

TRADE CONDITION OF SALE

1. QUOTATION/PRICE

- (a) Quotations are made without commitment, and no agreement binding on the Company shall come into force until the Company has accepted an order by written confirmation, or implicitly by despatch of the goods.
- (b) Quotations are open for acceptance for a period of two weeks. Prices quoted are those current at the time of quotation, and the Company reserves the right to invoice at the price ruling at the date of delivery.
- (c) Unless otherwise stated prices are exclusive of VAT which will be charged at the rate in force at the time of the sale.
- (d) Where delivery is quoted as ex-stock, this is subject to the goods remaining unsold at the time the purchase order is received.
- (e) To cover the cost of processing small orders, a minimum invoice charge of £3.00 will be applied.
- (f) A Quotation given by the Company is not an offer and the Company reserves the right to withdraw any Quotation without prior notice.
- (g) Quotations are based on prices applicable to quantities specified. In the event of orders being placed for lesser quantities the Company shall be entitled to adjust the price of goods as ordered to take into account the variation in quantity.

2. ORDERS

- (a) When ordering, give the quotation reference if any. Please indicate clearly the goods required including size and quantity, and if possible give our catalogue or page reference. We always try to understand customers' requirements but we can accept no responsibility for costs incurred through incorrect ordering.
- (b) No cancellation of the whole or part of the order by the Buyer is permitted except where expressly agreed by a Director of the Company in writing. In the event of such agreed cancellation the Buyer shall indemnify the Company fully against all expenses incurred up to the time of such cancellation in addition to such other remedies as the Company may have.
- (c) Credit may be allowed on such terms and conditions as the Company shall at its absolute discretion from time to time prescribe. The Company reserves the right to refuse to accept orders on credit at any time without giving a reason.

3. DELIVERY

- (a) The Company will use all reasonable endeavours to make delivery by the quoted or required date, but shall have no liability to the customer for any delay in delivery (unless time of delivery is expressly made essence of the contract in which event if delivery is late the Company will accept the return of the goods if unused and refund their purchase price paid but shall have no further liability).
- (b) Where the company agrees to deliver the Goods to the Buyer this shall be to the nearest point on a roadway suitable in the opinion of the driver for the vehicle used.
- (c) In the event of a driver being requested to enter onto private property, the property owner shall accept responsibility and agree that the company will incur no liability in regard to any damage caused as a result.
- (d) The Company reserves the right at any time prior to delivery of the Goods to adjust the price to take account of any increase in the cost of raw materials, freight, labour or services, war risk insurance rate, tax duty levy imposed on the Goods, currency fluctuations affecting the cost of imported materials, or any other change.
- (e) The Company does not undertake to deliver or collect any load over roads or ground which it considers unsuitable and accepts no responsibility for damage to roads, driveways or paved areas, save where such damage is occasional by proved negligence of a Company servant. All necessary labour and equipment required to unload materials promptly shall be supplied by the Buyer and the responsibility of the Company's drivers is limited to handling goods off the vehicle.
- (f) Delivery dates are estimates only and time of delivery is not of the essence of the contract.
- (g) For the avoidance of doubt and without derogation from any other provision of these Terms the Company shall not be liable for any damage whatsoever whether direct or consequential (including the avoidance of doubt any liability to any third party) resulting from any delay of the Goods within a reasonable time whether such delay or failure is caused by the Company's negligence or otherwise howsoever.
- (h) The costs of abortive delivery will be charged to the Buyer.
- (i) We reserve the right to charge for deliveries at the time of ordering.

4. CANCELLATION

Orders may not be cancelled by the Customer except with our written agreement, and we reserve the right to make a charge in respect of cancellation. Orders for goods which are made or obtained to the Customer's special requirements may not be cancelled.

5. PACKAGING

- (a) Packaging and containers which are charged and returnable will be credited on return, carriage paid, in good condition to the consignor.
- (b) Returnable packaging for example wooden pallets, crate and metal cages, which have been charged for will be credited when returned in good condition by the Buyer, carriage paid, to the source of the supply in the manufacturer's factory for direct goods or the Company for ex stock items.

6. NOTIFICATION OF LOSS, DAMAGE, ETC. IN TRANSIT

Any loss, damage, breakage or pilferage in transit or to goods despatched by carrier (road, rail or post) must be notified in writing to the carrier and also to us within three days of delivery, and details of the claim similarly notified within seven days. Any such occurrence to goods delivered on our own vehicles must be similarly notified to us within the same periods. Any obvious damage to goods or crates should be noted on the carriers delivery sheet at the time of delivery.

7. RETURNS

- (a) No goods may be returned by a customer without the consent of the Company.
- (b) When returning goods for credit, the original invoice/delivery note number must be supplied together with the reason for return.
- (c) If items are returned for no good reason the Company reserves the right to make a re-stocking or handling charge to the customer.
- (d) No liability can be accepted for loss or damage to goods returned by the customer without the consent of the Company.
- (e) If there is any discrepancy between goods advised as returned and the actual goods received, the Company will only credit the goods actually received.

