

# CONDITIONS OF SALE

1. In these conditions "Anglo" means Anglo Building Products and "the customer" means the person or company to whom Anglo has agreed to supply goods under this contract.

2. (a) These conditions contain the entire terms of this contract between Anglo and the customer.

(b) Any stipulation or conditions in a customer's order or enquiry form which would conflict with any of our terms and conditions or in any way qualify or negate the same, shall be deemed to be inapplicable to any order placed with us unless expressly agreed to by us in writing and signed by a Director of Anglo.

## 3. PRICES

(a) Goods are sold by Anglo to the customer at the price specified herein.

(b) In the absence thereof the price payable by the customer to Anglo shall be that specified in the current published price list of Anglo at the time of acceptance of the customer's order by Anglo, whether or not the customer has received a copy of such list.

4. No servant or agent of Anglo has power unless agreed to by a director in writing.

(a) to vary these conditions orally or in writing.

(b) to make any representations or warranties regarding the conditions of goods, their fitness for purpose or any other matter whatsoever.

5. No warranty, condition, description or representation on the part of Anglo is given or implied by this agreement, nor is any warranty, condition, description or representation to be taken to have been given or implied from anything said or written in the negotiations between the parties or their representatives prior to this agreement and any statutory or other warranty, condition or description expressed or implied as to the state, quality or fitness of the goods subject to this agreement is hereby expressly excluded. In particular, but without prejudice to the generality of the foregoing, Anglo does not warrant the fitness for purpose of any of its products even though that purpose be made known by the customer and no warranty or condition may be implied from the name or description of a product. Where samples have been sent to the customer it will be considered that they have been tested to the customer's specification for the purposes to which they are to be put.

## 6. DELIVERY

(a) Any time or date named by Anglo for delivery is given and intended as an estimate only and Anglo shall not be liable to make good any damage or loss whether arising directly or indirectly out of the delay in delivery.

(b) Where a period is named for delivery and such period is not extended by mutual consent in writing or under the provisions of clause (c) hereof, the customer shall take delivery within that period.

(c) Deliveries maybe wholly or partially suspended and the time of such suspension added to the original contract in the event of a stoppage, delay or interruption of work in the establishment of either Anglo or the customer during the delivery period as a result of strikes, lock-outs, trade disputes, breakdown, accident or any cause whatsoever beyond the control of Anglo or the customer respectively.

(d) in the event of an outbreak of hostilities (whether war is declared or not) in which the United Kingdom is involved, or in the event of National Emergency, or if Anglo's works should become either directly or indirectly so engaged on Government orders or orders under priority directions as to prevent or delay work on other orders, Anglo shall be entitled at any time, on notice to the customer, to make partial deliveries only or to determine the contract, without prejudice in any case to rights accrued in respect of deliveries already made.

(e) Unless otherwise agreed in writing between Anglo and the customer all goods supplied by Anglo are on an ex works basis.

(f) No claim for damage in transit, shortage of delivery, or loss of goods will be entertained by Anglo, unless in the case of damage in transit or shortage of delivery, a separate notice in writing is given to the carrier concerned and to Anglo at the time of delivery and Anglo receives a complete claim in writing at its head office within three days of delivery, and in the case of loss of goods, Anglo and the carrier concerned receive, in the case of Anglo at its head office, a complete claim in writing made within fifteen days from date of despatch.

## 7. CANCELLATION OF ORDER

Once an official order has been received either verbally or in writing, a contract is deemed to have been entered into between Anglo and the customer. Cancellation of the contract will be at the discretion of Anglo. A cancellation will not be accepted in any circumstances where a product has been specially made to fill the order.

## 8. RETURN OF GOODS

It is our general policy not to accept return of goods. In exceptional circumstances standard products may be returned to us within 14 days of date of delivery provided that the customer has written agreement from Anglo to such a return. No claims will be entertained for returns outside this period. Goods are to be returned at the customer's expense to the original source of supply as specified by Anglo and a re-stocking charge of 20% will be made for goods that are of merchantable quality as determined by Anglo. Not all goods may be accepted back into stock for credit.

## 9. DEFECTIVE GOODS

Goods represented by the customer to be defective shall not form the subject of any claim for work done by the customer or for any loss, damage or expense whatsoever arising directly or indirectly from such defects, but such goods, if returned to Anglo and accepted by them as defective, will at the request of the customer and if practicable be replaced as originally ordered. Defects in quality or dimensions in any delivery shall not be a ground for cancellation of the remainder of the order or contract.

## 10. PAYMENT

(a) payment for goods supplied shall be made in accordance with the terms referred to on the face of the invoice.

(b) The customer shall pay interest on overdue accounts at the rate of 4% above Lloyds bank base rate accruing daily.

## 11. RISK AND TITLE

(a) Risk in the products supplied shall pass to the customer when Anglo provides the products to the Anglo carrier for delivery to the customer, or where applicable when the customer or its nominated carrier collect the products from Anglo's premises.

(b) Save where the products are collected by the customer or its nominated carrier, Anglo will ensure that the products are insured to their replacement value against loss or damage while in transit with the Anglo carrier.

(c) The customer's right to possession of the products shall end immediately if it: (a) makes any arrangement with its creditors or otherwise takes the benefit of any statutory provision for the relief of insolvent debtors, or convenes a meeting of creditors, or enters into liquidation, or has a receiver and/or manager, administrator or administrative receiver appointed, or documents are filed for the appointment of an administrator of the customer or notice of intention to appoint an administrator is given by any entitled person or a resolution is passed or a petition presented to a court to wind-up the customer or for the grant of an administration order or any insolvency proceedings are commenced relating to the customer; (b) suffers or allows any execution to be levied on its property or obtained against it or breaches any of its obligations under any contract or any other contract with Anglo or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or ceases to trade; or (c) encumbers or in any way changes any of the products.

12. If the customer shall make any default in or commit any breach of his obligations to Anglo or if any distress or execution shall be levied upon the customer his property or assets or if he (the customer) shall make, or offer to make, any arrangements or composition with creditors or commit any Act of Bankruptcy, or if any Petition or Receiving Order in Bankruptcy shall be presented or made against him, or if the customer shall be a limited company and any Resolution to wind up such company's business shall be passed or presented otherwise than for reconstruction or amalgamation or if a Receiver of such company's undertaking property or assets or any part thereof shall be appointed Anglo shall have the right forthwith to determine any order then subsisting and upon written notice of such determination being posted by it to the customer's address for service specified herein any subsisting order shall have been deemed to have been determined without prejudice to any claim or right Anglo might otherwise make or exercise.

13. Orders are accepted subject to Anglo receiving any necessary licence

to purchase or use the required raw materials and to Anglo being able to obtain such raw materials.

14. English Law shall be the proper law of this contract.

15. The head office of Anglo referred to in this contract is Unit 6, Spitfire Close, Coventry Business Park, Coventry, CV5 6UR which is the address for service by the customer for all notices and other communications under or in connection with this contract.