

# HALDANE FISHER

## CONDITIONS OF SALE

### Terms applying to goods and services supplied on credit by the Company

- 1) Goods and services may only be supplied on credit account terms if an agreement covering such supplies has been offered by the Company and accepted by the person(s) or Company responsible for paying such credit accounts. This agreement must be signed by authorised persons of both parties i.e. Director/Partner, Proprietor of a Company or in the case of a private individual that person or the person responsible for paying the account. All goods and or services supplied by the Company to a credit account will be invoiced to the account address by post as soon as possible after the day of sale and will be payable to the Company in accordance with the Company's general terms and conditions of sale as they have been agreed with the account holder. In the case of one or more invoices in which special terms have been agreed, these terms will be referred to on the invoice and payment must be made in accordance with these terms.
- 2) Value Added Tax as shown on each invoice is payable in full.  
Credit Accounts must be settled as per the agreed terms between the Company and the account holder. Should any monies be outstanding outside the terms agreed between the Company and the account holder the Company reserves its statutory right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 3) The Company reserve the right to withdraw credit facilities at any time. Should the purchaser fail to pay the whole amount of any sum due under the contract by the date due, the full balance outstanding on any account between the Company and the purchaser shall then become payable forthwith and the Company shall further be entitled to cancel the contract and/or suspend supplies of goods or services under any contract between the Company and the purchaser.
- 4) Notwithstanding Condition 3 hereof all goods supplied shall be at the purchaser's sole risk from the time of delivery. When the Company undertake transport and delivery, the charges for these shall be paid by the purchaser at the rate in force. The purchaser shall be responsible for providing safe, proper, prompt and unhindered access to the site to the Company at all reasonable times for unloading and shall be liable for any loss or damage, or cost of delay caused by lack thereof. Any dates or times given by the Company to the purchaser for delivery of goods, including supplementaries or extensions to orders, are estimates only. While the Company will always endeavour to meet dates and times given or specified by either party, no such dates or times shall be binding on the Company or form any part of the contract.
- 5) The contract incorporates a legally valid retention of title clause under the laws of the buyer's country, whereby the title to the goods (the subject of the contract), and all other goods (the subject of any other contract between you and the buyer), which have been delivered to the buyer but not paid for (at the due date of payment of the full price of the goods), shall not pass to the buyer until the goods have been paid for in full. Until the property therein has passed the Company shall be entitled upon demand to enter the premises of the purchaser and to recover possession of any goods supplied and the purchaser in accepting these Conditions irrevocably grants a licence to the Company to enter the purchaser's premises for that purpose. Until the property therein has passed to the purchaser any goods supplied by the Company shall be held by the purchaser as bailee and agent for the Company and any resale effected by the purchaser, whether in the name of the purchaser or otherwise, shall be made by the purchaser as agent for the Company.
- 6) All sales of goods by the Company to the purchaser are made by description and not by sample. Any sample submitted by the Company is indicative only of the approximate and general class, character and colour of the goods. In no event is any condition made or warranty given by the Company, nor, to the extent permitted, to be implied by law as to goods corresponding to sample unless specifically agreed to in writing by the Company for any one transaction of supply.
- 7) The Company shall not be obliged to accept normal stock goods returned for credit, but may at its absolute discretion do so. All such goods returned for credit must be accompanied by evidence of original purchase from the Company and the Company shall be entitled at its absolute discretion to impose a handling and/or damage charge in respect of any goods accepted for return. Goods which are non-stock items and goods which have been specially ordered will not normally be accepted by way of return for credit. Any goods which are returned for credit shall not be regarded as having been accepted by the Company until the Company has issued a formal credit note through the channels laid down for such transactions in the Company in writing in respect thereof. The uplifting by the Company's vehicles of goods for which credit is sought and for which the lorry driver may issue a receipt note is not an acceptance by the Company of liability for credit.
- 8) Any goods supplied are not tested or sold as fit for any particular purpose. Any terms, warranty or condition express, implied or statutory to the contrary is hereby excluded. In no circumstances whatsoever shall the Company's liability whether arising in contract, tort or otherwise, to the purchaser arising under or by virtue of or in connection with the supply by the Company to the purchaser of any goods or services exceed the invoice price of the respective goods and/or Services in respect of which the complaint is made. This condition does not however affect any statutory rights which the purchaser may have under or by virtue of any current legislation which the Company cannot lawfully limit or exclude. It is the purchaser's responsibility that the kind of class of goods ordered by him are suitable for his/her purpose. The Company shall not be under any liability for any loss or damage however arising from or attributable to any advice, statement or representation given by the Company, its employees or agents, to the purchaser in respect of goods or services, whether regarding performance, capability or suitability for any purpose unless given negligently. Such liability is hereby expressly excluded to the extent permitted by law.
- 9) The Company's employees or agents are not authorised to make any representations or warranties concerning the goods unless confirmed by the company in writing. In entering into the Contract the purchaser acknowledges that they do not rely on and waives any claims for breach of, any such representation or warranty which are not so confirmed.
- 10) The Company shall be under no liability for not supplying goods ordered if supplies of such goods are not available to the Company and will not be liable for any costs that might be incurred through non-availability.
- 11) Unless otherwise stated, sawn timber dimensions are "nominal".
- 12) If any goods supplied by the Company are alleged to have been supplied in a damaged or defective condition or not supplied in accordance with the Advice Note, notice in writing of the alleged damage, discrepancy or defect must be given to the Company within seven days of date of delivery and if such notice is not given within the said time the Company shall not be bound to replace or repair the said goods or to grant any credit or allowance in respect thereof.
- 13) In the event of war, invasion, act of foreign enemy hostilities (whether war has been declared or not) civil war, rebellion, insurrection or military or usurped power the Company shall be relieved of all liabilities incurred under these conditions, wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by any statute, rules, regulations, orders or requisitions issued by any Government department, local department, local authority or any other duly constituted authority or from strikes, lockouts, breakdowns of plant or any other causes (whether or not of a like nature) beyond the Company's control.
- 14) All quoted prices whether verbally or in writing are based on the cost of materials, labour transport and other relevant items ruling at the date when such prices are quoted. However notwithstanding any such tender / quotation the Company reserves the right to charge goods at the prices ruling at the date of despatch unless the quoted prices were stated, in writing, to be firm for a fixed period and this period has not been exhausted at the date of despatch. All tenders/ quotations are subject to confirmation on receipt of order and all orders, confirmed or otherwise, are subject to supplies being available. Any queries regarding prices charged on invoices must be advised to the Company in writing on or before the 15th working day of the month, following the month in which the goods were purchased, otherwise they cannot be accepted.
- 15) These conditions may not be varied or altered in any way without the express consent in writing of the Company. No condition of purchase imposed by the purchaser shall have any effect in relation to a sale by the Company unless the Company expressly in writing, agrees otherwise.
- 16) The account holder is required to advise the Company in writing of the method in which the account holder wishes to place orders so as to avoid goods and/or samples being issued without authorisation by the account holder.
- 17) Quotations: Details given by the Company are merely a quote and are not intended at any time to form a binding contract between the Company and the customer.