

CONDITIONS OF SALE

- Basis of sale**

These Conditions apply to all contracts for the sale of Goods entered into by the Supplier to the exclusion of all others including, but not limited to, any terms and conditions appearing on the Customer's purchase order. Each Order by the Customer from the Supplier shall be deemed to be an offer by the Customer to buy the Goods subject to these Conditions. Each agreement is a separate legal contract and each party acknowledges that by entering into the Agreement it forms the entire basis of the relationship between them.

All Orders are subject to acceptance at the Supplier's absolute discretion and are not binding upon the Supplier until accepted by the Supplier. The Customer may not cancel or vary any Order which the Supplier has accepted orally or in writing except in accordance with clause 8.
- Orders**

Where possible, catalogue numbers should be quoted on all Orders. Orders given to the Supplier by telephone should also be confirmed in writing by the Customer the same day and clearly marked "confirmation". If the Customer does not confirm the quantity of the Goods in writing the Supplier will not be responsible for any mistakes or omissions in the Order.
- Quotation**

A Quotation given by the Supplier is not an offer to supply the quoted-for goods, either at all or at a particular price. The Supplier may withdraw or amend any Quotation at any time prior to acceptance of an Order in respect of that Quotation. Unless otherwise stated, a Quotation for Customers is for full vehicle loads.

Any estimate of quantities needed or advice as to the suitability of any Goods for any particular purpose given by the Supplier's employees or agents is merely an estimate and the Supplier will not be liable for this advice.
- Price and Payment**

The Price is exclusive of VAT and any other applicable taxes, duties and charges, all of which must be paid by the Customer in addition to the Price.

The Supplier reserves the right to alter its price list as it thinks fit. In particular the price list may be revised to take account of increases in costs, including but not limited to, costs of any goods, materials, labour or overheads. Any such change shall apply to all Orders placed by the Customer after the date of change.

The Supplier reserves the right, unless agreed in writing with the Customer to the contrary, to charge the Customer the cost of insurance, packaging and transportation of the Goods to the Delivery Address. The Supplier will, on occasion, charge for returnable packaging, as agreed with the Customer. In these circumstances this charge will be credited back to the Customer if the packaging is returned in good working order within one month of the Delivery Date. If there is a dispute as to the condition of any packaging returned, the Supplier's decision shall be final and should there be any repairs to the packaging required to render them suitable for re-use, the Supplier will charge the Customer for such costs.

The Price will be paid in cash with the Order, or on delivery at the Supplier's discretion, without set off or deduction.

If Goods are supplied on a Credit Account, the Price shall be payable not later than the last day of the month following the month of delivery of the Goods. Any unreasonable delay in payment shall entitle the Supplier to be able to cancel the Agreement.

If the Customer fails to pay any amount in full when it is due, the Supplier may suspend any further deliveries to the Customer and/or charge interest on the overdue amount at the rate of 4% above the base lending rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement.

This clause shall not apply to payments that the Customer contests in good faith.

The Supplier reserves the right to claim interest under The Late Payment of Commercial Debts (Interest) Act 1998. All payments made for the purchase of Goods or settlement of a Credit Account or any other contract payment made by a debit or credit card will incur a handling charge of 2% of the total value of the Goods.

All payments payable to the Supplier under the Agreement shall become due immediately on its termination in accordance with clause 10 despite any other provisions.

Payment data may be shared with third party credit reference agencies from time to time.
- Delivery**

The Supplier will use reasonable endeavours to deliver the Goods to the Delivery Address on or before the estimated Delivery Date but any delay which is reasonable or slight will not be grounds for the Customer cancelling the Agreement.

The Supplier will notify the Customer when it is ready to deliver the Goods. If the Customer refuses to take delivery of the Goods the Supplier will be entitled to recover from the Customer all reasonable costs incurred as a result of the refusal, including but not limited to, the storage costs of the Goods.

If the Customer informs the Supplier that it is unable to take delivery of the Goods on the date notified by the Supplier, the Supplier may agree to postpone delivery subject to the Customer's payment of any costs reasonably incurred by the Supplier as a result of such postponement, including but not limited to, the costs of storage of the Goods.

The Customer may not refuse to take delivery of the Goods provided the delivery occurs within a reasonable time of the Delivery Date. If the Supplier is unable to agree an alternative Delivery Date with the Customer, the Customer will be required to provide the Supplier with an alternative Delivery Address at which the Supplier can make the delivery.

The Supplier shall be entitled to deliver the Goods in instalments. Each instalment shall be a separate contract and the Supplier's default in relation to one instalment shall not entitle the Customer to cancel any other instalment or treat the Agreement as if it had not existed or refuse to perform any or all obligations under the Agreement.

