

## **STANDARD CONDITION OF SALE CONTRACT**

**1. GENERAL** – These conditions form the sole conditions applicable to any contract entered into by us and no warranty, conditions, or description of representation inconsistent with these conditions is given or implied from anything stated or written prior to the conclusion of any contract that may arise as a result of our quotation. Any conditions of sale or purchase conflicting with these conditions shall not apply to the goods sold and these conditions shall prevail and any acceptance by you of the goods from us implies acceptance of these conditions.

**2. PRICE FLUCTUATION** – The price and terms of our quotation are based on conditions ruling at the date thereof and are subject to alteration at any time. Your acceptance of our quotation or of any part deliveries against it does not bind us to execute the whole or any part of your order, but we reserve the right to execute deliveries ordered at the current ruling prices at the date of delivery.

**3. DEFECTS** – All goods sold to us shall carry the same guarantee as is given to us by the manufacturers or suppliers thereof and we shall be under no other liability whatsoever.

**4. FAILURE TO SUPPLY** – We can accept no responsibility for failure to supply or for delay in supplying any materials or goods which may be due directly to any act of God or 'force majeure' or any war in which Her Majesty is engaged, invasion, riot, civil commotion, military or usurped power, any legislation, Government Order, regulation of direction, any strike or lockout, any fire, accident, breakdown of machinery, any shortages of labour, equipment or spare parts, affecting the production or transit of such materials or goods or any other cause or circumstances beyond our control, or any abnormal conditions arising from any of the foregoing causes.

**5. DELIVERY** – We do not undertake to deliver or collect any goods over the roads or other ground we consider being unsuitable. If a vehicle used for performing our contract for the delivery or collection of any goods has to utilise such roads or other ground we consider to be unsuitable then the customer will be solely responsible for any accident, injury, loss or damage to the said goods, the said vehicle, our employees, or otherwise resulting in consequence. The customer is to provide free of charge the labour required for unloading and stacking.

**6. CANCELLATION** – Contracts and orders may not be cancelled by customers unless our written permission is obtained and then only on terms which will indemnify us against loss. Goods made to special order cannot be cancelled.

### **7. TERMS OF PAYMENT** –

**7.1** – Notwithstanding delivery the property in the goods shall remain in seller until buyer has paid in full for them. If such payment is overdue in whole or in part, seller may (without prejudice to any of his other rights) recover or resell the goods or any of them and may enter upon buyers premises for that purpose. If any of the goods are incorporated in other goods before such payment, the property in the whole of such other goods shall remain with seller until such payment is made.

**7.2** – Payment shall be made in full by the end of the calendar month following that in which the goods were dispatched, failing which: **(1)** The buyers right to discount (if any) shall be forfeited and the buyer shall pay interest on the amount outstanding at the rate provided for under Late Payment Legislation prevailing at the time and **(2)** The company shall be entitled to withdraw credit facilities at any time, to suspend further deliveries under this or any other contract with the Buyer, and if such payments shall remain in arrears more than 7 days after written demand shall be made, therefore the company shall have the right to sell to third parties the outstanding balance hereunder or under any contract and in any case without prejudice to any claim by the company against the buyer for repudiation of contract or otherwise.

**7.3** – If you have no ledger account with us, please forward trade references or cash with order. Unless the sale is for cash or upon shorter credit accounts are due for payment on or before the last day of the month following the date of delivery. In the event of non payment on any account when due, the price of the other goods already delivered shall immediately become due and payable without regard to credit terms previously agreed and we reserve the right to stop any other further deliveries and cancel any contract for all or any part of deliveries not made but without prejudice to other right already accrued any such contracts.

**8. GOODS DELIVERED BY INSTALLMENTS** – Where goods are delivered by installments, each delivery shall be deemed to constitute a separate enforceable contract.

### **9. TITLE AND RISK** –

**9.1** Risk in the Goods shall pass to You when the Goods are delivered.

**9.2** The property in the goods shall remain with Us until You pay all sums due to Us whether in respect of this contract or otherwise.

**9.3** Until title passes:-

9.31 You shall hold the Goods as our fiduciary agent and bailee.

9.32 The goods shall be stored separately from any other goods and You shall not interfere with any identification marks, labels, batch numbers or serial numbers on the Goods.

9.33 We agree that You may use or agree to sell the Goods as principal and not as our agents in the ordinary course of your business subject to the express condition that at our direction the entire proceeds of any sale or insurance proceeds received in respect of the Goods are held in trust for Us and not mixed with any other monies or paid into an overdrawn bank account and shall at all times be identifiable as our money.

9.4 We shall be entitled at any time to recover any or all of the Goods in your possession to which We have title and for that purpose We, our employees or agents may, with such transport as is necessary, enter upon any premises occupied by You or to which You have access and where the Goods may be or are believed to be situated.

**10. DISTRIBUTORS** – Being distributors of materials only, we cannot agree to be nominated as sub-contractors.

**11.PART ORDERS** – In the event of the whole order not being placed with us, we reserve the right to revise our prices.

**12.SALES EX-STOCK** – Goods ex-stock are offered subject to prior sale. Samples submitted with our estimates are from stock at the time of quotation, but materials delivered may show slight variation in substance, performance, colour or dimension and no claim will be accepted in respect of variations, but in proper case will assign to the Buyer, the right (if any) for the Buyer to call upon the maker to supply in accordance with the sample. No responsibility is accepted by us for the crazing of glazed bricks and tiles and no claims in respect of variation of colour matching can be entered.

**13.INVOICE QUERIES** – Any disputes concerning goods supplied must be made in writing within 7 days of receipt of goods.

**14.BULKBAGS & PALLETS** – Credit notes will only be issued for chargeable bulkbags and pallets provided they are returned within an 8 week period of supply, are in a condition deemed by Us suitable for reuse and only if the original supply note number is quoted.

**15.SET-OFFS & COUNTER CLAIMS** – The Buyer shall not be entitled to withhold payment of any amount payable under the contract to the company because of any disputed claim of the Buyer in respect of faulty goods or any other alleged breach of the contract, nor shall the Buyer be entitled to set off against any amounts payable under the contract to the company and monies which are not then presently payable by the company or for which the Company disputes liability.

**16.CREDIT INSURANCE** – Should trade protection insurance cover be removed or reduced by our insurance providers we reserve the right to modify our credit limits with immediate effect without penalty from the purchaser. We will, however, confirm such circumstances directly to account holder concerned.

(01/03/2011)