

Express Screed Ltd - Terms & Conditions of Sale

1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 Customer means the person who buys or agrees to buy the goods from the Seller or an authorised person of the customer.
- 1.2 Conditions means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.3 Delivery Date means the date specified on the Order Form as to when the goods are to be delivered;
- 1.4 Goods means the articles which the Customer agrees to buy from the Seller;
- 1.5 Information Sheets means the 'preparation', 'technical data' and 'maintenance' sheets produced by the Seller as amended from time to time or such information sheets produced by the Seller in relation to the preparation and maintenance of the Goods
- 1.6 Order Form means the Acceptance Form/Purchase Order/Contract including Terms & Conditions of Sale.
- 1.7 Price means the price for the Goods excluding carriage, packing, insurance and VAT; and
- 1.8 Seller means Screed & Stone Ltd.
- 1.9 Site Address means the site address stated by the customer of the works.

2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions.
- 2.3 The Customer's (or Customer's representative) signature shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller prior to works commencing.

3 Price and payment

- 3.1 The Price shall be the Seller's quoted price. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2 Payment of the Price and VAT shall be due as per the conditions stated on the quotation. Time for payment shall be of the essence.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate prescribed in the Late Payment of Commercial Debts (Interest) Act 1998 as amended.

4 The Goods

- 4.1 The description of the Goods shall be as set out in the Seller's quotation and as noted by Manufacturer or British Standard.
- 4.2 The quantity/volume of the Goods shall be specified by the Customer and set out

overleaf. The Seller is not responsible for any loss if the quantity/volume ordered by the Customer is not correct.

4.3 The Seller may carry out a site survey of the Site Address prior to the Delivery Date but this is solely for the purposes of the Seller satisfying itself that the Customer is ready to take delivery and that the Seller can obtain access to the Site Address and is not a survey to verify the accuracy of the measurements provided by the Customer unless a separate arrangement has been agreed for a site survey paid for prior to works commencing.

5 Customer's Obligations

- 5.1 The Customer must ensure that the measurements in respect of the quantity/volume of Goods to be provided by the Seller are accurate.
- 5.2 The Customer must observe and perform the information contained in the Information sheets provided by the Seller which the Customer hereby acknowledges as having read and understood the same
- 5.3 The Customer must ensure that they are ready to take Advanced Delivery of the Goods on the Delivery Date. If the Customer is not ready to take Delivery of the Goods on the Delivery Date or Delivery is delayed, due to the Customer being unavailable, then the Seller reserves the right to charge a cancellation or re-delivery fee (the amount of such fee being at the sole discretion of the Seller).
- 5.4 The Customer may amend the quantity/volume of Goods at any time prior to 48 hours before the Delivery Date provided that if the quantity/volume is increased significantly creating capacity issues for the Seller then the Delivery Date may need to be changed and the Seller will not be responsible for any loss suffered by the Customer as a result of such rescheduling.
- 5.5 The Customer has the right to cancel Delivery of the Goods by giving notice in writing to the Seller. If notice is given less than 48 hours prior to works commencing the Seller reserves the right for the Customer to pay a cancellation fee (the minimum amount of the cancellation fee is £350.00 ex vat; final cancellation fee will be at the Seller's discretion).

6 Warranties and liability

- 6.1 The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
 - 6.2 Where the Seller only supplies the Goods and the Customer places the Goods the Seller will not be responsible for any loss or damage as a result of such placing.
 - 6.3 The Seller will not be responsible for any loss or damage suffered by the Customer as a result of not observing or performing the guidelines set out in the Information Sheets
- ## 7 Delivery of the Goods
- Delivery of the Goods shall be made to the Site Address on the Delivery Date. The

Customer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.

8 Acceptance of the Goods

- 8.1 The Customer shall be deemed to have accepted the Goods after delivery to the Customer.
- 8.2 After acceptance the Customer shall not be entitled to reject Goods which are not in accordance with the contract.

9 Title and risk

- 9.1 Title shall pass after payment has been received in full.
- 9.2 Risk shall pass on delivery of goods.

10 Remedies of Customer

- 10.1 Where the Customer rejects any Goods then the Customer shall have no further rights whatever in respect of the supply to the Customer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale unless payment has been received in full.
- 10.2 Where the Customer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Customer in respect of those Goods.
- 10.3 The Seller shall not be liable to the Customer for late delivery or short delivery of the Goods or any subsequent loss to programme.

11 Force majeure

Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible

12 Severance

If any provision of this agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the Seller it may be severed from these Conditions

13 Whole agreement

Each party acknowledges that these Conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

14 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

15 Third party rights

A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

16 Proper law of contract

This contract is subject to the law of England and Wales.