



Terms and Conditions

1. General:

(a) Except to the extent that such provisions of the Sale of Goods Act 1979 are non-excludible these conditions together with such provisions of the said Acts as are not inconsistent here with shall apply to all sales by CONCRETE FLOOR PRODUCTS LTD (the Company) and shall form the basis of a Contract between the Company and the customer.

(b) No variation of these conditions shall be effective unless made in writing and signed by a Director of the Company.

(c) Unless otherwise agreed in writing these conditions shall prevail over any other terms and conditions whether in writing or implied by Law or by trade, custom, practise or previous course of dealing and any such inconsistent terms are hereby expressly excluded.

(d) This agreement will be governed by and construed in accordance with the Laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the Courts of England and Wales.

2. Price:

All prices quoted are based on costs ruling at the date of quotation, (excluding VAT). If there are any alterations in the costs the Company reserves the right to alter the prices and will notify the customer in writing thereof, the issuing of a new price list by the Company shall be deemed to be such notice. Thereafter the customer shall have the right to cancel the order on written notice to that effect being given to the Company within seven days of the written notice giving the alteration in price.

3. Payment:

(a) Full or part payment may be required with order, dependent upon location, credit status, trading history, order size, and other factors.

(b) In the absence of any concession to the contrary by the Company, accounts are due and payable in full within 30 days from the date of delivery of the goods. Exceptions to this rule are possible but must be negotiated on an individual basis, and agreed by the company prior to order acceptance. In such cases the payment date specified or stated on the respective invoice ('the due date') is the final date for payment.

(c) If the customer fails to pay any amounts on the due date:-

(i) The company has the right to cancel any contract made with the customer and/or suspend or continue delivery of goods and materials at the company's option without prejudice to the company's right to recover damages for any loss sustained by it.

(ii) The outstanding sum shall carry interest from the due date at the rate of 5% above Barclays Bank plc base rate from time to time and for the time being in force per month until settlement. A part of a month being treated as a whole month for the purposes of calculating interest.

(iii) The whole of the balance of the price of this contract and all other contracts invoiced to the customer shall immediately become due and payable together with interest.

4. Suitability of Goods:

The customer is responsible for the suitability of the goods and materials bought. No warranty is given nor shall any warranty or condition be implied that the goods are reasonable fit and suitable in size shape capacity quality or otherwise for the purpose for which they are bought and the Company shall not be under any liability whatsoever due to any goods being unfit or unsuitable.

5. Notification of Loss, Shortages, Damage in Transit:

(a) Any damage shortage or pilferage in transit to goods must be notified in writing to the Company within seven days of delivery all damage, shortage or pilferage to goods apparent at the time of delivery must be noted on the carrier's delivery note at the time of delivery otherwise the Company cannot consider accepting liability.

(b) Non-Delivery of goods must be notified in writing to the Company within 7 days of our invoice relating thereto otherwise liability by the Company cannot be considered.

6. Defects:

If any goods show defects arising solely from faulty materials and/or workmanship, the Company's liability shall be limited to replacing such goods, but no such liability shall arise unless notification of such defects is received WITHIN SEVEN DAYS from receipt of the goods and the alleged defective goods are returned to the Company. In no circumstances shall the Company be liable for any consequential loss howsoever caused.

7. Sale by Sample and/or Description:

Unless the contract specifically provides for a sale by sample and, or description, the submission of a sample and, or the giving of a description shall not be held to indicate the sale is a sale by sample and/or description and any warranty expressed or implied by law to the contrary effect is hereby excluded. Where the contract specifically provides for a sale by sample and/or description regard will be given to normal variations arising from the nature of the materials from which the goods are manufactured. Any variation required at a future date must be subject of further negotiations.

8. Cancellation:

Contracts and orders may be cancelled by customers with the sanction of a Director of the Company which sanction is in the Company's sole discretion and can only be given upon payment of such sum by way of compensation as specified by the Company and such sum by way of compensation would include payment in respect of loss of profits.

