



PAUL STRANK ROOFING LTD

ROOFING INDUSTRY SPECIALISTS

TERMS & CONDITIONS FOR THE SALE OF GOODS

1. DEFINITIONS

The definitions and rule of interpretation in this clause apply in these Terms and Conditions.

- Buyer: the person, firm or company who buys or agrees to buy the Goods from the Seller.
- Goods: the goods which the Buyer agrees to buy from the Seller (including any part or parts of them).
- Price: the price for the Goods, excluding VAT and any delivery, packaging and insurance costs.
- Seller: means Paul Strank Roofing Limited of 22 Weir Road, Wimbledon, SW19 8UG.
- Terms: the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
- VAT: value added tax chargeable.

2. BASIS OF SALE

- 2.1. These Terms shall form the basis of the contract between the Seller and the Buyer in relation to the sale and purchase of the Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document or which are purportedly implied through trade, custom, practice or course of dealing.
- 2.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Terms. The Buyer is responsible for ensuring that the details of any order submitted by the Buyer are complete and accurate.
- 2.3. The order shall only be deemed to be accepted when the Seller issues a written confirmation of the order, at which point a contract shall come into existence on these Terms.
- 2.4. The Seller shall be entitled to withdraw any quotation or estimate provided to the Buyer at any time and such quotation shall not be binding on the Seller.
- 2.5. Any estimate of quantities needed, advice as to the suitability of any Goods for a particular purpose or any other information or details provided by the Seller is given for guidance only and without any liability or obligation on the part of the Seller. It is the responsibility of the Buyer to satisfy themselves that all Goods ordered are correct, both in terms of suitability and quantity.
- 2.6. The Buyer acknowledges that it has not relied on any statement, promise, or representation made or given by or on behalf of the Seller which is not set out in these Terms.
- 2.7. Any error or clerical omission in any sales documentation issued or displayed by the Seller may be corrected at any time by the Seller without any liability on the part of the Seller.
- 2.8. These Terms may not be varied except by the prior written agreement of a member of the Seller's management team.



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3. PRICE

- 3.1. The Price shall be the price quoted on the Seller's confirmation of order. The Price is exclusive of VAT, which shall be due at the rate in force on the date of the Seller's invoice or confirmation of order.
- 3.2. The Seller may at any time after the acceptance of an order for Goods, but prior to supply or delivery, revise the Price to take into consideration any increase in the cost of providing the Goods to the Buyer.
- 3.3. The Seller may charge the Buyer for the cost of delivery of the Goods, together with any associated packaging and insurance costs. The Seller will inform the Buyer of the estimated aforementioned costs (if any) prior to delivery of the Goods.

4. PAYMENT AND INTEREST

- 4.1. For non credit account purchases, payment of the Price, any delivery costs and any associated packaging and insurance costs and the VAT shall be made in full by the Buyer after the Seller has issued its confirmation of order and before supply or delivery.
- 4.2. For credit account purchases, payment of the Price, any delivery costs and any associated packaging and insurance costs and the VAT shall be due within the period of time stipulated by the Seller. Credit accounts may only be opened at the Seller's absolute discretion and are subject to additional terms and conditions.
- 4.3. In all instances the Buyer shall make all payments due under these Terms in pounds sterling and time for payment shall be of the essence.
- 4.4. If the Buyer fails to pay the Seller any payments due under these Terms within the period of time stipulated by the Seller, the entire balance of the Buyer's account shall be payable immediately and the Seller reserves the right to charge interest, costs and expenses in accordance with these Terms.
- 4.5. Interest on overdue payments shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue on a daily basis from the due date until the date of actual payment after as well as before any judgment. The Buyer shall pay the interest together with the overdue amount and all costs and expenses incurred by the Seller in recovering any overdue payments.
- 4.6. The Buyer shall pay all amounts due to the Seller without any deduction or withholding except required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by the Buyer against any amount payable to the Seller by the Buyer.

