

Hale & Company (Drybrook) Ltd  
(hereinafter referred to as “we”, “us” or “the Company”)

**TERMS & CONDITIONS OF SALE**

General

These terms apply to all goods/services supplied by us. Orders are only accepted under these terms and they may not be altered or added to without our agreement. In the event of supplies being restricted or affected by war, fire, flood, strike, lockout, accident, or increase in cost of labour, transport or materials, or through other causes beyond our control, we shall be at liberty to revise or withdraw any quotation. We cannot be held liable for any delay arising directly or indirectly from causes beyond our control (including, without limitation, war, fire, flood, accident, strike, lockout or other labour disturbance) and such delay shall not entitle the customer to claim damages. Any typographical or clerical error or omission in any sales literature, quotation, price list or other document issued by us may be corrected without liability on our part.

Quotations

A quotation given by us is an invitation to treat and not an offer. We may withdraw or amend a quotation at any time prior to acceptance of orders.

Orders

Orders may be cancelled only with the agreement of a Company Signatory and you will indemnify us against all costs, claims, losses or expenses incurred as a result of the cancellation.

Prices

Prices are subject to revision without notice and will be those ruling at date of dispatch unless previously agreed by us in writing. Prices charged/quoted are subject to revision for errors and omissions at any time.

Goods

Our ability to supply the goods is subject to us holding them in stock or being able to obtain them.

Delivery and Unloading

Delivery to customer's premises or site is limited to as near as safe hard road permits and the public highway permits. Where necessary, the customer is to provide, without charge, labour required for unloading. If the driver is asked to drive on to a customer's property, then any damage incurred to our or your or third party property becomes the sole responsibility of the customer. We reserve the right to refuse to deliver goods to premises that are considered by our delivery drivers to be unsuitable or unsafe. We will remain liable for all losses caused by our own negligence.

Delivery dates and times are given in good faith, but are estimates only.

Time for delivery shall not be of the essence of the Contract.

For the avoidance of doubt, and without detracting from any other provisions of the Terms, We shall not be liable for any damages whatsoever direct or indirect (including for the avoidance of doubt of any liability to any third party) resulting from any delay in delivery of the Goods, or failure to deliver the Goods in a reasonable time – whether such a delay or failure is caused by our negligence or otherwise howsoever.

Acceptance of Goods

The customer will be deemed to have accepted delivery of goods:

- a. In the case of delivery by us when he breaks bulk or unloads the whole or part of the consignment; or
- b. In the case of any ex-depot collection by the customer when he leaves the boundaries of our depot or when original goods are altered in any way on instructions by the customer.
- c. When, on the customer's instructions, a consignment has been unloaded on an unattended site and therefore no receipt signature has been obtained.

Breakage, Shortage, Etc

Any claim relating to the quality or quantity of goods supplied must be made in writing to ourselves within seven days of delivery or before the goods are used, whichever is the earlier. In the absence of such notice, we shall be discharged from all liability in respect of such defects or short- or over-delivery. In the event of our accepting such a claim, our liability is limited to free replacement and delivery of the goods in question. For customers who arrange their own collection of goods ex-depot, we cannot accept any claim once he has left the boundaries of our depot. We cannot accept liability for consequential loss arising from a claim relating to the quality or quantity of goods supplied.

Warranty

It is the Buyer's responsibility to ensure that the Goods are suitable for the purpose to which they are intended to be used. No representation or warranty is given as to the suitability or fitness of the Goods for any particular purpose and the Buyer shall satisfy itself in this respect and shall be totally responsible therefore.

Packaging and Waste

We may charge for any special packaging to cover the cost of labour and materials and for pallets, crates and cases but any charges made for these latter items will be credited if they are returned to us carriage paid and in good condition, within 7 days of delivery. You will be responsible for the disposal of any waste arising from the goods and will comply with all applicable laws, regulations and waste management licences relating to such waste. You will indemnify us against all costs, liabilities and expenses arising from any breach by you of this clause.

Return of Goods

Delivery/acceptance of goods ordered discharges our responsibility. Where quantities of materials are estimated by us on the customers instructions, we accept no responsibility for the sufficiency or otherwise of the quantities for the job in question. Surplus goods due to incorrect ordering cannot be taken back by us, nor can any credit be issued, unless expressly agreed by us and a restocking charge will be made. We will not accept the return of goods which are liable to deteriorate or expire rapidly.

Samples

Samples are submitted as indicating only the class or type of materials quoted for, and no guarantee is given as to size or quantity of the bulk.

Terms of Payment

Monthly accounts are payable by the end of the month following the date of supply. In the case of non-payment of our account when due, the Company shall have the right to cancel any order or contract and cease supply without notice.

Interest and compensation for debt recovery costs

In the event that payment of the full price for the goods is not made to the Company by the due date, the Company reserves the right to charge any credit customer interest on the amount unpaid at a rate of 8% above the late payment reference rate and charge compensation for recovery costs as laid down by legislation.

Risk and Title to Goods

The risk in the goods shall pass to the customer on delivery/acceptance of goods. Notwithstanding delivery, title to the goods shall not pass to the customer until all sums due or owing on any account whatsoever by the customer to the Company have been paid in full. Until such time the customer shall hold the goods as bailee of and in a fiduciary capacity for the Company and shall:-

- (i) keep the goods marked and/or stored separately from other goods so as to be identifiable as the property of the Company;
- (ii) deliver the goods up to the Company on demand;
- (iii) permit the Company to enter upon the customer's premises or site in order to retake possession of the goods;
- (iv) keep the goods insured to their full market value PROVIDED ALWAYS that the risk of loss or damage to the goods shall pass to the customer on delivery/acceptance in accordance with these Conditions of Sale;
- (v) The customer is licensed to incorporate the goods in or use the goods as material for other goods or products (the New Goods). Where the goods are severable after such incorporation or use, the Company reserves the right to sever and remove the same. Where the goods are not so severable, then, when the goods are incorporated in or used as material for other goods or products, the New Goods shall be and deemed to be owned legally and beneficially by the Company and any other owner of the New Goods in common with that other owner. The Company shall be entitled to require the same to be sold in order to recoup the moneys owed to him. The Company's rights shall be limited to the proportion necessary to recoup the money owed to him in respect of the goods.
- (vi) The customer is licensed by the Company to use or to agree to sell the goods or the New Goods delivered to the customer subject to the express condition that the entire proceeds of any sale are held in trust for the Company and are not mixed with other moneys or paid into an overdrawn bank account and shall at all times be identifiable as the Company's money.

Limits of Contract

No binding contract is created until an order is accepted by the Company and all prior correspondence or oral communications are to be regarded as superseded and not forming part of the contract.

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Each provision of these Conditions of Sale is to be construed as a separate limitation applying even if, for any reason, one or other of the said provisions is held inapplicable or unreasonable in any circumstances.

Every contract to which these terms and conditions shall apply shall be construed in accordance with and governed in all aspects of the Laws of England.

Phone calls to/from us may be monitored or recorded under our quality control procedures.