of BMI all goods sold in retail packaging may be resold by the Customer only in the packaging supplied by BMI and in no case may any trade mark other than those applied by BMI be marked on or applied in relation to the Goods. No right or licence is granted under the Contract to the Customer under any patent, trade mark, copyright, registered design or other intellectual property right except the right to use or resell the Goods. The specifications and designs of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of BMI. Where any designs or specifications have been supplied by the Customer for manufacture by or to the order of BMI then the Customer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party and shall indemnify BMI in respect of without limitation any claims, losses, costs or damages howsoever incurred by BMI as a result of any breach of such warranty.

#### **1.15 Force Majeure**

BMI shall not be liable for any delay in performing or failure to perform any of its obligations under this agreement caused by events beyond its reasonable control (which shall include industrial action by its employees) ('Force Majeure Event'). BMI shall promptly notify the Customer in writing of any Force Majeure Event including the reasons for the delay or stoppage (and the likely duration) and shall take all reasonable steps to overcome the delay or stoppage. Where it is subject to a Force Majeure Event BMI shall have its performance under this Agreement suspended for the period that the Force

Majeure Event continues and will have an extension of time for performance which is reasonable and in any event equal to the period of delay or stoppage. Any costs arising from the delay or stoppage will be borne by the party incurring those costs.

#### **1.16 Assignment**

The Customer shall not assign, transfer, purport to assign or transfer any Contract to which these Terms and Conditions apply or the benefit thereof or any part of it to any other person whatsoever unless agreed in advance in writing by an authorised officer of BMI. Any purported assignment or transfer not approved in writing in advance by BMI shall be ineffective and BMI shall have the immediate right to terminate the Contract. BMI shall have the right to assign or transfer its rights under the Contract at any time.

#### **1.17 Notices**

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the other party at its address as detailed herein or such other address as the relevant party may from time to time notify to the other party in writing and shall be deemed to have been served and sent by post 48 hours after posting.

#### **1.18 Third Parties**

For the avoidance of doubt, nothing contained in these Terms and Conditions shall confer on any third party any benefit or the right to enforce these Terms and Conditions except where otherwise agreed in writing by an authorised officer of BMI.

#### **1.19 Governing Law**

These Terms and Conditions are subject to the law of England and Wales. All disputes shall be subject to the non-exclusive jurisdiction of the courts of England and Wales. Nothing in this paragraph shall prevent BMI from commencing proceedings against the Customer in any other court of competent jurisdiction nor shall the commencement of proceedings in one or more jurisdiction preclude the commencement of proceedings in any other jurisdiction, whether concurrently or not.

Date of issue - December 2025

**BMI Group UK Ltd**

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