8. ILLUSTRATIONS

Illustrations, if supplied, are intended to fairly represent the articles, but cannot be taken as exact in detail, and shall not form part of any contract of sale.

9. SUITABILITY

The Company does not guarantee goods supplied as being suitable for any particular purpose or application, even if it has been made aware of the proposed use.

10. LIABILITY

In the event of a dispute arising from any sale of goods the liability of the company shall be limited to the price of the goods. The Company will not accept any claim unless it is notified within six months of the date of the sale.

11. PAYMENT

- (a) Where credit facilities have been allowed, settlement is due by the end of the month following that in which delivery is made.
- (b) Should the agreed credit limit be reached before the normal settlement date, then monies will have to be paid before further supplies can be made.
- (c) In the event of a payment becoming overdue, then all monies will immediately be deemed overdue.
- (d) Late payments are liable to interest charged at 8% above Base rate per full or part month, and possible closure of account without reference to yourselves.
- (e) The Company understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under late payment legislation if it is not paid according to agreed credit terms.
- (f) The Company reserves the right at any time, at its discretion, to demand security for payment before continuing with, or delivering Goods in satisfaction of any order, notwithstanding any subsisting agreement to provide credit to the buyer.
- (g) Methods of payment include: Cash, Cheque (credit account customer only), Debit Card, Credit Card, BACs Direct Payment – Bank details on request. The company may apply a charge for certain types of payment – details of any changes will be provided on request.

12. TITLE TO GOODS

- (a) Property, legal or beneficial, in any goods supplied by the seller shall pass to the buyer only when the seller has received full payment for all sums the owed by the buyer to the seller.
- (b) Goods in respect of which property has remained with the seller shall be kept identifiable as those of the seller, and the buyer shall at its own expense immediately return such goods to the seller, or permit the seller to enter into the buyer's premises to collect such goods should the seller so request.
- (c) Risk shall pass to the buyer with possession of the goods.
- (d) The ownership of the Goods shall remain with the Company until the Buyer has paid all sums owed by the Buyer to the Company on whatsoever grounds.

13. DEFAULT

The Company shall be entitled to cancel or suspend all outstanding orders and contracts if the customer shall have failed to make any payment due to the Company in respect of any order or contract, have a receiver appointed, go into liquidation or bankruptcy, or cease to trade.

14. DATA PROTECTION

If You are an individual or a group of individuals You agree that We may:-

- (a) Seek, hold and process any information obtained about You as a result of applications You have made to Us for credit and/or in connection with this or any other contractor agreement You may have with us.
- (b) Use this information for credit assessment purposes and to administer and operate the credit account granted to you and to monitor and analyse the conduct of that credit account and to assess your credit limit.

We will not disclose any information we hold about You except to licensed credit reference agencies, other suppliers and creditors to help us and others make credit decisions, to help prevent or detect fraud or other crimes and to trace debtors, on a confidential basis to our agents and subcontractors, to insurance companies for the purposes connected with insurance products that relate or might relate to your credit account, to any person to whom we propose to transfer our rights and/or responsibilities under this Contract and to the extent we are required or permitted to do so by law.

15. GENERAL

These conditions of sale shall apply to every agreement entered into by the Company for the sale of goods and shall accordingly over-ride any conditions attached to or printed on or referred to in any order form or other document emanating from the purchaser and delivered to the Company prior to, at the time of or after the conclusion of a bargain for the sale and purchase of any goods by the Company to the Customer.

16. ERRORS AND OMISSIONS

Typographical or clerical errors or omissions in any document are subject to revision without penalty or prejudice.

17. APPLICABLE LAW

Any contract for the sale of goods by the company shall be governed and construed in accordance with English Law.

18. GOODS ORDERED AT DISTANCE

- (a) If you have ordered Goods at a Distance you have the right to cancel the Contract at any time up to the end of seven working days after you receive the Goods. A working day is any day other than the weekends and bank or other public holidays.
- (b) To exercise your right of cancellation, you must give written notice to us by hand, post, fax or e-mail, at the address, fax number or e-mail address shown at the end of these Terms, giving details of the Goods ordered and (where appropriate) their delivery.
- (c) If you exercise your right of cancellation after the Goods have been delivered to you, you will be responsible for returning the Goods to us at your own cost. The Goods must be returned to our address shown at the end of these Terms. You must take reasonable care to ensure the Goods are not damaged in the meantime or in transit. If the goods are damaged (or have been modified) by you or are damaged in transit in a way that you could have foreseen (such as not being sent back in the same or similar packaging as sent to you), we will assess what damage has been caused and if some or all of the goods are not in sealable condition then those goods will be rejected and a proportionate part of the refund withheld.
- (d) Once you have notified us that you are cancelling the Contract, we will refund or credit you within 30 days for any sum that has been paid by you or debited from your credit card for the Goods.
- (e) If you do not return the Goods as required under Clause 18(c), we may charge you a sum not exceeding our direct costs of recovering the Goods.
- (f) You do not have the right to cancel the Contract if your order is for perishable Goods that have been unsealed by you, or for Goods that by their nature (such as bespoke goods or items which have been personalised at your request) cannot be returned or are liable to deteriorate or expire rapidly.

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