## **CONDITIONS OF SALE**

## THESE GOODS BELONG TO PORT & QUARRY SUPPLIES UNTIL FULL PAYMENT IS RECEIVED FROM THE CUSTOMER.

IF PAYMENT IS DELAYED BEYOND AGREED TERMS
PORT & QUARRY SUPPLIES RESERVE THE RIGHT TO CHARGE INTEREST ON OUTSTANDING BALANCE AT A RATE OF 2 % ABOVE NATIONAL WESTMINSTER BANK BASE RATE.

1. In these terms and conditions the expression "the Seller" means Port & Quarry Supplies

in a case where Port & Quarry Supplies is selling the goods as owner that Company and in a case where Port & Quarry Supplies is selling the goods as agent for the owner both Port & Quarry Supplies and the

owner of the goods sold.

2. These are the only terms and conditions upon which the Seller is willing to do business with you ("the Buyer"). No other conditions of contract will be accepted by the Seller nor will acceptance or receipt of any confirmation of order, invoice, advice note or other document or notification whatsoever constitute acceptance of any terms or conditions contained or referred to in such document. No amendment or variation of these terms and conditions is valid unless in writing and duly signed by an authorised officer of the Seller.

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3. The Seller shall in no circumstances be liable for any inaccuracy or misdescription of the goods sold or for any loss or damage either direct or consequential (including loss of profits) flowing therefrom or for any other cause whatsoever including any defect whatsoever in the goods notwithstanding any written or oral representation or warranty or condition which the Seller or its representative or agent may have made or given prior to or in the course of making or purporting to be part of the agreement for sale. All warranties or conditions whether express or implied by statute or otherwise are hereby expressly excluded as far as the law permits. Nothing in the foregoing shall however affect the Seller's liability (if any) for death or personal injury.

4. If the Seller shall supply to the Buyer goods or any part thereof especially made by, or procured from, the manufacturers by the

Seller at the Buyer's request then

the Seller does so as the manufacturers' agent

- the price is ex works based on the cost of materials wages transport charges and any other terms of the manufacturer prevailing at the date of the contract. If such cost of materials wages or transport charges increases or the manufacturers said terms vary before completion of the contract there shall be a corresponding increase or variation in the price the time for delivery shall be reckoned from the date of receipt by the Seller of complete instructions, approval of
- contracts, the deposit mentioned below and all details necessary for the construction or adaptation (as the case may be) of the goods
- 25 per cent of the total price of goods shall be paid as a deposit to the Seller when the Buyer places his order. In all cases payment shall be completed when the Buyer is notified by the Seller in writing that the goods are ready for despatch

despatch

(e) the goods shall be at the Buyer's risk from the time when the Seller informs the Buyer either verbally or in writing that the goods are ready for despatch and in any event when the goods have been delivered to or collected by the Buyer

(f) illustration and estimate drawings are not binding as to detail unless clearly so stated. They shall only be taken as conveying a general representation of the goods or any part thereof.

5. Subject to the goods (other than those to which Condition 4 hereof applies) being then unsold the agreement for sale shall be made upon the Seller confirming the Buyer's order either orally or by posting written confirmation to the Buyer from which time the goods shall be at the Buyer's risk. The Seller reserves the right to rescind the agreement either in whole or in part in the event of the goods or any part thereof becoming not available for delivery (either by the Seller or any other person) to the Buyer on account of the refusal or inability of any third party to fulfil punctually or at all his offer or obligations to the Seller or on account of any misdescription of the goods or any part thereof by any such third party to the Seller or to the Buyer. On such rescission the Seller shall refund to the Buyer so much (or if part only of the agreement is rescinded a proportionate part) of the price already paid by the Buyer to the Seller for or on account of the goods. Buyer to the Seller for or on account of the goods.

6. Health & Safety

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The Buyer shall be deemed by the acceptance of these conditions to have undertaken to take whatever steps are necessary to ensure so far as is reasonably practicable that the goods will be safe and without risk to health when properly used.

7. Unless otherwise agreed in writing the Buyer shall pay to the Seller the full price for all goods within 7 days of making the agreement for sale and in any case prior to the despatch or collection of the goods. For the purpose of this condition time shall be of the essence of the contract. If the Buyer does not make payment in full to the Seller within the seven day period, or such other period as agreed in writing, the Seller shall be entitled to interest therefrom until payment is made on any outstanding amount, at the rate of 10% above National Workshipster Bank base lending rate as there is from time to time.

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8. If the Buyer fails to take delivery within 15 days of the Seller posting to him notice that the goods are ready for despatch the Seller shall have the right (a) to resell the goods and (b) to keep any deposit paid by or on behalf of the Buyer and (c) to claim from

the Buyer any loss resulting from his failure to take delivery.

9. The Buyer shall indemnify the Seller in respect of any claim made against the Seller by their own suppliers or any other third party arising from the Buyer's failure to take delivery within 15 days of receiving notice that the goods are ready for despatch or the Buyer's failure to take proper precautions in dismantling or collecting the goods or the Buyer's failure in any way to observe the

- Buyer's failure to take proper precautions in dismantling or collecting the goods of the Buyer's failure in any way to observe the terms of his agreement with the Seller.

  10. (a) Title in the goods shall pass to the Buyer only on payment in full to the Seller for those goods

  (b) until such payment has been made the Buyer, if so required by the Seller, shall keep the goods in such a way that they are clearly identifiable as the property of the Seller

  (c) if the Buyer sells the goods before payment in full for them has been made to the Seller, the Buyer shall hold in trust for the Seller so much of the proceeds receivable by the Buyer as shall be necessary to satisfy the price of the goods

  (d) where title in the goods has not passed to the Buyer and where the Seller has reason to believe that the Buyer is about to become insolvent or to commit an act of bankruptcy or any sum owed by the Buyer to the Seller is not paid on or before its dire date the Seller shall be entitled to enter on any premises where such goods are situated for the purpose of re-taking due date the Seller shall be entitled to enter on any premises where such goods are situated for the purpose of re-taking possession of the same.
- possession of the same.

  11. Unless otherwise stated the goods are sold at site where lying. The Buyer is responsible for the collection loading and transport of the goods and the Seller accepts no responsibility for the Buyer failing to collect load or transport the whole or any part of the goods sold. If the Seller arranges for loading and/or transport thereof it does so as the agent of the Buyer and shall not be liable for any damage or loss either direct or consequential (including loss of profit) flowing therefrom.

12. Any time stated for delivery is given in good faith but as a business estimate only and is not binding on the Seller.

13. In the event of any circumstances of force majeure including but without limitation any industrial dispute, fire, flood, civil disturbance, breakdown of machinery, shortage of raw materials or fuel or power or any other cause beyond the Seller's control then the Seller may at its option cancel the whole or any part of any agreement with the Buyer without liability to the Buyer.

14. Any dispute arising under these terms and conditions and agreements to which they apply shall be referred to an Arbitrator to be appointed by the President for the time being of the Bristol Law Society and his decision shall be final and binding on both parties and this shall be deemed to be a submission to arbitration within the terms of the Arbitration Acts 1950 to 1979 or any

statutory modification thereof for the time being in force.

15. These terms and conditions and agreements to which they apply shall be subject to and construed in accordance with English