

CONDITIONS OF SALE

- 1 GENERALLY THE FOLLOWING TERMS SHALL APPLY FOR THESE CONTRACT CONDITIONS.
THE COMPANY – LBT BRICK & FACADES LTD
THE CUSTOMER – THE OTHER CONTRACTING PARTY
THE CONTRACT – THE CONTRACT BETWEEN LBT BRICK & FACADES LTD AND THE OTHER CONTRACTING PARTY
- 2i THE CONTRACT SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS WHICH THE CUSTOMER SHALL BE TAKEN TO HAVE ACCEPTED UNLESS OTHERWISE AGREED IN WRITING.
- ii THE TERMS OF THE COMPANY'S QUOTATION SHALL FORM PART OF THE CONTRACT.
- iii NO ORAL STATEMENT, REPRESENTATION OR PROMISE MADE BY AN EMPLOYEE OR AGENT OF THE COMPANY SHALL BE TREATED AS AUTHORISED OR BINDING NOR SHALL IT HAVE ANY CONTRACTUAL EFFECT UNLESS IT IS CONFIRMED IN WRITING.
- 3i PRICES ARE QUOTED NETT AND EXCLUSIVE OF VAT. CHARGEABLE AT THE STANDARD RATE UNLESS OTHERWISE STATED IN THE ACCEPTANCE OF ORDER.
- ii ALL PRICES GIVEN, QUOTED OR STATED IN THE ACCEPTANCE OF ORDER ARE SUBJECT TO VARIATION DUE TO FLUCTUATION IN COSTS OF RAW MATERIALS, FUEL, LABOUR AND OTHER COSTS.
THE CONTRACT PRICE IS THE COMPANY'S RULING PRICE AT THE TIME OF DELIVERY OF THE GOODS.
IF IN INSTALMENTS THE CONTRACT PRICE IS THAT RULING AT THE TIME OF DELIVERY OF EACH INSTALMENT.
- iii QUOTATIONS GIVEN CONSTITUTE AN OFFER FOR 28 DAYS FROM THE DATE OF THE QUOTATION ONLY. ANY ORDER OR ACCEPTANCE OF A QUOTATION RECEIVED THEREAFTER REQUIRES A CONFIRMATION BY THE COMPANY.
- iv ALL QUOTATIONS, CONTRACTS AND ORDERS ARE SUBJECT TO AVAILABILITY OF GOODS AT THE TIME OF THE ORDER AND TO AVAILABILITY OF TRANSPORT AS AND WHEN REQUIRED. IF THE GOODS ARE NOT AVAILABLE OR ARE ONLY AVAILABLE AT INCREASED COST TO THE COMPANY, THEN THE COMPANIES OBLIGATION HEREUNDER SHALL IF THE COMPANY SO ELECTS FORTHWITH CEASE.
- 4 THE COMPANY WILL ENDEAVOUR TO COMPLY WITH THE CUSTOMERS DELIVERY REQUIREMENTS, HOWEVER, THE COMPANY IS NOT TO BE LIABLE FOR DELAY IN DELIVERY OR FOR ANY DAMAGE, LOSS OR INJURY ARISING FROM OR CONNECTED WITH DELAY IN DELIVERY OR FAILURE TO USE BEST ENDEAVOURS.
- 5 GOODS CAN ONLY BE SUPPLIED AND ANY APPLICABLE DISCOUNTS GRANTED UPON TERMS THAT PAYMENT FOR THE GOODS WILL BE MADE WITHIN 30 DAYS OF THE END OF THE MONTH, DURING WHICH THE DATE OF SUPPLY OR THE DATE OF THE INVOICES FALLS, WHICHEVER IS THE EARLIEST DATE.
- 6 QUOTATIONS FOR DELIVERY BY LORRY ARE FOR FULL LOADS AND INCLUDE NOT MORE THAT 90 MINUTES FOR UNLOADING THE LORRY AFTER ITS ARRIVAL TO ITS DESTINATION, AND BASED ON THE ASSUMPTION THAT THERE IS AN UNOBSTRUCTED, GOOD HARD SURFACE GIVING ACCESS TO THE UNLOADING POINT. DELIVERIES ARE ONLY UNDERTAKEN ON CONDITION THAT THE COMPANY WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO GOODS EITHER IN TRANSPORT OR DURING OR RESULTING FROM UNLOADING OR HANDLING ON THE SITE. SHOULD FOR ANY REASON UNLOADING BE RESTRICTED OR REFUSED THE COMPANY RESERVES THE RIGHT TO WITHHOLD DELIVERY AND TO CHARGE FOR ABORTIVE JOURNEYS.
