

CONDITIONS OF PURCHASE BY EDS

in respect to the purchase of goods by EDS Roofing Supplies (Midlands) Limited.
This contract is not transferable without the consent of EDS Roofing Supplies (Midlands) Limited hereafter referred to as 'the buyer' and the seller as principles.

These conditions shall apply mutatis mutandis to any goods or services purchased by the buyer by the way of replacement, rectification of improvement under any of these conditions.

These conditions supersede any previous version of the buyer conditions issued to the seller.

It is the responsibility of the seller to ensure compliance with and knowledge of the conditions contained within this contract.

FORCE MAJORA

If the buyer shall be prevented from performing any of his obligations under the contract by any circumstances whatsoever outside of his direct control (including in particular but without prejudice to the generality of the foregoing provision civil commotion, strikes, labour disputes, war, fire, accidents, industrial or political activities or defective material) further performances of the contract shall either be suspended so long as the buyer shall be so prevented, or at the buyers option, cancelled in which case the buyer shall not be liable for any loss, damage, or injury of any kind whatsoever whether direct or indirect or consequential to any person or suspension or cancellation of the contract. The seller by agreement with the buyer may supply at a subsequent date any shortfall arising from circumstances of the type mentioned above. Force majeure provisions mutatis mutandis shall apply similarly to the seller.

QUOTATIONS

Unless otherwise agreed by the buyer, the seller agrees to sell goods or services to the buyer at the price stated on the buyer's written order. On the understanding that the prices on the buyer's written order has precedence over all previously issued quotations issued by the seller to the buyer.

All prices indicated on an order from the buyer to the seller are exclusive of any Government applicable tax or surcharge prevalent at the time of order, delivery or collection. The seller agrees that the seller cannot increase the price for the goods or services purchased from the seller in the time period from when the buyer orders goods or services from the seller to that when the property passes. The seller agrees to provide the buyer with (60) sixty working days notice of any intended implementation of an increase in the cost of goods or services as supplied by the buyer to the seller, the seller agrees that if they are unable to or fail to provide such notice that they agree not to increase the cost of any goods or service they provide to the buyer and still supply the buyer with the goods or services until such time as the (60) working days have elapsed from when the buyer became aware of the increase in cost of the goods or services.

TRANSFER OF PROPERTY

The property of the goods shall transfer from the seller to the buyer upon receipt of the goods by the buyer or buyer's agent.

LIABILITY

The buyer shall not be liable to the seller under or in connection with or in relation to the contract or in connection with any advice or goods purchased or for any loss, damage, delay costs, charges or expenses whatsoever, howsoever the sum may arise or be caused whether direct, indirect, consequential or otherwise and whether or not the same may be due to the negligence or any act, commission, error or default of the seller, its servants or agents or otherwise and whether in or in connection with the performance of the seller's obligation under the contract or otherwise.

RETURNS

Goods can be returned by the buyer to the seller at the discretion of the buyer within (31) thirty one working days of their delivery or collection from the seller

It is the responsibility of the seller to collect the goods from the buyer. All expense in respect to the return of goods is done so at the sellers expense in respect to any transport costs incurred. A credit note equivalent to the full monetary sum of the same price the buyer has purchased the goods at from the seller is to be issued by the seller to the buyer in the same month in which the goods are returned. Goods being returned by the buyer will be disposed of at the expense of the seller if not collected by the seller within (7) seven working days, in such circumstances the seller will still issue a credit note equivalent to the full monetary sum of the same price the buyer has purchased the goods at from the seller.

DAMAGED GOODS

The buyer will deduct from their payment the full cost of any goods supplied by the seller and found to be in a damaged condition upon either receipt of the goods or within (31) thirty one working days of receipt of the goods if the goods are supplied in packaging of such a nature (box's, shrink wrap, tins, etc) that the damage is not visual apparent upon receipt of the goods.

PAYMENT FOR GOODS OR SERVICES

Unless otherwise agreed by the buyer, any goods or service supplied by the seller to the buyer will become due for payment by the buyer to the seller (60) sixty working days after delivery of the goods or supply of the service by the seller. The seller agrees to provide the buyer with a credit facility in financial terms equivalent to that of the financial amount requested by the buyer. In circumstances when this financial amount is exceeded by the buyer the seller agrees to continue with the supply of goods or supply of service without interruption until such time as the buyer requests an increase in the financial amount.

QUALITY

The buyer purchases the goods on the understanding that the quality and intended purpose or intended usage of the goods is as per the buyer's expectation for the goods. The seller is held fully responsible and will re-inburse the buyer in full for any expense incurred by the buyer should this not prove so.

DISPUTES

The contract shall be governed by and constructed in accordance with English Law. All questions, disputes or differences whatsoever arising out of, in relation to or in connection with the contract or any goods or services supplied or to be supplied or any work done or to be done shall, if not settled, be referred to the arbitration of a person appointed by the buyer and the seller or in default of mutual agreement as to such appointed by the president for the time being of the Institute of Chartered Accountants in England and Wales and the arbitration shall be subject to the arbitration act 1950 or any modification or re-enactment thereof.

The placement of an order for goods or services by the buyer or representative of the buyer on the seller constitutes acceptance of the conditions of the buyer, which replace any conditions of purchase imposed by the seller.

01/01/10