If the Supplier is unable to drop the Goods at the Delivery Address because there is no suitable and/or safe route of access for the driver of the delivery vehicle, the driver shall drop the Goods at the nearest point to the Delivery Address to which, in the opinion of the driver, the vehicle can safely proceed and unload the Goods. The same principles will apply when collecting Goods under these Conditions, including but not limited to collection of returnable packaging.

Unless agreed as part of the Order, the Customer will provide at its own expense all necessary labour and equipment required to safely unload or load the Goods promptly, except in circumstances where a vehicle mounted crane is required. Except insofar as the Supplier has supplied the equipment or labour the Customer will bear the costs of any loss or damage arising from delivery or collection including compensating the Supplier fully against any claims brought against the Supplier.

The Supplier reserves the right for a disclaimer to be signed at the point of delivery or collection.

The Customer shall inspect and confirm all Goods including the quantity of the Goods immediately upon delivery. If any of the Goods are defective the Customer must ensure the delivery ticket or other form of delivery acknowledgement records the defect or shortage.

The Customer's only remedy in respect of the delivery of an incorrect quantity of Goods shall be the provision of additional Goods or, where there has been an over delivery, the Supplier shall be entitled to arrange collection or require the Customer to deliver to the Supplier the excess Goods.

The Supplier shall not be liable for delivery of an incorrect quantity that is not notified to the Supplier immediately upon delivery.

The quantity of any consignment of Goods as recorded by the Supplier on despatch from the Supplier's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

The Supplier shall not be liable for any non-delivery of Goods (even if caused by the Supplier's negligence) unless the Customer gives written notice to the Supplier of the non-delivery within a reasonable number of days of the Delivery Date or date by which the Goods ought reasonably to have been received.
- Risk & Title**

The risk of loss of or damage to the Goods will pass to the Customer upon delivery, at which time the onus is on the Customer to insure the Goods.

Ownership of the Goods will not pass to the Customer until the Supplier receives payment of the Price and all other sums due to the Supplier in full in cleared funds.

The Supplier shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Supplier.

Until ownership of the Goods passes to the Customer, the Customer shall hold the Goods as the Supplier's fiduciary agent and bailee and shall keep them properly stored, insured and marked as the Supplier's property. The Customer must not destroy, deface or obscure any identifying mark or packaging relating to the Goods and must maintain the Goods in a satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request the Customer shall produce the policy of insurance to the Supplier.

The Customer may resell the Goods before ownership has passed to it solely on the following conditions:

 - any sales shall be effected in the ordinary course of the Customer's business at full market value; and
 - any such sale shall be a sale of the Supplier's property on the Supplier's own behalf and the Customer shall deal as principal when making such a sale.

The Customer's right to possession of the Goods prior to title passing shall terminate immediately if:

- the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

Until such time as title to the Goods passes to the Customer and, providing the Goods are still in existence and have not been re-sold or incorporated into other goods, the Supplier shall be entitled to require the Customer to deliver up the Goods and, if the Customer fails to do so, to enter upon the premises where the Goods are kept to re-possess the same.

The Customer shall indemnify and hold the Supplier harmless against any costs and expenses and/or liability that the Supplier may incur to any third party in connection with any re-possession or attempted re-possession.

The Customer may not pledge or charge the Goods by way of security for any indebtedness but, if it does so, all monies due to the Supplier from the Customer shall become immediately due and payable.

7. Warranties and Defects

The Supplier warrants subject to the other provisions of these Conditions that upon delivery:

- it is legally entitled to sell the Goods to the Customer;
- the Goods will correspond with the Order or the products' published specifications; and
- the Goods will be of reasonably satisfactory quality.

The Customer's only remedy in respect of a breach of the warranties will be repair or replacement of the Goods or a refund of the Price, and only if:

- the Customer informs the delivery driver of the defect or immediately telephones the Supplier at its usual office and gives written notice of the defect to the Supplier within 2 (two) days of the time when the Customer discovers or ought to have discovered the defect where it is a latent defect; and
- the Supplier is given a reasonable opportunity after receiving notice of examining the Goods and the Customer (if asked to do so by the Supplier) returns the Goods to the Supplier's place of business at the Supplier's expense for the examination to take place there.

The Supplier will not be liable for any defects caused by wilful damage, negligence (other than that caused by the Supplier, its agents or employees), fair wear and tear, alterations or repair of the Goods without the Supplier's prior written approval, incorrect storage, applications, movement or installation or those notified to the Supplier more than 12 (twelve) months after delivery.

The Supplier shall not be responsible for the cost of removing any defective Goods from any place where they are installed or fixed nor making good the place after removal or for the cost of installing or fixing or re-financing any repaired Goods unless this has been previously agreed with one of the directors of the Supplier.

