

# A L KING ROOFING LIMITED

## TERMS & CONDITIONS - SUPPLY

1. **DEFINITIONS**
  - 1.1 In these conditions
  - 1.2 "Buyer" means the purchaser of Goods from the Company.
  - 1.3 "Company" means A L King Roofing Limited.
  - 1.4 "Conditions" means these conditions.
  - 1.5 "Contract" means the contract for the supply of the Goods subject to these Conditions in return for the Contract Price.
  - 1.6 "Contract Price" means the price for the Goods.
  - 1.7 "Customer" means a natural person who in making the Contract is not acting for the benefit of or in the course of a business
  - 1.8 "Delivery Date" means the date(s) agreed by the Company and the Buyer and confirmed by the Company in writing for the delivery of the Goods.
  - 1.9 "Goods" means the goods and materials (or any part of them) to be supplied by the Company.
2. **FORMATION OF CONTRACT**
  - 2.1 Any order sent to our placed with the Company by the Buyer (whether or not pursuant to a quotation) shall be accepted at the discretion of the Company and will be accepted on these Conditions.
  - 2.2 Acceptance will be by way of a Company order acknowledgement form.
  - 2.3 These Conditions override any contrary or additional conditions proposed by the buyer.
  - 2.4 The Buyer acknowledges that in entering into the Contract it does not rely on any representation made by the Company, its agents or employees save for any such representation made or confirmed by the Company in writing.
3. **QUOTATIONS**
  - 3.1 Quotations are provided by the Company using information and prices available at the date of issue. The Company reserves the right to withdraw or amend any quotation at any time.
  - 3.2 All quotations are exclusive of VAT.
4. **PRICE - PAYMENT**
  - 4.1 The Contract Price is stated exclusive of VAT which will be added to the Company's interim or final application/invoices at the then current rate.
  - 4.2 Invoices shall be due immediately and paid within 14 days of date.
  - 4.3 Interest on unpaid invoices will accrue on a daily basis from the 15<sup>th</sup> day after date until payment at the rate of 5% above National Westminster Bank PLC's base rate from time to time.
  - 4.4 The Buyer shall not deduct from or set off against any sum invoiced by the Company under the Contract and these Conditions any sum claimed or due from the Company by the Buyer arising out of or in connection with the Contract, agreement or obligations between them.
  - 4.5 If the Buyer fails to pay any invoice within 14 days of the date then without prejudice to any of the Company's other rights the Company may:
    - 4.5.1 postpone or cancel any further deliveries of Goods under the Contract and/or goods under any other Contract; and/or
    - 4.5.2 terminate the Contract and/or any other Contract, and in either case recover from the Buyer any unfixed Goods delivered under the Contract or any other Contract.
5. **DELIVERY**
  - 5.1 Delivery of the Goods will be made on the Delivery Date.
  - 5.2 Unless specifically requested by the Buyer and confirmed by the Company in writing delivery of the Goods will take place at the Company's premises.
  - 5.3 Where the Company agrees to deliver Goods away from its premises delivery will be made to a metalled road or area in or the nearest metalled road or area adjacent to the address, for delivery confirmed by the Company.
  - 5.4 Where it becomes apparent that the Delivery Date will not be met for reasons beyond the Company's control the Delivery Dates shall be extended by such time as reasonable.
  - 5.5 The Buyer will ensure that on the Delivery Date a representative of the Buyer will be available to take delivery of the Goods.
  - 5.6 The Company shall be entitled to invoice the Buyer for any costs relating to storage of Goods, and/or postponed, delayed, or cancelled delivery, and/or additional deliveries incurred as a consequence of the Buyer's breach of Contract or these Conditions.
6. **ACCEPTANCE OF GOODS**
  - 6.1 Except where the Buyer is a Consumer the Buyer shall be deemed to accept the Goods on delivery.
  - 6.2 Notwithstanding clause 6.1 the Company shall, at its option, replace free of charge any Goods that are defective or damaged during delivery or issue to the Buyer a credit note in their respect provided that notice of defects or damage are reported to the Company within 2 working days of delivery.
7. **RISK IN PROPERTY**
  - 7.1 Goods shall be at the Buyer's risk from delivery.
  - 7.2 Property in the Goods shall not pass to the Buyer until:
    - 7.2.1 they become fixed; or
    - 7.2.2 the Buyer has paid the Contract Price and no other sums whatsoever are due from the Buyer to the Company.
