

# **STANDARD CONDITIONS OF SALE**

## **1. Acceptance of these Conditions**

Only these conditions and any provisions of The Sale of Goods Act 1979, the supply of Goods (Implied Terms) Act 1973 and the Supply of goods and Services Act 1982 not inconsistent, herewith, shall apply to sales by S P Dorsey Specialist Construction Materials Ltd, hereinafter referred to as the company. If the terms and conditions stated in the customer's order are inconsistent herewith, or if they contain a provision having an effect similar to this condition or purporting by other means to exclude these conditions, the Company's acceptance of the customer's order shall constitute a counter offer and the customer shall be deemed to have accepted these conditions and the provisions of the Sale of Goods Act 1979 the Supply of Goods (Implied Terms) Act 1973 and the Supply of Goods and Services Act 1982.

## **2. Variation of Conditions**

Any variation in these conditions must be made in writing and signed by an authorised official of the Company. At the request of the customer, the Company will verify whether any named individual has the requisite authority. If and in so far as these conditions are inconsistent with the confirmation issued by the Company upon acceptance of the customer's order such confirmation shall prevail. If and so far as these conditions are inconsistent with the provisions of the Sale of Goods Act 1979 the Supply of Goods (implied Terms) Act 1973 and the Supply of Goods and Services Act 1982 those provisions shall be excluded.

## **3. Status of Parties**

Neither of the parties to this agreement is dealing as a consumer and the customer hereby confirms that it is buying the goods for use in its business.

## **4. Price**

The Company reserves the right to vary the prices charged for any of its products at any time. Prices are exclusive of V.A.T unless otherwise stated. The Company also reserves the right to make an additional charge for handling and delivery on small orders.

## **5. Terms of Payment**

Accounts are due and payable 30 days from month end. If the customer fails to pay any account within the due period, the outstanding balance shall carry interest at a rate of 2% per month until payment, and the Company shall have the right (without prejudice to any other remedies it may have) to cancel or suspend any outstanding order and either alternatively, or in addition (but without notice to the customer) cease to make any further deliveries to the customer.

## **6. Availability of Goods**

Acceptance and completion of an order is subject always to the goods which have been ordered being available and the Company shall be under no liability to delay caused by the goods not being available for whatever reason.

## **7. Delivery**

Time of delivery of the goods, or performance of any part of this contract, is not to be of the essence of the contract. Any date for delivery given by the Company is the best estimate that can be made and the Company shall not be liable for any loss or damage caused by delivery being made after any quoted date, nor any consequential, loss or damage arising from the delay, howsoever caused.

## **8. Damaged or Faulty Goods and Short Deliveries**

Any damage, fault or shortage must be noted on the driver's copy of the delivery note at the time of delivery, and reported in writing to the Company within a period of three days from the date of receipt of the goods. The Company will not accept responsibility for any such claim unless so notified, and in any event the Company's liability will be limited to the repair or replacement of the goods agreed to be affected, whichever the Company may decide.

## **9. Access**

The customer agrees to provide unimpeded access for the employees and vehicles of the Company, its sub contractors and carriers on or into the customer's property for the purpose of delivering goods on behalf of the customer. Neither the Company, its sub-contractors or carriers, nor any of their respective employees shall be liable for any loss, injury or damaged caused to any person or property by or arising out of the entry of such employees or vehicles on or into the customers property, or for any consequential loss or damage arising

there from. In the event of the customer failing to provide unimpeded access, as set out above, the Company shall be entitled (but not bound) to store the goods at the customer's risk. The customer shall be liable to the Company for all expenses and/or loss incurred by the Company by reason for its failure to take delivery of the goods.

## **10. Risk and Title**

(a) The goods shall be and thereafter remain at the customer's risk from the time of delivery.  
(b) The Company at all times reserves the legal and beneficial ownership in goods sold by it until payment has been made by the customer in full of all sums owing by the customer to the company. Until such payment is made in full, the relationship of the customer to the Company shall be fiduciary and the goods supplied shall be stored complete in good condition and in such a way as to indicate clearly that they remain the property of the Company.

## **11. Cancellation by the Customer**

Orders accepted by the Company can be cancelled only with the written consent of the Company and then only upon payment of reasonable cancellation charges which shall include expenses already incurred and commitments made by the company.

## **12. Cancellation by the Company**

The Company shall be entitled to cancel the order by written notice and without prejudice to the recovery of any costs and expenses incurred by Company if :

- (a) The customer shall go into liquidation.
- (b) A distress or execution is levied or enforced upon or sued out against any of the chattels or property of the customer and is not paid out or discharged with in fourteen days.
- (c) An encumbrance takes possession or a Receiver is appointed of the undertaking of the customer or any of its properties or assets or if any resolution or petition to wind up the customer's business shall be passed presented.
- (d) The customer shall make or offer any arrangement or composition with its creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against it.
- (e) If the customer stops payment or ceases or threatens to cease to carry on its business or meet its debts or shall be in default of or in breach of any of its obligations to the Company under any contract or otherwise howsoever.

Without prejudice to those rights set out above the company shall be entitled, if it receives information from which it appears that the customer may be unable to its debts, to demand security prior to a delivery, either by payment in cash or by a Bank guarantee notwithstanding any terms of payment previously agreed and in the event that the customer is unable to provide such security the Company shall be entitled to withdraw from the contract without liability.

## **13. Definitions**

In these Conditions of Sale:-

"Customer" means the person purchasing goods from the Company under these conditions of sale.  
"Goods" means the articles, products, things, or any of them available from the Company.

## **14. Force Majeure**

(a) In the event of any circumstances, contingency or force majeure beyond the company's control preventing, impelling or interfering with the despatch or delivery of the whole or part of any goods, the Company reserves the right to suspend and/or cancel delivery without incurring liability for any direct or consequential loss, injury or damage, which may be caused or sustained by the customer and/or any third party in consequence of any such suspension and/or cancellation.

(b) The expression "force majeure" shall mean strikes, lock-outs and any event or circumstances beyond the immediate control of either party by which it becomes impossible or uneconomic to supply the goods being the subject to the contract, including without prejudice to the generality of the foregoing riots, civil commotions, war-national or international, emergency, destruction or damage due to natural forces, fires, explosions and compliance with orders or requests of any national or local authority.