- 7 THE CUSTOMER MUST ACCEPT FULL RESPONSIBILITY FOR THE GOODS ORDERED FOR THE PURPOSE FOR WHICH THEY ARE PUT.
- 8 ALL GOODS OF ANY DESCRIPTION ARE SOLD AT THE CUSTOMERS RISK ENTIRELY AND THE COMPANY TAKE NO RESPONSIBILITY FOR THESE GOODS OR THEIR BEHAVIOUR IN WORK.
- 9 IN THE EVENT OF A CUSTOMER HAVING OR WISHING TO MAKE ANY CLAIM OR COMPLAINT RELATING TO THE GOODS WHETHER FOR SHORTAGE, DEFECTIVE QUALITY, UNSUITABILITY OR FOR ANY DISCREPANCY OR FAULT OF WHATEVER KIND AS TO NUMBER, CONDITION, QUALITY OR DESCRIPTION OF GOODS OR OTHERWISE OR WHETHER OF ANY OTHER NATURE, THEN THE CUSTOMER SHALL GIVE WRITTEN NOTIFICATION THEREOF TO THE COMPANY WITHIN 48 HOURS OF THE DELIVERY OF THE LOAD GIVING RISE TO THE CLAIM OR COMPLAINT. THIS OBLIGATION TO GIVE NOTICE IS A CONDITION OF THIS CONTRACT AND IS IMPOSED SO THAT THE COMPANY MAY ITSELF GIVE NOTICE TO ANY MANUFACTURER OR OTHER PARTY INVOLVED.
- THE COMPANY WILL ENDEAVOUR TO SATISFY SUCH CLAIM OR COMPLAINT AND WILL ALSO ENDEAVOUR TO PERSUADE ANY MANUFACTURER OR OTHER PERSON INVOLVED TO SATISFY SUCH CLAIM OR COMPLAINT. THE COMPANY SHALL HAVE THE RIGHT TO EXAMINE GOODS. SAVE AS AFORESAID THE COMPANY SHALL BE UNDER NO LIABILITY IN RESPECT OF SHORT DELIVERY, DEFECTIVE GOODS, FAILURE TO COMPLY WITH DESCRIPTION OR LACK OF QUALITY OR IN RESPECT OF ANY OTHER CLAIM OR COMPLAINT RELATING TO THE GOODS OF ANY KIND OR NATURE WHATSOEVER.
- 10 THE COMPANY CAN IN NO CIRCUMSTANCES ACCEPT LIABILITY FOR DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF WHATSOEVER NATURE.
- 11 ORDERS MAY ONLY BE CANCELLED WITH THE COMPANY'S CONSENT IN THE EVENT OF ANY SUCH CANCELLATION THE COMPANY SHALL BE ENTITLED TO BE PAID ANY PROFIT IT MIGHT HAVE MADE IF THE ORDER HAD BEEN CARRIED OUT AND ALSO ANY EXPENSE, LOSS OR DAMAGE WHICH IT MAY HAVE INCURRED.
- 12 NO WARRANTY, CONDITION, DESCRIPTION OR REPRESENTATION ON THE PART OF THE COMPANY IS GIVEN OR IS TO BE IMPLIED FROM ANYTHING SAID OR WRITTEN IN THE NEGOTIATIONS BETWEEN THE COMPANY AND THE CUSTOMER PRIOR TO ANY CONTRACT INCORPORATING THESE CONDITIONS AND ALL CONDITIONS, WARRANTIES AND TERMS, WHETHER STATUTORY EXPRESS OR IMPLIED OR OTHERWISE (SAVE AS MAY BE EXPRESSLY SET OUT HEREIN OR IN ANY WRITTEN MEMORANDUM OR CONTRACT INCORPORATING THESE CONDITIONS) ARE EXCLUDED BY THE COMPANY.
