

ALLTYPE ROOFING SUPPLIES LTD

TERMS AND CONDITIONS OF SALE

1. APPLICATION

All business accepted by us, the seller, is subject to the following terms, which shall be incorporated in, and shall constitute the whole of the agreement between the seller and you, the buyer, as at the date of despatch of the contract goods from our premises, the exclusion of all other agreements (whether oral or written) or documents passing between the parties prior to such date. Any execution by us of any order be deemed to be done only on such terms, and no variation to these terms shall be valid unless in writing and duly signed by us.

2. PAYMENTS

All sales contracts are cash with order unless otherwise agreed.

3. CREDIT ACCOUNTS

Ledger accounts will only be opened on receipt of a satisfactory Bank reference. All accounts are due for payment by the 28th day of the month following delivery (the due date). Accounts are strictly nett save where the seller notifies the buyer or settlement discount for payment by the due date.

4. AVAILABILITY

Goods are advertised subject to availability on receipt of order, and quotations issued by us are not offers capable of acceptance so as to make binding contract.

5. PRICES

All prices quoted are estimates only and are subject to adjustment upwards to the prices ruling on the date of despatch. All prices quoted are exclusive of VAT unless otherwise stated. Clerical and typing errors are subject to correction.

6. OVERDUE ACCOUNTS

The seller shall have the absolute right to refuse further deliveries where the buyer is in breach of any obligation imposed upon it under these conditions, including (but not exclusively), failure to pay its account by the due date. Further the seller shall have the right to charge interest at the rate of 2% per month over Barclays Bank Rate on overdue accounts. Where any account is overdue all sums invoiced by the seller to the buyer shall become immediately due for payment.

7. SUSPENSION AND TERMINATION

Without prejudice to the seller's right to accept the buyer's repudiation of this.

8. ORDERS

In the case of orders given by the customer verbally whether by telephone or otherwise the record made by the Company of such order shall be conclusive and binding as to the type and quantity of product involved the delivery point and delivery date.

9. BREAKAGES AND SHORTAGES

The buyer is required to inspect goods for shortage or apparent defect and damage at the time of delivery. Claims in respect thereof will not be accepted where the buyer (or anyone apparently having its authority to do so) has signed a delivery note accepting the quantity and condition of the goods. Claims for non-delivery, shortage, defects or damage in other respects, must be made in writing to the seller within three days of receipt or when receipt was due by the buyer (in which respect time shall be the essence). Goods which have been delivered will not be accepted for return without the seller's prior written consent.

10. DEFECTIVE GOODS

- 10.1** The seller is not a manufacturer. Where goods sold by the seller are the subject of a manufacturer's warranty, the seller shall extend such warranty to the buyer for the duration thereof provided that the buyer does not in any way invalidate such warranty and any complaint relating to the goods is notified to the seller in accordance with these terms and conditions. The buyer shall indemnify the seller against all costs incurred by the seller in connection with warranty claims rejected by manufacturers.
- 10.2** The seller shall on request endeavour to give the buyer the best assistance and guidance, but in view of the range of the seller's products and the uses to which they may be put, it is the buyer's responsibility to ascertain quality, fitness, suitability and durability.
- 10.3** The seller shall not be liable under this agreement or in any other way for any loss of profit, consequential loss or damage whatsoever arising by act or omission of the seller or defects in goods sold by the seller.

10.4 The seller shall not in any event be liable to the buyer or any third party for any damages arising from any breach of this agreement in excess of the price charged by the seller to the buyer for the goods or services complained of.

10.5 Where despite the terms of 10.4 of these conditions the seller is liable to the buyer or any third party in damages in excess of the price of the goods or services complained of the buyer shall indemnify the seller against its liability to pay any such excess.

11. RETURN OF MATERIALS

The seller may in its absolute discretion refuse to accept the return of goods which have been sold to the buyer. Where the seller shall accept such returned goods, which shall normally only be in the case of standard stock lines, the seller shall be entitled to make a restocking charge of a minimum of 30% of the sale price of such goods.

12. TITLE

The risk in any goods sold by the seller to the buyer shall pass on delivery, but the title to any such goods shall not pass until the purchase price thereof has been received by the seller. The seller may recover or resell such goods or any part thereof in any of the following events;

- If the seller has not received payment for the goods by the due date or
- If before the due date the buyer commits an act of bankruptcy or has a receiver appointed over all or part of its business or a petition is issued, or a resolution passed, for the winding up of the buyer or upon the commencement of any other act or proceeding in which the buyer's solvency is involved or
- If before the due date the buyer ceases or threatens to cease carrying on its business

And in any exercise of this right to recovery the seller shall have the right to go upon any premises occupied or used by the buyer or where the goods (or any of them) are situated and even if the goods have been attached or connected to any other goods, products, plants or machinery but are readily removable, the seller may remove the same. Until the seller has been paid in full the relationship of the buyer to the seller shall be fiduciary and the seller shall have the right to trace the proceeds of any disposition of the goods by the buyer or of any insurance covering the same which shall be paid into a separate new account and into any overdrawn account.

13. GENERAL

The buyer and the seller agree that the limitations and exclusions incorporated herein are reasonable in all the circumstances but it is agreed that if any such limitations or exclusion would by operation of law be adjudged to be void as going beyond that is reasonable for the protection of the seller's interests but would be valid if part of the wording was deleted or the extent and scope thereof reduced, the said limitations and exclusions shall apply with such modifications as may be necessary to make them valid and effective.

14. JURISDICTION

This agreement shall be governed by and adjudicated under English Law. All contracts to which these terms and conditions apply shall be deemed to have been made at the seller's head office at 5 Ripon Road, London SE18 3PS.

15. DELIVERY

Deliveries will be confined to unloading at the nearest accessible point at the customer's delivery address to which our vehicles may legally and safely proceed. Trade customers are expected to provide assistance to unload vehicles if requested. Any delivery date or time quoted by the seller shall be an estimate only and shall not be of the essence in delivery and the buyer shall not be entitled to damages or loss howsoever arising as a result of the seller's failure to deliver by any specified date or to any specified locations.