

# CONDITIONS OF SALE

## 1.0 Definitions

In these conditions the following words have the following meanings :

'The Company' means Construction Fixings Limited registration number 4163194

'The Buyer' means the person, firm or company who accepts a quotation from The Company for the sale of Goods or whose order for the Goods is accepted by the Company.

'The Goods' means the goods (including any instalment of the goods or part thereof) which the company is to or has supplied to the Buyer.

'The Conditions' means the terms and conditions of sale as set out in this document and includes any special terms agreed in writing between the Buyer and the Company

'The Contract' means the contract for the purchase and sale of goods.

'Writing' includes telex, cable, facsimile, Email and any comparable means of communication.

## 2.0 Application

Unless otherwise agreed in writing between The Company and The Buyer the conditions shall apply to all present and future sales of goods by The Company to The Buyer.

## 3.0 Basis of Sale

3.1 The Company shall sell and The Buyer shall purchase the Goods in accordance with any written quotation of The company which is accepted by The Buyer, or any written or oral order which is accepted by The Company.

3.2 The Companies employees or agents are not authorised to make any representations concerning the Goods unless confirmed in writing by The Company.

3.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or any other document or information issued by The Company shall be subject to correction without any liability on the part of The Company.

3.4 The buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order including any applicable specification.

3.5 Any specification issued by the Company are done so in good faith based on the information supplied by the Buyer, the Buyer should engage a person of independent suitable professional standing to confirm suitability of any product prior to use and therefore the Company accepts no liability for component failure or incorrect product delivery.

3.6 The quantity, quality and description of the goods shall be those set out in the Companies quotation.

3.7 No order, which has been accepted by the Company may be cancelled by the Buyer except with the agreement of the Company and on terms that the buyer will indemnify the Company against any loss incurred including, costs, damages and general expenses.

3.8 Where delivery of the goods is to be made to the Buyer in bulk, the Company reserves the right to deliver plus or minus 10% or to the nearest case quantities without any price adjustment.

3.9 All quantities detailed boxed or loose in this catalogue are described as average quantities and may be supplied plus or minus 10% without any price adjustment.

## 4.0 Price Variation

The price applicable to the sale of the Goods by the Company to the Buyer shall be the price ruling at the date of despatch. The Company therefore reserves the right to amend prices quoted at the date of the placing of an order by notification in writing.

## 5.0 Carriage and Despatch

The Company reserves the right as part of this contract to impose such surcharge or carriage charge as shall be laid down by the company policy at any time. The Company has sole choice of method of delivery and of carriers employed unless specifically agreed in writing to the contrary.

5.1 Despatch dates are quoted without engagement although every endeavour will be made to adhere to the date or dates quoted. Under no circumstances will the Company be liable for any loss arising from delay in despatch however caused.

5.2 Where the company has been obliged to make an additional delivery of the goods to the premises specified in the contract due to the failure of the customer to accept delivery of the goods, the Company reserves the right to make a charge for the additional delivery. Where the goods are returned to the Companies premises due to failure of the Buyer to accept delivery a carriage charge will be applied.

## 6.0 Damage and Loss in Transit

The Company accepts no liability for damage to goods in transit unless the Company and the carrier concerned is notified within 24 hours after delivery in writing.

6.1 In the case of non-delivery the company accepts no liability of any sort unless written notice of non-delivery is given to the company within 7 days after the date of the advice of despatch of the goods.

6.2 The Companies liability for damage in transit or non-delivery of goods duly notified to it in accordance with the above, shall be in any event be limited solely to the replacement of the goods within a reasonable time whether due to the Companies negligence or otherwise.

## 7.0 Claims

Subject to the provisions of condition 6, all claims for goods alleged to be defective must be made in writing within 7 days of delivery of the goods. The company may require return of the goods or the goods be made available for inspection by the Company. Should the Company be satisfied as to the defects then it retains the option to either replace the defective goods within a reasonable time or credit the Buyer with the contract price. All defective goods returned to the Company shall be deemed to be the property of the Company.

Except as provided above, the Company shall have no liability whatsoever arising out of any agreement to sell or sale of goods including any claims for direct consequential loss, damage or expense, whether arising or alleged to arise under any warranty statement, conditional term expressed or implied, statutory or otherwise. The Company shall not be liable for any claims arising from loss or damage in excess of the contract price. .

## 8.0 Risk and Title

Risk of loss or of damage to the goods shall pass to the Buyer at the time of delivery.

8.1 The legal and beneficial ownership of the goods shall not pass to the Buyer until payment in full has been received by the Company.

8.2 Until legal and beneficial ownership of the goods shall pass to it the Buyer shall hold the goods as bailee for the Company but shall be at liberty to transfer the legal and beneficial ownership of the goods at the normal course of trading.

8.3 Pending legal and beneficial ownership of the goods passing to the Buyer the Buyer shall keep the goods in good condition and in such manner that it can be identified as the property of the Company.

8.4 The whole of the price of the goods shall not be treated as paid until the instrument of payment has been honoured in accordance with the terms. The Company may sue for the whole of the price of the goods at any time after it has become payable without prior notice.

8.5 Payments shall be applied to invoices in the order in which they were issued and to goods in the order in which they are listed in invoices save where the Buyer shall request otherwise in writing to the agreement of the Company.

8.6 The Buyer shall not sell or dispose of the goods in the normal course of trading before the full price has been paid to the Company. The Buyer shall not pledge or dispose of the goods or any documents relating thereto to allow any lien to arise thereon.

8.7 Should the buyer default in the punctual payment of any sum owing to the Company then the Company shall be entitled to the immediate return of all goods in which the legal and beneficial ownership has not passed to the Buyer. The Buyer authorises the Company to recover goods or documents and to enter the premises of the Buyer or the premises of a third party where the Buyer has been operating for that purpose. Demand for recovery of the goods does not discharge either the Buyers liability to pay the whole of the price due or to sue for the whole of the price. Should the buyer default in the punctual payment of any sum owing the Company reserves the right to immediately cancel any outstanding or current contracts and suspend any further supplies to the Buyer.

## 9.0 Payments

For the purpose of this clause the due date shall mean the date of the invoice unless the Buyer is part of the Construction Fixings Limited credit scheme in which case it shall mean payment is due on the 28<sup>th</sup> of the month following the month of the invoice or where a different payment date is specified on the invoice it shall mean that date.

9.1 Where payment in full has not been made by the due date the company reserves the right to charge interest at a rate of 12% per month over the Bank of England base rate from the due date to the date of receipt of the monies outstanding. The Buyer shall also be liable for payment of the full list price.

## 10.0 Force Majeure

The Company shall not be liable to the Buyer or deemed to be in breach of contract by reason of any failure to deliver the goods if the delay or failure was due to any cause beyond the Companies reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Companies reasonable control :

Act of god, explosion, flood, tempest, fire or accident.  
War, threat of war, sabotage, civil disturbance, power failure.  
Acts, restrictions, byelaws, prohibitions, import or export embargoes, strikes, lock-outs or general trade disputes.  
Difficulties in obtaining raw materials, labour, fuel or machinery.

## 11.0 General

The Buyer permits that on insolvency of the Buyer or suspicion of imminence of insolvency the Company shall take any steps deemed necessary including entering the Buyers premises to recover all unpaid for goods and documents.

11.1 No reproduction of the Construction Fixings Limited catalogue copyright law withstanding or any company literature is permitted without permission in writing from the Company.

11.2 The contract is personal to the parties and shall not be assigned to any third party without consent in writing from the Company.

11.3 Any agreement between the Company and the Buyer shall be subject to and governed by the domestic law of England.