All warranties, conditions, guarantees and representations that may be implied by statute, common law or otherwise are hereby excluded by the Supplier to the fullest extent permitted by law.

8. Returns and Cancellations

It is at the Supplier's sole discretion to accept or reject the return of Goods which have been incorrectly ordered, over ordered or are surplus to the Customer's requirements. If the Supplier decides to accept the return of such Goods the Supplier reserves the right to charge the Customer all reasonable expenses incurred in collecting the Goods and re-stocking them (a restocking charge).

The Supplier will not accept the return of Goods which are liable to deteriorate or expire rapidly.

All Goods returned to the Supplier must be in the same condition as when they were sold to the Customer and where applicable they must be in their original packaging and remain unopened.

Any Goods returned to the Supplier must be accompanied by an invoice or other proof of purchase so that credit or a refund can be issued.

Except where a Consumer Customer has a right to cancel an Order made at a distance or is otherwise exercising his or her statutory rights, it is at the Supplier's sole discretion to accept or reject the cancellation of any Order after the Supplier has accepted the Order.

The Supplier will not accept the cancellation of an Order where the Goods to be supplied are specially made or obtained.

The Supplier reserves the right to recover all reasonable costs and charges incurred in respect of any cancelled Orders.

If the Customer changes its Order and the Supplier accepts the change, the Supplier will be entitled to recover from the Customer any unavoidable losses that it suffers as a result of the change. The Supplier also reserves the right to alter the Delivery Date and the Price to take account of the change.

9. Liability

Save as provided below:

- The Supplier's total aggregate liability under each Agreement (whether in contract, tort (including, but not limited to, negligence) or otherwise) shall not exceed the total amount payable to the Supplier by the Customer under the Agreement;
- The Supplier will not be liable for any claim to the extent that it relates to loss of profits, goodwill, business opportunity or anticipated savings, injury to reputation, third party losses or indirect, consequential or special loss, costs, damages, charges or expenses, or damage regardless of the form of action, whether in contract, tort (including, but not limited to, negligence) or strict liability and regardless of whether the Supplier knew or had reason to know of the possibility of the loss or damage in question; and
- The Supplier will not be liable for any delay in or failure to comply with its obligations to the extent that such failure results from circumstances beyond the Supplier's reasonable control. In such circumstances the Supplier may suspend performance of its obligations until such time as it is able to perform. If any such suspension continues for a period in excess of one month the Customer may cancel the Order and receive a refund of monies paid.

The Supplier's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation, damage suffered as a result of the breach of the warranties as to title and quiet enjoyment implied under English law and/or any other loss or damage the exclusion or limitation of which is prohibited by English law is not limited or excluded by these Conditions or any Agreement.

10. Termination

The Supplier may terminate the Agreement immediately at any time if the Customer fails to pay the whole or any part of the Price within 30 (thirty) days of it becoming due, if the Customer commits a serious breach of the Agreement which the Customer fails to remedy within 10 (ten) days of being required to do so by Supplier or if the Customer becomes bankrupt or insolvent in accordance with clause 6.

The Customer may terminate the Agreement immediately at any time in the event that the Supplier commits a serious breach of the Agreement which it fails to remedy within 10 (ten) days of being required to do so by the Customer or if it becomes insolvent.

The termination of the Agreement will not affect any rights or liabilities that the Customer or the Supplier may have at the date of termination.

11. Changes

The Supplier may make changes to these Conditions from time to time. No such change will apply to the Customer's purchase of the Goods unless the Supplier told the Customer about that change before the Customer placed the Order.

The Customer should not assume that if it buys Goods from the Supplier on more than one occasion, these Conditions will be the same for each purchase and the Customer should read these Conditions carefully each time it buys Goods from the Supplier.

12. General

The Customer may not transfer, assign or otherwise part with the whole or any part of any Agreement without the Supplier's prior written consent. The Supplier may transfer, assign or otherwise part with the whole or any part of any Agreement at any time upon written notice to the Customer.

All notices shall be given in writing and sent by first class post to the recipient's address detailed in the Order (or as may be notified to the other party in accordance with this clause from time to time) and shall be deemed to have been served 2 (two) days after the day on which the notice was posted.

The remedies available to the parties shall not limit or exclude any other rights that either party may have against the other and neither party's failure to enforce or rely on or delay in enforcing or relying on any right will prevent that party from later enforcing or relying upon that or any other right.

If a court or other regulatory body finds that any part of this Agreement is invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be construed as if such invalid or unenforceable part did not exist.

Nothing in any Agreement shall confer any rights upon any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

These conditions and each Agreement shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.