

## CONDITIONS OF SALE

### 1 GENERAL

- (i) Every offer, quotation and contract for the sale or supply of goods by the company is made subject to these conditions. Any alternative conditions by the purchaser are hereby excluded.
- (ii) The company will not accept any claim for consequential loss of any kind however caused.
- (iii) No claim will be entertained by the company if made:  
Where the materials have been incorporated, whether by or on behalf of the purchaser, or by anyone else into other goods.
- (iv) The company's liability for any failure to supply or any defects or want to quality in the goods supplied hereunder shall not exceed an amount equivalent to the price payable to the company in respect thereof save in the case of death or personal injury where the company is shown to have failed to exercise care in the supply of goods.

### 2 QUOTATIONS AND SAMPLING

- (i) Unless otherwise stated our quotations are based on current cost of material and transport and any variation between quotation and supply shall be the subject of a price adjustment
- (iii) Quotations may be withdrawn by the company at any time and if not shall lapse 30 days from their date.
- (iv) Any sample supplied to the customer is only to give a general indication of the quality colour and/ or type thereof and shall not constitute any subsequent sale, a sale by sample.

### 3 ORDERS

- (i) No order for goods will be considered binding until officially acknowledged by the company in writing.
- (ii) The purchaser shall not be entitled to cancel the contract unless the company has agreed in writing to such cancellation.
- (iii) Any modification and/or variation to a contract to be effective must be confirmed in writing to the purchaser.

### 4 DELIVERY

- (i) Delivery dates are given as accurately as possible but while every reasonable effort will be made to comply with such dates compliance is not guaranteed and the customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery date stated.
- (ii) Where the price includes delivery to site - delivery will be at the nearest point via and on a hard road suitable for heavy vehicles. The customer will be responsible for ensuring that delivery is effected promptly and with out cost to the company. If a vehicle used for performing our contract with any customer delivers a load to a place situated off a public road the customer is to be solely responsible for any accident or damage resulting in consequence.
- (iii) We allow one hour for off loading vehicles. If a vehicle is detained in excess of this time we reserve the right to make additional charges.
- (iv) Our prices only cover delivery on normal working days during working hours. Any delivery made at the purchasers request on a public holiday, weekends and outside working hours will be subject to additional charge.
- (v) Claims for damage in transit must be notified to the company within 24hrs. of the receipt of goods with copies of any supporting documentary evidence.
- (vi) Goods correctly supplied against customers may be returned.
- (vii) The date of delivery shall dependent in every case on the customers compliance with the terms of payment.
- (viii) If the purchaser fails to accept delivery of goods within 14 days of notification that they are ready for dispatch we reserve the right to invoice the goods to the purchaser and charge him therefore, additionally the purchaser shall then pay reasonable storage charge until the goods are either dispatched to the purchaser or disposed of elsewhere.

### 5 PAYMENT

- (i) Payment is due on the 28th day of the month following the month of delivery. If this condition is not complied with the company reserves the right to suspend or terminate future deliveries to be made under any contracts of sale of any goods subsisting between the company and the purchaser or to require payment in advance in advance pro forma invoice.
- (ii) The company reserve the right to grant, refuse, restrict or cancel credit terms at their sole discretion.
- (iii) In the event of non payment of any account as and when it falls due whether such payment relates to the order referred to on the reverse side of this document or any other contract entered into by the purchaser the entire balances outstanding upon the purchasers various accounts with the (including accounts due for goods supplied but not yet invoiced ) will become immediately due and payable, we reserve the right to charge interest on any overdue balances at a rate of 5% above the Barclay Bank rate prevailing at that time .
- (iv) No dispute arising under the contract nor delays shall interfere with prompt payment by the customer the customer may not set up against the company any breach of warranty or condition (express or implied ) in diminution or extinction of the price and section 53(1)(a) of the sale of goods act 1979 is hereby excluded .
- (v) Title and ownership of goods shall not pass the purchaser until payment has been relieved in full ( and all cheques cleared ) for all goods supplied to the purchaser whether under this invoice or otherwise Goods supplied by the company until payment has been so made shall remain the ownership of the company Title. and ownership I not pass upon delivery
- (vi) In the event of the customer closing down, liquidation bankruptcy or non payment for any reason etc. the customer agrees to provide o the Company good the full value of any outstanding debt. (This amount to also include an agreed amount in Addition to compensate all haulage costs etc. incurred )  
Conditions of Carriage subject to R.H.A. 1967.

### 6 WARRANTY

- (i) The purchaser must accept full responsibility for the suitability of the goods for the purpose to which they are put. No warranty of any kind is given with the goods, nor is any warranty of condition statutory or otherwise to be implied that the goods correspond with any sample submitted by or conform to any tests carried out by us. No claim purchaser on any ground other than alleged defective workmanship or materials will be considered but in the event of a purchaser giving written notice to our head office within 7 days of receipt the goods opinion goods are defective in workmanship or material we are prepared to make an allowance in respect of such goods, such allowances not to exceed the price of the goods found to be defective
- (ii) Whilst every effort will be made to avoid variations of shades and sizes in goods delivered we neither guarantee nor warrant that such variations will not occur, or that they will conform to sample, either in quality or colour.
- (iii) All materials are sold as being within the relevant standard for manufacture, for the product quoted.