



# CONDITIONS OF SALE

This contract is not transferable without the consent of EDS Roofing Supplies (Midlands) Limited hereafter referred to as 'the seller' and the buyer as principles. These conditions shall apply mutatis mutandis to any goods or services supplied by the seller by the way of replacement, rectification of improvement under any of these conditions. These conditions supersede any previous version of the sellers conditions issued to the buyer. It is the responsibility of the buyer to ensure compliance with and knowledge of the conditions contained within this contract.

## PAYMENT FOR GOODS OR SERVICES

Unless otherwise agreed by the seller, any goods or service supplied by the seller to the buyer become due for payment by the buyer to the seller thirty (30) days after delivery of the goods or supply of the service for those buyers with whom the seller has agreed prior to the supply of goods or service to allow the buyer such a time facility for payment of goods or service. For any buyer with whom the seller does not allow such a payment time facility, payment for goods or services as provided by the seller to the buyer must be made in full by the buyer prior to supply by the seller of the goods or services to the buyer. It is at the sole discretion of the seller that the seller provides to the buyer a time facility for them to make payment for goods or services as supplied by the supplier. The seller at the seller's discretion can withdraw this facility from the buyer at any time by giving the buyer notice of intention to withdraw such a facility in writing seven (7) working days prior to the withdrawal of the facility.

## DEFAULT IN PAYMENT

If the buyer makes default in payment under this or any other contract with the seller or becomes subject to bankruptcy laws or being an incorporated company passes a resolution or becomes subject to a court order for winding up, or if a receiver is appointed of any part of the buyers property, the seller may cancel further supply of goods or services to the buyer. Interest on moneys due and or outstanding at the time of default in payment by the buyer will be charged for and added to the moneys outstanding to the seller in accordance with the following calculation: - Interest base rate as charged for an unsolicited overdraft facility by the bank providing the seller with general banking facilities plus a figure representing an additional 20% of the Interest base rate added to that of the Interest base rate. The interest to be calculated on a compound basis per week and added per week or part of a week to moneys outstanding until such time as the moneys due by the buyer to the seller have been received in full by the seller. Financial expense incurred by the seller due to default in payment by the buyer will be charged for and added to any moneys due and outstanding prior to the calculation for the sellers charge for interest as stated above.

## FORCE MAJORA

If the seller 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 seller shall be so prevented, or at the sellers option, cancelled in which case the seller 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 buyer.

## DELIVERY

Time of delivery of the goods or services shall in no case be deemed to be the essence of the contract and the seller accepts no liability or loss direct, indirect, or consequential arising from delay in delivery. Should delivery of the goods in accordance with the contract be delayed to suit the convenience of the buyer, the seller reserves the right to warehouse the goods, delivery to the warehouse to operate as delivery under the contract in so far as payment terms are concerned. Any charges for such warehousing will be the liability of the buyer, who shall be responsible for insurance cover. Goods shall not be off loaded until a representative of the buyer has signed a delivery note to confirm that the goods delivered are as ordered. It is the responsibility of the buyer to off load all goods purchased from the delivery vehicle transporting the goods on behalf of or for the seller without undue delay. The seller will allow the buyer sufficient waiting time of the sellers own discretion prior to or for the purpose of off loading of goods from the delivery vehicle transporting the goods on behalf of or for the seller. Once sufficient time has elapsed, any expense incurred by the seller as a result of the excess elapsed time will be charged by the seller to the buyer at the full cost incurred to the seller plus an additional fee for administration of the charge.

## COLLECTION

Collection of goods by the buyer or representative of the buyer from the premises of the seller or sellers agent are done so on the understanding that time of collection of the goods or services shall in no case be deemed to be the essence of the contract and the seller accepts no liability or loss direct, indirect, or consequential arising from delay associated with the collection. Goods shall not be loaded until a representative of the buyer has signed a collection note to confirm that the goods collected are as ordered. Should collection of the goods in accordance with the contract be delayed to suit the convenience of the buyer, the seller reserves the right to warehouse the goods, delivery to the warehouse to operate as delivery under the contract in so far as payment terms are concerned. Any charges for such warehousing will be the liability of the buyer, who shall be responsible for insurance cover. It is the responsibility of the buyer to load all goods purchased from the supplier on to a delivery vehicle transporting the goods on behalf of or for the buyer without undue delay. The seller will allow the buyer sufficient waiting time of the sellers own discretion prior to or for the purpose of loading of goods on to delivery vehicle transporting the goods on behalf of or for the buyer.

