

Standard Terms & Conditions of Sale

1. DEFINITIONS

"Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by Us.

"Consumer" means a consumer as defined by the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1994.

"the Contract" means any contract for the supply of Goods incorporating these Conditions.

"the Goods" means the goods or where the context permits the services which You agree to buy from Us.

"the Price" means the price for the Goods excluding carriage, packing, insurance and VAT, except where specifically stated.

"We and Us" means Supplytrade Limited (T/A Harvey Waddington or Teepol Products)

"You" means the person or organisation who buys or agrees to buy the Goods from Us.

2. CONDITIONS APPLICABLE

2.1 - These Conditions shall apply to all contracts for the sale of Goods by Us to You to the exclusion of all other terms and conditions including any terms or conditions which You 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 You pursuant to these Conditions.

2.3 - Acceptance of delivery of the Goods shall be deemed conclusive evidence that You accept 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 Us.

2.5 - Quotations, including any price lists, are invitations to treat only and shall lapse 90 days from the date of quotation.

2.6 - You shall be responsible for ensuring the accuracy of any order placed with Us, including any applicable designs, drawings or specifications relating to it. You will provide Us with any further information concerning the Goods which may be required to fulfil the order within such reasonable time as permits the Contract to be fulfilled.

2.7 - We shall not be liable in respect of any misrepresentation made by Us our servants or agents to You your servants or agents as to the condition of the Goods their fitness for any purpose or as to quantity or measurements unless the representation is;

- 2.7.1 - made or confirmed in writing by Us; and/or
- 2.7.2 - fraudulent

2.8 - Without prejudice to 2.7 these Conditions, while We take every precaution in the preparation of our catalogues technical circulars and other literature these documents are for your general guidance only and statements made therein (in the absence of fraud on our part) shall not constitute representations by Us and We shall not be bound by them.

3. THE PRICE AND PAYMENT

3.1 - We base our quotations and the Price on costs prevailing at the time when they are given or agreed. We shall be entitled at any time prior to delivery to increase the Price of the Goods to reflect any increase in the cost to Us which is due to factors occurring after the making of the Contract of sale which are beyond our reasonable control (including, without limitation, foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs).

3.2 - Our quotations are based on prices applicable to the quantity specified. In the event of orders being placed for lesser quantities We shall be entitled to adjust the Price of the Goods as ordered to take account of the variation in quantity.

3.3 - Payment of the Price and VAT shall be due within 20 days of the end of the month of the invoice unless other credit terms have been agreed. In the event that the Contract requires payment to be made to Us before the delivery of the Goods this will be communicated to You before We accept your order. You must accept such provision before your order will be processed and payment in cleared funds will then be due before delivery. Time for payment shall be of the essence.

3.4 - 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 permitted by the Late Payment of Commercial Debts (Interest) Act 1998 and shall accrue at such a rate after as well as before any judgment.

3.5 - If you fail to make any payment on the due date then without prejudice to any of our other rights We may;

- 3.5.1 suspend or cancel deliveries of any Goods due to You and/or
- 3.5.2 appropriate any payment by You to such of the Goods (or Goods supplied under any other Contract with You) as We may in our sole discretion think fit.

3.6 - You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counter claim which You may have or allege to have for any reason whatever.

3.7 - We shall be entitled at all times to set off any debt or claim of whatever nature which We may have against You against any sums due by Us to You.

4. DELIVERY

4.1 - Delivery shall be effected when the Goods are tendered for delivery by Us or by our supplier to an address specified by You in the Contract.

4.2 - Delivery dates are given in good faith but are approximate only.

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

4.4 - We shall not be liable for any loss or damage whatever (whether direct or consequential) due to failure by Us to deliver the Goods (or any of them) promptly or at all whether such failure is caused by our negligence or otherwise howsoever.

4.5 - We reserve the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Our failure to deliver any one or more instalments or any claim by You of any one or more instalments shall not entitle you to treat the Contract as a whole as being repudiated.

4.6 - Where We intend to deliver the Goods by full load, but You request delivery by instalments, We may reserve the right to levy additional charges in respect of such additional deliveries.

4.7 - You shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery including the provision of such labour as is necessary to unload the Goods with reasonable speed. Where our delivery vehicle has attended on the agreed delivery date and has been kept waiting for an unreasonable time, been obliged to return without unloading the Goods, We have been obliged to provide additional staff to unload the Goods or You have failed to accept delivery of the Goods for any reason whatsoever an additional charge will be made.

4.8 - We shall deliver the Goods as near as possible to the address specified in the Contract as a safe hard road permits. We reserve the right not to deliver the Goods to premises considered in the absolute discretion of our driver to be unsuitable. If a vehicle used to perform our Contract with You is obliged to deliver or collect a load to or from any place not situated on a public highway, You agree to be solely responsible for any accident or damage and to indemnify us fully in respect of all actions, claims, proceedings, cost and damages (including any damages or compensation paid by Us on the advice of our legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of such accident or damage.

