

GENERAL

- 1 Payment for all goods sold shall be made by the last day of the month following the month of delivery unless otherwise agreed. Interest of 2% over the standard Bank rate is chargeable on all overdue accounts.
- 2 Property in and title to any goods shall remain in the Vendor until the purchase price has been received by the Vendor but the Purchaser alone shall bear the risk of damage to or loss of any goods from the time of their delivery to the Purchaser.
- 3 The Vendor makes his best endeavours to meet any delivery dates given but under no circumstances shall he be liable to the Purchaser for late delivery, nor shall time be or become of the essence of any agreement for the sale of goods.
- 4 The Vendor warrants that any goods sold by him will be of good and merchantable quality and that he will (at his own discretion) replace or alternatively refund the purchase price of any goods which are not of such standard provided that he receives notification in writing of any allegation as to the quality of any goods sold within 30 days of their delivery to the Purchaser.
- 5 The Warranty contained in Clause 4 is the only warranty condition or term as to any goods sold and replaces all warranties conditions or other term (whether fundamental or not whether express or implied either by statute or at common law) which warranties conditions or terms are hereby excluded.
- 6 Save as is provided by Clause 4 of these Conditions the Vendor shall not be liable to the Purchaser in respect of any loss or damage connected with or arising from the sale of goods to the Purchaser whatever should be the nature of such loss or damage or howsoever the same may have caused.
- 7 The Purchaser shall indemnify the Vendor against all claims or demands of whatsoever nature made by any other persons which are connected with or arise from the purchase of goods from him or are based upon any alleged defects in the goods.
- 8 In the event of the Purchaser becoming bankrupt or making a composition or arrangement with his creditors or a resolution for his winding up being passed or a Receiver or Manager of his business or undertaking (or any part thereof) being appointed by or on behalf of debenture holders or others entitled to make such appointment then Clause 1 of these Conditions shall cease to have effect and the Vendor shall be entitled to immediate payment for all goods delivered or agreed to be sold to the Purchaser and shall be entitled to immediate payment for all goods delivered or agreed to be sold to the Purchaser and shall be entitled to recover possession of any goods delivered to him for which he has not paid (and for such purpose shall be entitled without notice to enter upon any premises or land occupied or used by him) and the Vendor may (at his entire discretion) either retain possession of any goods so recovered and any goods not delivered to the Purchaser until payment in full of the price of such goods has been made or alternatively may treat any contract made between the Purchaser and himself as discharged and dispose of such goods as he pleases.
- 9 If before the Purchaser has paid the purchase price of any goods sold to him he should receive any monies from any other person in respect of any sale, hire or other disposal by him of any of the said goods he shall be deemed to hold such monies as trustees for the Vendor and shall be under a fiduciary duty to account to the Vendor from such monies for the purchase price of the goods and for any interest due thereon under Clause 1 of these Conditions.
- 10 If the Purchaser should fail to make payment to the Vendor in accordance with Clause 1 hereof for any goods sold by him and have sold, hired or agreed to sell or hire to sell or hire or have delivered any

of the said goods to any other person he shall on demand immediately assign absolutely to the Vendor all such rights as he may have against such other person arising from his disposal of the said goods. The Vendor shall thereafter be solely entitled to all such sums as he may recover by virtue of such assignment.

- 11 In the event of the Vendor being delayed in or prevented from performing its obligations hereunder owing to any clause whatsoever beyond the Vendors control including without limitation, act of God, war, strikes, lockouts, trade disputes, difficulty in obtaining workmen or materials, breakdown of equipment, or any other cause, the Vendor will not be liable for any loss damage or expenses incurred and shall be at liberty to cancel or suspend the contract without incurring any liability arising therefrom and the Purchaser shall not be entitled to terminate the contract.

BEFORE DELIVERY

- 1 Estimates and quotations are subject to acceptance within 14 days. This acceptance will also signify acceptance of these Conditions of Sale.
- 2 Orders are accepted subject to a compensating increase in price being payable should any additional cost beyond our control ensue before delivery or completion of work.
- 3 We reserve the right to refuse cancellation of orders in the case of goods specially ordered from manufacturers ready for delivery, or in the process of manufacture.
- 4 Goods cannot be supplied on a Sale or Return Basis.
- 5 We reserve the right to withhold any deliveries or to cancel any contract for the sale of goods if - at any time of intended delivery - any sums due to us from previous deliveries shall be overdue.
- 6 No Purchaser shall contact with us for a principal without disclosing the fact and contracting accordingly.

AFTER DELIVERY

- 1 Any claim for damages or loss will not be entertained by us unless notified to us in writing within 3 days of delivery.
- 2 Claims for short weight cannot be entertained unless notified to us in writing within 3 days after delivery and opportunity provided to us to supervise re-weighing within a further 7 days.
- 3 Tiles are not guaranteed against crazing.
- 4 Public Liability. Our liability for personal injury and / or damage to property is limited to the extent that is caused by our workmen.
- 5 In accepting delivery of goods supplied by us the Purchaser acknowledges that no representation whether oral or in writing has been made by us or by anyone in our employ, which has led the Purchaser to enter into the contract for the purchase of those goods. No representation or warranty is made or given except as expressly stated in these Conditions of Sale or in the appropriate quotation given in writing.
- 6 Return of goods will only be accepted with the Vendors prior agreement in writing. Drivers have no authority to accept goods for return unless expressly given by the Vendor. All goods for return must be returned to the Vendor carriage paid in good order and condition. The Vendor reserves the right to make a charge for accepting goods back into stock.