## RETURNS

Goods with the exception of those classified by the seller as to be of a non-stock nature to themselves can be returned to the seller within (14) fourteen working days of their delivery or collection from the seller provided that they are returned by the buyer in the exact condition they were supplied in, i.e. if supplied shrink wrapped on pallets the goods must be returned shrink wrapped on pallets, in the case of goods supplied in boxes, tins or containers unopened and with no damage to the box, tin or container. It is the responsibility of the buyer to return an goods to the seller which are done so at the buyers expensive in respect to any transport costs incurred. A credit note equivalent to the monetary sum of the same price the buyer has purchased the goods at from the seller for less a figure of 25% of the cost if the goods returned from the buyer which are in the exact condition they were supplied in will be issued by the seller to the buyer in the month immediately following the month in which the goods are returned. No alternative to a credit note will be issued by the seller. Goods classified by the seller as to be of a non-stock nature to themselves will not be accepted by the seller as returned goods from the buyer.

## IMPORTANT

Claims for damaged goods or subsequent failure in the physical properties goods whilst in situ. Should any consignment of goods in full or part be found upon receipt of delivery or collection to be damaged, this information must be recorded on the appropriate delivery or collection documentation at the time of delivery or collection of goods to or by the buyer or representative of the buyer, and, confirmed in writing to the head office address of the seller within seven (7) working days of the date of delivery or collection. Should any goods within a given time period as defined by the seller that are located in situ found to have subsequent failure in their physical properties must have details of their failure recorded on appropriate documentation at the time of discovery of the failure and, confirmed in writing to the head office address of the seller within seven (7) working days of the date of discovery. All written notification in respect to a claim for damaged goods or subsequent failure in the physical properties goods whilst in situ must be done in accordance with the instructions printed on the seller's complaint form, copies of, which are available to the buyer upon request. It is a condition precedent to any obligation on the seller under this condition that the buyer shall duly have paid all sums properly due and payable by him to the seller.

## QUALITY

No condition warranty or representation expressed or implied by statute or otherwise is given that any goods supplied by the seller to the buyer are suitable for any particular purpose or intended use. The seller will entertain no claim in respect of goods supplied unless the buyer has tested the goods as soon as possible after receipt and before use and any discrepancy is notified to the seller immediately. It is a condition precedent to any obligation on the seller under this condition that the buyer shall duly have paid all sums properly due and payable by him to the seller.

## TRANSFER OF PROPERTY

The property of the goods shall remain with the seller until full payment of all sums due by the buyer to the seller has been made of title is properly vested in some other person by the operation of any statute the property passes, the buyer must keep the goods free from all charge, lien or other encumbrance whatsoever. The seller may at any time and from time to time until the property of the goods has passed require them to be returned to it and if this requirement is not immediately complied with at the expense of the buyer may retake possession of such goods and shall have the right and power to sell the goods without prejudice to such other rights as the seller may have (and may enter any premises of or occupied by the buyer for such purposes). Such return or retaking possession shall be without prejudice to the obligation of the buyer to purchase the goods and to pay for them in full. The seller will issue no documentation in respect to guarantees associated with the goods to the buyer or the buyer's representative until such time as transfer of property passes.

## PASSING THE PROPERTY

The property and risk in the goods sold under this contract shall pass to the buyer at the point of delivery named in the contract.

## LIABILITY

The seller shall not be liable to the buyer under or in connection with or in relation to the contract or in connection with any advice or goods supplied 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.

## QUOTATIONS

Unless otherwise agreed by the seller, the buyer agrees to purchase goods or services from the seller at the price quoted by the seller on the understanding that the sellers most up to date quotation has precedence over all previously issued quotations. Any goods or services purchased by the buyer from the seller without the buyer having obtained a quotation for the goods or services from the seller prior to the purchase of the goods or services will be considered to be purchased by the buyer at the price the seller decides. All prices indicated on a quotation of the seller are exclusive of any Government applicable tax or surcharge prevalent at the time of order, delivery or collection. The buyer agrees that the seller can increase pro rata 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 without prior informing of the buyer of such an increase provided the increase in the price of goods or services are as a consequence of 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 or increases in the cost of goods from a supplier of the seller)

## GUARANTEES OR WARRANTIES

Until such time as the transfer of property passes and the seller is able to ascertain that all goods supplied by the seller to the buyer have been installed to both the manufacture of the goods instructions and any applicable relevant British Standards Code of Practice no guarantee or warranty will be issued by the seller to the buyer or the buyer's representative. It is beholden of the buyer or buyer's representative to provide the seller with all practical possible assistance to enable the seller to ascertain the required satisfactory installation of the goods. No guarantee or will be issued without the necessary guarantee or warranty request form as supplied by the seller being fully complete by the buyer or buyer's representative and returned to and received by the seller.

## INSURANCE

The seller accepts responsibility for the insurance of goods in transit only to the point where property passes.

## DISPUTES

The contract shall be governed by and construed 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 seller and the buyer 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 seller, which replace any conditions of purchase imposed by the buyer.

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