4.9 - If the Goods are to be delivered to premises which are neither owned nor controlled by You, You agree to be responsible for ensuring that all applicable regulations are complied with and that such steps are taken as is necessary at all times for the protection of persons or property and You agree to indemnify Us fully in respect of all actions, claims, proceedings, costs and damages (including damages or compensation paid by Us on the advice of our legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of your failure to ensure such compliance and adequate protection.

5. INSPECTION

5.1 - You shall inspect the Goods at the time and place of unloading and ascertain that they are in accordance with the Contract. These Conditions do not require You to break packaging and/or unpack Goods which are intended to be stored before use.

5.2 - You must give us notice within 2 working days of short delivery, otherwise the Goods will be deemed to have been delivered in the quantity shown in our delivery documents and You will be deemed to have accepted the Goods. Our liability for short delivery is limited to making good the shortage and You shall not be entitled to reject the Goods or claim damages for short delivery, howsoever caused.

5.3 - Where it is or would have been apparent on a reasonable inspection that the Goods do not conform with Contract or You must give us notice within 7 working days. If You do not give us such notice and You are not a consumer You will be deemed to have accepted the Goods. You are deemed to have accepted the Goods if you have used them or incorporated them in any way.

5.4 - We endeavour for the illustrations on the web site to be a true representation of the product. However we take no responsibility for any discrepancy that may occur.

6. TITLE AND RISK

6.1 - The Goods shall be at your risk as from delivery.

6.2 - In spite of delivery having been made, property in the Goods shall not pass from Us until:

- 6.2.1 You have paid the Price plus VAT in full; and
- 6.2.2 No other sums whatever shall be due from You to Us.

6.3 - Until property in the Goods passes to You in accordance with the clause 6.2 You shall hold the Goods and each of them on a fiduciary basis for Us. You shall store the Goods (at no cost to Us) separately from all other Goods in your possession, without interfering with any identification marks labels batch numbers or serial numbers and marked in such a way that they are clearly identified as our property.

7. WARRANTIES

7.1 - We warrant that the Goods will be of satisfactory quality at the time of delivery but no warranty is given that Goods are fit for any particular purpose (whether or not such a purpose has been made known to Us).

7.2 - Subject to the foregoing all conditions, warranties and representations whether express or implied by statute (other than section 12 of the Sale of Goods Act 1979 as amended), common law, usage, trade, custom or otherwise in relation to the Goods are hereby excluded. No negotiations or statements made prior to the conclusion of the Contract shall form a part of the Contract unless they are expressly repeated therein or made in writing by a duly authorised representative of Us.

7.3 - Where the purchase of the Goods also includes the provision of services by Us We warrant that such services will be carried out with reasonable care and skill. We undertake to use all reasonable endeavours to remedy free of charge to You any faulty work arising from a breach of this warranty which is reported to Us in writing within one month after performance of Us of such work. If We rectify such faulty work within a reasonable period of time, then We will have no liability of any kind in respect of or arising from such faulty work.

7.4 - Your statutory rights as a customer are not affected by these Terms and Conditions.

8. INDEMNITY

8.1 - You shall indemnify Us and keep Us indemnified in respect of all claims arising directly or indirectly from your use or possession of the Goods, including any indirect loss and/or expense (including loss of profit) suffered by You of this Contract.

8.2 - In the event of any breach of this Contract by us the remedies available to You shall be limited to damages. Under no circumstances shall the liability of Us exceed the Price of the Goods.

8.3 - Nothing in this Contract shall restrict or exclude liability for death or personal injury caused by the negligence of Us or affect the rights of You where You are dealing as a Consumer.

9. CONTRACTS (Rights of Third Parties) Act 1999

9.1 - A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. FORCE MAJEURE

10.1 - We shall not be liable to You or be in breach of these Conditions or the Contract by reason of any delay in performing, or failure to perform any of our obligations if the delay or failure was beyond our reasonable control (including, without limitation any strike, lockout or other industrial action, act of God, war or threat of war, accidental or malicious damage, prohibition or restriction by governments or other legal authority).

10.2 - Where We claim that We are unable to perform our obligations under these Conditions or the Contract (either on time or at all) as a result of the circumstances set out in clause 10.1 We will immediately notify You of the nature and extent of the circumstances in question.

11. AMENDMENT AND WAIVER

11.1 - No variation of these Conditions or the Contract shall be effective unless it is made in writing and is signed by the parties.

11.2 - No omission or delay upon the part of any party in exercising any right, power or privilege under the Conditions shall operate as a waiver by that party of any right to exercise it in the future.

12. ENTIRE AGREEMENT

12.1 - This Contract forms the entire agreement between the parties and neither has relied on any representations or warranty except as expressly set out in these Conditions or agreed in writing between the parties.

12.2 - These Conditions supersede any prior agreements, understandings and arrangements between, or any oral or written representations made by, parties to it relating to its subject matter.

13. LAW AND JURISDICTION

13.1 - These Conditions and the Contract shall be governed by and construed in all respects in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

13.2 - If any dispute shall arise between the parties as to the meaning of any Contract or any matter arising therefrom then it shall be referred to the determination of an arbitrator to be appointed by the parties or (in default of agreement within 21 days of the service upon one party of a written request to concur in such appointment) by the time being of the Chartered Institute of Arbitrators.