

Terms & Conditions of Sale

(Hereafter referred to as 'The Contract')



1. General

- 1.1 Unless agreed by the Company in writing, no condition or warranty inconsistent with the Contract shall apply
- 1.2 No waiver alteration or addition of or to the Contract shall be valid unless made in writing by the Company and these conditions shall prevail in the event of their conflicting with the Terms and Conditions of any order or other document submitted by the Customer or any other document forming part of the Contract.

2. Acceptance

The Company's estimates and quotations are without engagement and all orders require the Customer's acceptance in writing in order to create a contract but whole or partial execution by the Customer of an order shall be deemed to be acceptance by the Customer of the order on the terms of this Contract

3. Prices

- 3.1 Unless otherwise specified by the Company in writing the Company reserves the right to make additional charges over and above quote prices for the delivered goods when the delivery is made outside normal trading hours or when the Company's delivery vehicle is delayed at the point of delivery for a period of time in excess of the time that the Company allocates for the delivery of such goods
- 3.2 Quoted prices are subject to increase by the Company to cover variation in cost to the Company of materials and services purchased by the Company where variations in such cost arise between the date of quotation and the date of completion of the Contract.

4. Payment

- 4.1 Unless otherwise specified by the Company terms of payment for monthly account customers are **strictly nett 30 days** after the end of the month following date of invoice.
- 4.2 Payment by the Customer is a condition precedent to performance of the Company's obligations under the Contract and time of payment is of the essence of the Contract. All payments shall be sent the Company's Head Office at Radfords Field Maesbury Road, Oswestry, SY10 8RA unless otherwise requested by the Company and in a manner stipulated by the Company.
- 4.3 The Company reserves the right to charge Interest at a monthly rate of 2 per cent on all overdue accounts from date of delivery until payment and overdue invoices are subject to late interest and/or administration charges.
- 4.4 The Company reserves a general lien on all Customer's goods and monies in the Company's custody or control from time to time in respect of all amounts due or accruing due to the Company by the Customer either in respect of such goods or on general account.
- 4.5 In the event that any of the terms stated above are exceeded the whole of the account will fall due to payment within 7 days of any demand.

5. Force Majeure

- 5.1 Subject to 5.2 and 5.3 below and without prejudice to its rights in the event of a breach of Contract by the Customer, the Company reserves the right (without liability to the Customer for loss or damage arising there from) at the Company's option by written notice to the Customer to suspend performance of the Company's obligations under the Contract and/or to cancel unfulfilled parts of the Contract in the whole or in part if by any reason of act God, war, riot, civil disturbance, industrial dispute, restrictions of supplies, government control, accident or any other circumstance which the Company cannot by reasonable and bona fide endeavours avoid the Company is prevented from or delayed in performing its obligations under the Contract in whole or in part.
- 5.2 If the Company exercises its right to suspend performance of the Contract or cancel part only of an unfulfilled part of the Contract the Customer may itself (by written notice to the Company given within seven days of the Company's notice or suspension or partial cancellation) cancel or unfulfilled part of the suspension or partially cancelled Contract conditionally on payment by the Customer of the Company's fair charges and the Company's and the Company's expenses in respect of the Contract (but limited to the Contract price adjusted if appropriate as provided by the Contract) to the extent to which such Contract shall have been fulfilled and such expense shall have been committed or incurred by the Company in part performance of the Contract prior to cancellation by the Customer.
- 5.3 The Customer's liability in the event of suspension of performance and/or cancellation of the Contract in whole or in part shall be limited to repayment to the Customer (without interest) of any part of the Contract price or charge already received by the Company and attributable to any unfulfilled and cancelled part of the Contract less any expenses committed or incurred by the Company in part performance of the Contract prior to cancellation.

6. Delivery

- 6.1 Delivery dates and times are approximate only and without appointment but the Company will endeavour to meet Customer's requirements.
- 6.2 Time shall not (except in respect of payment to the Company) be of the essence of any Contract nor shall the Company be under any liability for delay or for the consequences of delay in delivery or other performance of its obligations under any Contract (whether such delay arises out of negligence on the part of the Company or its employees, sub-contractors or agents or otherwise) unless otherwise agreed by the Company in writing in which case the Company's liability shall be limited to such liquidated damages (if any) as may have been specifically agreed at prior to formation of the Contract.
- 6.3 Each delivery part delivery and part performance shall be deemed to represent a separate Contract and failure of any delivery, part delivery or part performance shall not vitiate any Contract in respect of any other delivery, part delivery or part performance.
- 6.4 The Company does not supply goods on approval and goods are not returnable except by the written agreement with the Company.
- 6.5 Where the Contract provides for delivery of goods, the delivery is to be made to locations where the Company's delivery vehicle is not required to leave the public highway. If delivery is required to a location off the public highway the Company delivery vehicle is under sole direction of the Customer during the whole of the time that it is away from the public highway. The Customer will be solely responsible for any damage suffered by or costs incurred by the Company as a result of the vehicle being directed off the public highway. The Customer will also be responsible for any damage to his own property or any third party property as a result of the vehicle being directed off the public highway.

7. Title

- 7.1 Title to each item of goods sold or agreed to be sold shall remain vested in the Company until the full purchase price and all additional charges relating to that item and all and any other monies for the time being owing by the Customer to the Company shall have been paid in full to the Company and pending such payment, all such items of goods held by the Customer (and all products into which such items come to be converted or incorporated) and their proceeds of sale shall be and remain the property of the Company and shall be held by the Customer as trustee for the Company but with the liberty for the Customer to sell or otherwise dispose of such items bona fide for full value in the normal course of the Customer's trading.
- 7.2 All and any sale and other disposal proceeds received by or on behalf of the Customer in the respect of any item of goods in which is reserved to the Company or which is otherwise property of the Company shall be received by or on behalf of the Customer as trust monies for the Company's accountant and shall be promptly remitted to the Company.

8. Risk

- 8.1 Nevertheless that under condition 7 above 'Title' to any item of goods sold or agreed to be sold may have remained vested in the Company. The risk of any loss, deterioration of or damage to any goods appropriated to the Contract shall be borne by the Customer from the moment of appropriation except in circumstances and to the extent to which (if at all) the Company has the benefit of insurance for such risk in which event the Customer shall (subject to condition 4.4 above) be entitled to the proceeds of such insurance to the extent of the loss, deterioration or damage suffered by such goods less the cost of the insurance cover.

9. Limit of Liability

- 9.1 In the event of any claim against the seller in respect of any matter whatsoever the seller's liability (if any) shall be limited to the replacement of the goods sold in respect of which the liability arises. Under no circumstances whatsoever shall the seller be liable for any consequential loss, damage, any personal injury, statutory or otherwise are hereby excluded save where such exclusions are invalidated by statute. No claim by the buyer shall be accepted as a reason for cancellation of the remainder of the order.

10. Specifications Provided By Buyer

- 10.1 The buyer shall indemnify the sellers against any and all liability arising through execution by the seller of any order placed by a buy in accordance with the buyers specifications where such executions infringes any patent, trade mark or registered design not owned by the buyer or seller.