- 7.3 Until property in the Goods passes to it the Buyer shall store the Goods (at no cost to the Company) separately from all other materials in its possession and marked clearly to identify them as the Company's property.
8. **VARIATIONS**
  - 8.1 The Company is not obliged to accept or make any variations to the Contract, Goods or Delivery Date and no variation will be binding on the Company unless accepted by it in writing.
  - 8.2 Where a variation proposed by the Buyer will affect the Contract Price the Company may provide a written variation quotation.
  - 8.3 The Company may make acceptance by it of any proposed variation to the Goods conditional upon a revision of the Delivery Date.
  - 8.4 If instructed by the Customer to proceed the Company will issue a variation acceptance and the Contract Price and Delivery Date will be amended accordingly.
9. **WARRANTIES AND LIABILITY**
  - 9.1 Unless expressly stated by the Company in writing Goods are not sold as being fit for any particular purpose or situation and any term, condition or warranty implied by statute or otherwise is, in so far as the law permits, excluded.
  - 9.2 Samples as provided by the Company to show substance and general character only. The Company does not accept liability for any variation in colour, size, thickness or shape between samples and the Goods, or between the Goods, where the Goods are natural products.
  - 9.3 Except;
    - 9.3.1 where the buyer is a Consumer;
    - 9.3.2 in respect of death or personal injury caused by the negligence of the Company; or
    - 9.3.3 under clause 6.2, the Company's total liability to the Buyer arising from or in connection with the Contract of the Goods is limited to the Contract Price.
  - 9.4 Except to the extent of the Company's liability under clause 9.3.2 the Buyer shall indemnify the Company in respect of any proceedings, claims, demands, liability or loss whatsoever arising out of or in connection with the Goods or their storage, transportation, use or resale by any person other than the Company.
10. **GOODS DELIVERED TO BUYERS SPECIFICATION**
  - 10.1 The Buyer warrants the accuracy of any drawings, specifications, calculations, quantities or particulars supplied by it to the Company.
  - 10.2 The Company shall have no liability whatsoever to the Buyer arising from any delay in delivery, shortfall or excess in the Goods delivered based on its reliance on the warranty under clause 10.1.
  - 10.3 Where any errors or omissions in any drawings, specifications, calculations, statements or particulars supplied by the Buyer cause;
    - 10.3.1 the quantity or quality of Goods to be less than required by the Buyer the supply of any additional Goods shall be by way of a variation subject to the provisions of section 8 or by way of an additional contract;
    - 10.3.2 the quantity of Goods to be greater than required the Company may at its discretion accept the return of excess Goods and issue to the Buyer a credit note for such sums as it sees fit respect of them.
11. **DRUMS, CRATES, PALLETS ETC**
  - 11.1 Where the Contract Price includes a specific charge for drums, crates, pallets etc the Company will credit the buyer with the price of such items on their return in satisfactory condition to the Company. Otherwise the Company is under no obligation to provide any credit against such returned items.
12. **INSOLVENCY OF CUSTOMER**
  - 12.1 Without prejudice to any other right or remedy available to it the Company shall be entitled to terminate the Contract if the Buyer; has a bankruptcy petition issued against it or becomes bankrupt; makes or proposes any arrangement with its creditors; has a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement made under the Insolvency Act 1986; has an application made under the Insolvency Act 1986 for the appointment of an administrator; has a winding up petition issued or winding up; has appointed a receiver or manager of its business; has appointed an administrative receiver, or has possession taken by or on behalf of any creditor or any property to the subject of a charge.
13. **MISCELLANEOUS**
  - 13.1 The Contract and these Conditions shall be governed by the law of England and Wales.
  - 13.2 No waiver by the Company of any breach of Contract or these Conditions by the Buyer shall be considered as a waiver of any subsequent breach of Contract or these Conditions by the Buyer.
  - 13.3 The illegality, invalidity or unenforceability of any clause in these Conditions shall not affect the legality, validity or enforceability of the remainder.