

TERMS AND CONDITIONS OF SALE

In these conditions all references to "The Company" shall be construed as meaning Keystone Roofing Supplies Ltd. and the expression "The Customer" shall be construed as meaning the party with whom the Company is contracting for the supply of goods or provisions of service.

1. Applicability

Unless otherwise expressly agreed by the Company in writing, these Conditions shall apply to all contracts for the sale of goods and/or the provision of services entered into by the Company with any Customer. No servant or agent of the Company acting on his own shall have the power to alter or in any way vary these Conditions. Any attempt by any Customer to vary these conditions or to substitute alternative conditions whether in writing or otherwise shall be of no effect.

2. Orders

- a) All orders are taken subject to the availability of goods and materials in stock and the Company reserves the right to alter the specification of, or to withdraw any item without prior notice.
- b) Any order received by the Company in pursuance of a quotation or otherwise and whether made orally or in writing shall be deemed to be an offer to contract and no binding and valid contract shall be effected unless and until the Company accepts the Customer's offer.

3. Prices

- a) Save where expressly stated all prices quoted are exclusive of Value Added Tax.
- b) The Company reserves the right at any time to alter any of its prices without notice. In respect of goods delivered after such change of price, the price charged shall be the price ruling at the date of despatch of the goods by the Company.
- c) Where the quotation price is stated to include delivery this means delivery during the normal working hours of the Company (details of which are available on request) and additional charges will be made for any delivery outside those normal working hours.

Payment

- a) Unless otherwise agreed all prices are net and shall not be subject to any discount and accounts shall be due for payment on or before the last day of the month following the month of delivery.
- b) If and so long as the Customer is in arrear with any payments due hereunder the Company may at its sole discretion suspend further deliveries under this and/or any other contract with the Customer whether made before or after this contract.

4. Delivery

- a) Any dates and times quoted for delivery are estimated only and time shall not be the essence of the Contract.
- b) Where the company is to deliver goods delivery will be as near to the place where the Customer requires delivery to be made as, in the absolute discretion of the Company, a safe, hard road permits.
- c) The Customer shall be responsible for the unloading of the goods and the Company shall not be liable for any damage that occurs in the course of unloading. A maximum period of two hours is allowed for the purpose of unloading each vehicle and if the unloading period for any reason extends beyond the two hours allowed, demurrage will be charged at the Company's current rates from time to time in force.
- d) Where appropriate mechanical handling or craneage should be available and provide by the customer on site to facilitate the unloading of components from delivery vehicles.
- e) If the Customer, his agents or sub-contractors shall refuse or otherwise fail to accept delivery, payment in respect of those goods shall be due within seven days of receipt by the customer of written notification from the Company that the goods are ready for dispatch and charges for storage and demurrage shall be calculated on the basis of the Company's current rates from time to time in force and shall be for the account of the customer.

5. Force Majeure

The Company shall be under no liability if it is unable to carry out any order (including delays in delivery) for any reason beyond its control including, without prejudice to the generality of the foregoing, Act of God, fire, inclement or exceptional weather conditions, official or unofficial industrial action, hostiles, shortage of labour materials, power or other supplies, governmental order or intervention or any other cause whatsoever beyond the Company's control or of an unexpected or exceptional nature.

6. Title to Goods

Ownership in any goods supplied by the Company shall not pass to the Customer until payment for such goods has been received by the Company in full. Until the time of actual payment to the Company of the total amount owing in respect of goods the Customer shall hold the goods for the Company as bailee and shall store the goods in such a way as to be clearly identifiable as the property of the Company. Until such time the Customer shall not be entitled to sell the goods or deal with them in any way that is not consistent with the Company's ownership of the goods and the Customer hereby irrevocably authorises the company and any of its agents to enter upon the property where the goods are kept to remove those goods.

7. Technical Specifications

- a) The Customer shall be solely responsible for taking all necessary measurements and dimensions and shall notify all measurements and dimensions to the Company in writing and the Company shall not be liable for any loss resulting from inaccuracy in such measurements and dimensions.
- b) The storage, handing and erection of timber components should where appropriate be in accordance with the Trussed Rafter Association's recommendations. Details of these recommendations are available upon request.

8. Liability

The liability of the Company in any case shall be limited to the replacement of any goods that are defective.

9. Return of Goods

The Company will not accept the return of any goods supplied in accordance with any contract except by written agreement and the Company accepts no liability whatsoever for goods returned in any other circumstances.

10. Arbitration

All disputes or differences which may arise touching the provisions hereof or the rights and liabilities of the parties hereunder shall (unless otherwise provided) be referred to arbitration in England under the Arbitration Acts 1950 to 1979 or any modification by an arbitrator to be agreed on by the parties or in default thereof appointed by the President for the time being of the Law Society.

11. Applicable Law

All contracts to which these Conditions apply shall in all respects be governed by and construed in accordance with the Law of England.

12. Complaints

Complaints regarding all the goods supplied must be notified to the supplier within twenty-four hours from the time the goods are received on site.