- 13 SAMPLES (IF ANY) ARE ONLY SUBMITTED AS INDICATIVE OF THE CLASS OF BRICK, WITHOUT ANY GUARANTEE AS TO SIZE, COLOUR OR QUALITY OF THE BRICK. THE COMPANY WILL ENDEAVOUR TO COMPLY WITH ANY SAMPLE BUT IT IS TO BE UNDER NO LIABILITY FOR FAILURE TO ENDEAVOUR TO COMPLY AFORESAID OR FOR FAILURE TO PROVIDE THE SIZE OR COLOUR OR QUALITY SELECTED.
- 14 ANY CONDITIONS OR OTHER TERMS PUT FORWARD ON BEHALF OF THE CUSTOMER IN HIS ORDER ARE EXPRESSLY EXCLUDED. IN THE EVENT OF THERE BEING ANY CONFLICT OR AMBIGUITY RELATING TO OR ARISING FROM THE TERMS OF THIS CONTRACT THEN SUCH CONFLICT OR AMBIGUITY SHALL BE DETERMINED IN FAVOUR OF THE COMPANY.
- 15 ALL QUOTATIONS ARE SUBJECT TO DELIVERY NOT BEING AFFECTED BY STRIKES, LOCK-OUTS, COMBINATION OF WORKMEN, FIRE, FOG, ICE, ACCIDENT OR OTHER UNFORESEEN OR UNEXPECTED CAUSES OR THE STOPPAGE AT THE WORKS OF THE MAKER FROM ANY CAUSE WHATSOEVER.
- 16 IN THE CASE OF NON-PAYMENT OF ANY ACCOUNT WHEN DUE THE SELLERS MAY, IF THEY THINK FIT, STOP ALL FURTHER DELIVERIES UNTIL ALL ARREARS ARE PAID OR CANCEL ANY CONTRACTS AS TO ALL OR ANY PART OR PARTS FOR FUTURE DELIVERIES.
- 17 **NON-PAYMENT** IN ADDITION TO SUCH OTHER RIGHTS THE COMPANY MAY HAVE, THE COMPANY SHALL BE ENTITLED TO CHARGE INTEREST ON OVERDUE PAYMENTS TO THE COMPANY AT THE RATE OF 5% PER ANNUM ABOVE THE BASE RATE FOR LENDING AT THE ROYAL BANK OF SCOTLAND PLC.
- 18 RISK SHALL PASS TO THE CUSTOMER WHEN THE GOODS ARE UNLOADED IN THE CASE OF DELIVERY TO SITE AND IMMEDIATELY UPON LOADING WHERE THE GOODS ARE COLLECTED FROM THE COMPANY'S / MANUFACTURER'S PREMISES BY THE CUSTOMER ON HIS BEHALF.
- 19i TITLE TO THE GOODS SHALL PASS TO THE CUSTOMER WHEN PAYMENT IN FULL THEREFORE HAS BEEN MADE OR WHEN THE COMPANY SERVES WRITTEN NOTICE UPON THE CUSTOMER SPECIFYING THAT TITLE IN THE GOODS HAS PASSED WHICHEVER SHALL OCCUR SOONER AND THE CUSTOMER SHALL PERMIT THE SERVANTS OR AGENTS OF THE COMPANY TO ENTER ONTO THE CUSTOMER'S PREMISES OR THE SITE UPON WHICH THE GOODS ARE LOCATED TO REPOSSESS THE SAME AT ANY TIME PRIOR THERETO.
- ii THE CUSTOMER SHALL BE ENTITLED TO RESELL THE GOODS OR PART THEREOF PRIOR TO THE PASING OF TITLE ONLY UPON THE CONDITION THAT THE CUSTOMER WILL HOLD ON TRUST FOR THE COMPANY SO MUCH OF THE PROCEEDS OF SALE RECEIVED BY THE CUSTOMER UNDER CONTRACTS WHICH INCLUDE ANY OF THE GOODS HEREBY SOLD EITHER IN THEIR ORIGINAL OR ALTERED STATE AS ARE NECESSARY TO DISCHARGE PAYMENT IN FULL TO THE COMPANY.
- 20 **LAW** THE LAW APPLICABLE TO THIS CONTRACT IS ENGLISH LAW AND THE PARTIES HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.