9. Retention of Title:

(a) The title to the property in the goods comprised in an order shall not pass to the customer until amounts for all the goods comprised in that order and all other outstanding amounts due to us in respect of any other transactions between the parties then outstanding has been paid in full notwithstanding that the goods may have been delivered to the customer.

(b) Notwithstanding the above paragraph the goods shall be at risk of the customer from the time of delivery to or collection by the customer and the customer shall take all necessary steps to insure the goods for their full invoice value.

(c) The customer shall separately store the goods and identify the goods as belonging to the Company until the relevant invoice has been settled in full. The customer is prohibited from incorporating the goods or using the same until such settlement.

(d) The customer may sell the goods to a third party in the ordinary course of the customer's business but only under the following conditions:-

(i) Only at such a price that would enable the customer to repay the amount due to the company under (a) above.

(ii) The customer shall in every such case make it a condition that the title in the goods shall not pass to the third party until the third party has paid to the customer the amount in paragraph (d) (i) above.

(iii) Immediately upon such sub-sale the customer shall notify the Company of the name and address of the third party and the Company shall be entitled to inform the third party of our interest in the goods.

(iv) The proceeds of any such sub-sale shall be held by the customer on trust for the Company and shall be paid into a separate Bank Account specifically designated as being a trust account for the Company and such time as payment for the goods is made in full to us.

(e) Save as above, the customer shall not dispose of the goods in any way or create or allow to be created any rights in the goods in favour of the third party.

(f) Should the customer be in arrears with any payments due to us the Company is hereby granted an implied license to enter upon the customer's premises or such premises where the goods are then being kept or stored in order to re-possess the goods and the cost of any such re-possession

shall be borne by the customer. The Company shall not be responsible for any damage howsoever caused arising out of the re-possession of the goods under this clause.

10. All Monies Clause:

Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment of the full price of,

(a) all goods and/or services the subject of the contract and,

b) all other goods and/or services supplied by the seller to the buyer under any contract whatsoever.

Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and buyer.

11. Limitation of Liability:

In all cases the Company's liability in any claim is limited to the amount covered by the Company's insurance. The Company cannot accept liability for any loss or damage caused to the customer by reason of the use of the company's products being found to involve the infringement of any third party's patent or patents.

12. Termination:

The Company reserves the right to terminate this order upon giving reasonable written notice to the customer. The company further reserves the right to terminate this order if sums due and payable by the customer under previous orders remains outstanding.

13. Insolvency: This clause applies if:-

12.1.1 The Customer makes any voluntary arrangement with the creditors or becomes subject to an administration order (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation otherwise than for the purposes of amalgamation or reconstruction or

12.1.2 An encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer or

12.1.3 The Customer ceases or threatens to cease to carry on business

12.1.4 The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer.

12.2 If 12.1 above applies then without prejudice to any other rights of the Company.

12.2.1 The Company shall be entitled to cancel the contract and 12.2.2 Any payment due but not paid (notwithstanding that the due date may not have arisen) shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary together with interest at the rate specified in 3 (b) 11) above.

14. Delivery:

13.1 The Company shall make all reasonable efforts to meet quoted delivery dates although such dates are not guaranteed.

13.2 The Company shall not be liable for any delay in delivery due to any factors beyond the Company's control which shall include without prejudice to generality of the foregoing, Acts of God, explosion, flood, tempest, fire, accident, war or threat of war, sabotage insurrection civil disturbance or measures of any kind on the part of any Government or Parliamentary Authority, strikes lock out or any other industrial actions or trade disputes (whether involving the Company's employees or third parties) power failure shortage of fuels or materials or breakdown in machinery. The Company shall endeavour to fulfil its obligations as soon as is reasonably practicable taking into account the relevant aforementioned event.

General Terms:

All prices exclusive of VAT. All sales subject to our standard Terms and Conditions of Sale.

All pictures and images given are for guidance only.

All information is given in good faith.

No responsibility will be accepted for any errors, mistakes or inaccuracies.