5. GOODS

- 5.1. The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.
- 5.2. Any samples, drawings or advertising documentation are issued for the purpose of providing an approximate description of the Goods and shall not form part of these Terms. This is not a sale by sample.
- 5.3. Each order for Goods shall be considered to be a separate order and the Seller does not guarantee that additional orders for Goods will match previous orders.



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- 5.4. If the Buyer fails to take possession of the Goods from the Seller when the Goods are ready for dispatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing. If 10 business days after the day on which the Seller notified the Buyer that the Goods were ready for dispatch the Buyer has not taken possession of them, the Seller may resell or otherwise dispose of all or part of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess or charge the Buyer for any shortfall.
- 5.5. If, regardless of whether the Goods have been collected by the Buyer or delivered to the Buyer, the Seller requires the Buyer to return any packaging materials to the Seller it will clearly communicate that fact to the Buyer. The Buyer shall make any such packaging materials available for collection at such times as the Seller shall reasonably request. Otherwise, the Buyer shall be responsible (at its own cost) for the safe and lawful disposal of any packaging materials or waste arising from the Goods. The Buyer will indemnify the Seller against all costs, claims, liabilities and expenses arising from any breach of this clause.

6. WARRANTIES

- 6.1. The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order and be of satisfactory quality.
- 6.2. If the Buyer gives notice in writing to the Seller that some or all of the Goods do not comply with the warranty at clause 6.1 and the Seller is given a reasonable opportunity of examining such Goods (the return of such Goods to the Seller being at the Buyer's expense), the Seller shall, at its option, repair or replace the defective Goods, or refund the price of any defective Goods in full. The Seller shall not be liable for the Goods' failure to comply with the aforementioned warranty if the Buyer makes any further use of the Goods after giving notice in writing, if the defect arises because of the Buyer's misuse of the Goods, if the Buyer alters or repairs the Goods without the written consent of the Seller or if the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- 6.3. Except as otherwise provided in this clause 6, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the aforementioned warranty. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the extent permitted by law, excluded from these Terms.
- 6.4. Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law, are, to the fullest extent permitted by law, excluded from these Terms.

7. DELIVERY OF THE GOODS

- 7.1. At its absolute discretion, the Buyer may, but shall not otherwise be obligated to, deliver the Goods. The remaining provisions of this clause 7 shall only apply where the Seller has agreed to deliver the Goods.
- 7.2. Delivery of the Goods shall be made to the Buyer's address or such other location as the parties may agree (providing in both cases that it is safe and lawful to do so). The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 7.3. The Seller undertakes to use its reasonable endeavours to dispatch the Goods on an agreed delivery date, but does not guarantee to do so. Any dates or times quoted for delivery are approximate only and time and date of delivery shall not be (and shall not be made by notice) of the essence.
- 7.4. If no delivery dates are agreed, delivery will take place within a reasonable time.



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- 7.5. The Seller shall not be liable to the Buyer for any delay in the delivery of the Goods howsoever caused.
- 7.6. The Seller may deliver the Goods by separate instalments.
- 7.7. The Seller shall not be liable to the Buyer for any loss or damage, whether arising directly or indirectly, from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject those parts of the Goods delivered but to accept those parts of the Goods delivered as part performance.
- 7.8. The Seller may defer the delivery date, cancel the delivery, cancel these Terms or otherwise reduce the amount of Goods without any liability on the part of the Seller if the Seller is unable to provide the Goods due to any events beyond its control.
- 7.9. If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for dispatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing. If 10 business days after the day on which the Seller notified the Buyer that the Goods were ready for delivery the Buyer has not taken delivery of them, the Seller may resell or otherwise dispose of all or part of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess or charge the Buyer for any shortfall.

