

## **CONDITIONS OF SALE – GENERAL CONDITIONS FOR THE SUPPLY OF GOODS BY CELLUCLAD UPVC SYSTEMS**

### **1. DEFINITION**

In the context of these conditions “the Company” means Celluclad UPVC and “the Customer” means the individual, firm, company or other party with whom the Company contracts.

### **2. PRICE AND QUOTATION**

The quoted price for goods may be varied by additions upwards by the Company in accordance with market conditions at the date of despatch and the Customer shall pay such additions in addition to the quoted price. Without prejudice to the generality of the foregoing, market conditions shall include any increase in the cost of labour and/or materials and/or transportation.

Where before delivery or the date of the invoice, whichever is the earlier, the goods become subject to any additional duty, value added tax or any other tax or surcharge, in excess of the sums specified for such liabilities in our quotation or invoice, the Customer shall be charged and will pay such extra duty, tax or surcharge.

The Company shall only be bound by a written quotation or contract to supply or a written representation in support of such a contract and the Customer is not entitled to rely on a verbal quotation or representation made by or on behalf of the Company.

Any written quotation or contract shall be valid for twenty eight days only.

The terms of any quotation or contract to supply issued by the Company are referable to that quotation or contract and not any other.

The Company shall not be bound by any clerical error or patent error of addition contained in any quotation given by it.

### **3. DELIVERY AND TIME OF DELIVERY**

Any time or date of delivery named by the Company is given and intended as an estimate only and the Company shall not be liable to make good any loss or damage, whether arising directly or indirectly, out of delay in delivery.

Orders are accepted and terms for delivery given conditional on the Company not being responsible for delays or failures arising through acts of God, elements, war, acts of Government, strikes or lockouts, fire, breakdown of machinery, non delivery or delay in delivery by the Company’s suppliers or any cause beyond the Company’s control.

The Customer shall not withhold or reduce payments on account of complaints or of claims not accepted by the Company in writing.

All goods shall be examined and checked upon delivery for any shortages or defects. The Company shall be in no way liable for any defects, excluding manufacturing faults after delivery has been accepted.

All items must be checked for manufacturing defects and shade variation before installation. In the event of any goods found to be defective, before or after installation, the Company's liability in respect thereof shall not exceed the invoice price of that item.

#### **4. RETURN OF GOODS**

Goods will only be accepted for return subject to our prior agreement in writing. Drivers have no authority to accept goods for return unless given by us. All goods must be returned to us carriage paid. We reserve the right to make a re-stocking charge.

#### **5. CLAIMS**

Non-delivery must be notified to us within 14 days of the date of the relevant invoice. Claims for damage, shortage or incorrect goods or goods found to be defective on delivery, must be made in writing to us within 3 days of delivery.

In all such cases our liability shall be limited to replacing the defective goods or making good the shortage (as the case may be) free of charge or to refunding the charge for the goods where replacement or additional supply is not possible.

Where manufacturers of products supplied by us have limited their liability in respect thereof or in respect of any consequential liability arising there from, the same limitations shall apply to our liability on the sale of such products.

#### **6. PAYMENT OF ACCOUNT**

Strictly due on the last day of the month following the month of delivery. If payment is not received by the Company within one month of the due date, in accordance with this condition, interest will be charged on overdue accounts at 2% per month and the full purchase price of the goods shall include any interest payable hereunder. The customer will also be liable for any third party costs incurred to recover sums due to the company.

#### **7. RISK AND PROPERTY**

All goods shall be at the Customers sole risk from the time of collection from our premises or, if the contract provides for the goods to be delivered by us or on our behalf, from the time of such delivery to the address specified in the account.

The property in all goods shall remain with us until we have received payment in full for the same. The title to all goods supplied does not pass until all outstanding invoices due from the Customer have been paid.

Without prejudice to any rights which we may have or which may arise under the contract or otherwise, we shall be entitled to terminate the contract and/or repossess the goods without notice to the Customer at any time before payment in full has been received and whether or not payment has become due or any credit allowed has expired.

At all reasonable times access shall be afforded to our representatives to any premises where any goods shall be situated for the purpose of repossessing such goods and all reasonable assistance shall be rendered in removing the same.

Notwithstanding the above, the Customer may, until we give notice to the contrary, use, sell or otherwise deal with the goods in the normal course of business provided that, in accordance with the normal fiduciary duty of an agent to his principle, the Customer must forthwith account to us from any sums received in respect of such dealing for an amount equally to all sums outstanding hereunder.

## **8. WARRANTIES AND CONDITIONS**

No warranty condition or representation is given or made as to the quality of the goods, their condition or their fitness for any particular purpose and any such warranty, condition or representation, whether express or implied, whether by statute by collateral agreement or otherwise is hereby excluded.

## **9. DATA PROTECTION NOTICE FOR PARTNERSHIP / SOLE TRADERS**

We may transfer information about you to our bankers / financiers for the purposes of providing services and for the following purposes:

- Obtaining credit insurance
- Making credit reference agency searches
- Credit control
- Assessment and analysis (including credit scoring, market, product and statistical analysis)
- Securitisation
- Protecting our interests

We will provide you with details of our bankers / financiers and that of any credit reference agencies used on request.

I have read and agreed the terms and conditions:

Signed:

Date:

Name:

Position:

Proprietor:

Company Name: