

# TT Concrete Products Ltd

## General Conditions of Sale

- 1) The Company (Reg. No. 4982091) does not accept liability for delays or increased costs caused by strikes, lockouts, accidents, machinery breakdowns or other causes beyond our control.
- 2) Complaints will not be accepted unless made in writing within 14 days after the time of supply.
- 3) Goods sold by us shall be in accordance with the specification stated. No higher specification is to be implied.
- 4) The Company's liability for goods found to be defective is limited to free replacement only. The company shall have no liability whatsoever for any losses or damages which may be substantiated by the customer because of non-delivery in due time or at all, part delivery, mis-delivery or delivery of defective goods however caused.
- 5) We will deliver or collect loads only over ground we consider suitable. If a vehicle used for performing our contract with any customer delivers or collects a load to or from a place situated off a hard roadway, the customer is to be solely responsible for any accident or damage resulting in consequence and the goods shall be at the customer's risk so long as the vehicle is not entirely on a hard roadway.
- 6) Time of delivery is not guaranteed without special undertaking – a £60 charge will be applied for timed delivery. Any programme given for delivery or collection of goods is given or agreed by the company in good faith, and every endeavour will be made to comply therewith. The Company shall not, however, be liable for any loss or damage consequential or otherwise arising through its failure to make delivery by the due date or time.
- 7) The maximum time allowed on site for delivery is two hours. Thereafter waiting time will be charged at the prevailing hourly rate of £15 per increment of fifteen minutes.
- 8) (a) The property of the goods shall not pass to the customer until all sums owed by the customer to the Company (and any associated company) have been paid.  
  
(b) If the customer deals in goods in which the property has not passed to the customer, he shall do so as the company's agent and shall be accountable to the Company for all monies received.  
  
(c) The customer hereby irrevocably authorises the Company to enter upon any of the customer's premises for the purpose of recovering goods for which payment is overdue.
- 9) Goods shall be at the customers risk between delivery and payment.
- 10) All quotations are subject to the Company having the right to refuse to supply goods if they are not satisfied as to the credit worthiness of the customer.
- 11) Payments shall be made within 30 days of the last day of the calendar month in which the goods were delivered. If the customer defaults in payment of an invoice, all subsequent invoices shall become due for immediate payment even where they are less than 28 days old. Time of payment shall be of the essence and delay in payment under this contract, or any other contract between the Company and the customer shall justify the company in withholding future deliveries.
- 12) Products delivered in accordance with order but surplus to requirements will, if required by the customer and if kept by the customer in good condition, be collected and credited at two thirds ex works values less re-loading and haulage costs.
- 13) Agreed deliveries deferred or cancelled after despatch but prior to off-loading, shall be charged at full load haulage rate.
- 14) Any variation of these conditions must be approved in writing and signed by a Director of the Company.

October 2015