8. ACCEPTANCE OF THE GOODS

- 8.1. The Buyer shall be deemed to have accepted the Goods upon possession or delivery.
- 8.2. The Buyer shall carry out a thorough inspection of the Goods within 48 hours of possession or delivery and shall give written notification to the Seller within 48 hours of possession or delivery of the Goods of any defects which a reasonable examination would have revealed.
- 8.3. Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to subsequently reject the Goods.

9. LIABILITY

- 9.1. Nothing in these Terms shall limit or exclude the Supplier's liability for:
- 9.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 9.1.2. fraud or fraudulent misrepresentation;
- 9.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 9.1.4. defective products under the Consumer Protection Act 1987; or
- 9.1.5. any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- 9.2. Subject to clause 9.1:
- 9.2.1. the Seller shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence) or restitution, breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving



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or any special, indirect or consequential damage or loss arising under or in connection with the Goods and / or these Terms; and

- 9.2.2. the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Goods, whether in contract, tort (including negligence or breach of a statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance under these Terms shall in no circumstances exceed the price of the Goods.

10. TITLE AND RISK

- 10.1. The risk in the Goods shall pass to the Buyer when the Buyer takes possession of the Goods (whether in person or through an agent) or on delivery of the Goods to the Buyer's address or such other delivery location as the parties may agree.
- 10.2. Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due for them (including any interest and costs) has been paid in full in cash or cleared funds.
- 10.3. Until title to the Goods passes to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as bailee for the Seller, shall store the Goods separately from other goods held by the Buyer or mark them so that they can at all times be identified as the property of the Seller, not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, maintain the Goods in satisfactory condition and keep them insured against all risk for their full price from the date of receipt or delivery.
- 10.4. The Seller may at any time before title passes and without any liability to the Buyer:
- 10.4.1. repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
- 10.4.2. for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 10.5. The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

11. CANCELLATIONS AND RETURNS

- 11.1. The Seller may, in its absolute discretion, accept or reject the attempted cancellation of any order and / or purchase made by the Buyer or the return of any Goods not required by the Buyer. Any such cancellation or return shall be on terms stipulated by the Seller and may incur administrative or handling charges or fees.
- 11.2. If the Buyer is deemed to be a "consumer" under a "distance contract" (both terms as defined in the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013, as amended from time to time, the Buyer may cancel any order for Goods made by the Buyer within fourteen days after the date the Goods are or delivered. The Buyer must return, at its own cost, the Goods to the Seller. This clause 11.2 shall not apply to any Goods specially obtained or made for the Buyer or which are liable to deteriorate or expire rapidly.

12. TERMINATION OF THESE TERMS

- 12.1. If the Buyer becomes insolvent or otherwise ceases trading, or the Seller reasonably believes that the Buyer is about to become insolvent or about to cease trading, and notifies the Buyer accordingly, then,



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without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further sales and purchases of Goods under these Terms or any other contract between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Goods already provided or delivered to the Buyer shall become immediately due for payment.

- 12.2. Termination of these Terms, however arising, shall not affect any of the parties' rights and remedies that have accrued as at the termination date. Clauses which expressly or by implication survive termination shall continue in full force and effect.

13. GENERAL

- 13.1. The Seller may at any time assign, transfer, charge, subcontract or deal in any other matter with all or any of its rights or obligations under these Terms.
- 13.2. The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms without the prior written consent of the Seller.
- 13.3. The Seller shall not be liable for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by events outside its reasonable control ("a Force Majeure Event").
- 13.4. Any notice or demand will be deemed to be served if given personally or left at or sent by registered post or recorded delivery to the party on whom it is intended to be served at its registered office or at its last known address and shall be deemed to have been served 48 hours after the date of posting.
- 13.5. If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.
- 13.6. If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 13.7. A waiver of any right or remedy under these Terms is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 13.8. The Seller reserves the right to periodically revise or amend these Terms.
- 13.9. The Buyer's statutory rights are not affected by these Terms.
- 13.10. These Terms, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

March 2015