

## TERMS AND CONDITIONS OF SALE

1. **General.** 'The Company' shall mean Skyline Roofing Centres and/or Skyline Roofing Centres Limited and/or Skyline Roofing Centres (LB) Limited and the expression 'The Customer' shall mean the person, firm or company who contracts with 'The Company'. These Terms And Conditions of Sale shall apply to and govern any contracts between The Company and The Customer to the exclusion of any other conditions whether oral or contained on or in any letter, order, form, facsimile, e-mail, text message or other document emanating from The Customer and no variation, waiver of, or addition to these conditions of sale shall be effective except as agreed by a Director.
  2. **Acceptance.** The acceptance of our quotation must be accompanied by sufficient information to enable us to proceed with the preparation of the order forthwith; otherwise we shall be at liberty to amend the quotation prices to cover any increase in cost which has taken place after acceptance. All orders given must be confirmed in writing, by facsimile, or e-mail within 24 hours; this requirement can be at our discretion.
  3. **Technical Advice.** Whilst every effort is made to be accurate we cannot be held liable for any technical information or advice given by us at any time, unless you shall have informed us in writing that you are relying on our skill and judgement, and we have accepted such stipulation in writing.
  4. **Samples.**
    - a) Where samples are submitted, the sample is drawn from and is representative of bulk, and we do not guarantee that every item delivered will be the same in all respects as the sample.
    - b) We do not guarantee to deliver the same brand of goods as sample or as previous deliveries unless this is specifically agreed by us in writing.
    - c) Any alleged discrepancy between bulk deliveries and/or sample or other patent defects must be pointed out to us in writing and a reasonable time allowed for us to investigate before the materials are embodied in any construction or product. We cannot accept liability after the materials are embodied in any construction project.
  5. **Suitability of goods.** You assume responsibility that goods stipulated by you are sufficient and suitable for your purpose save in so far as in making such stipulation you shall have informed us in writing that you are relying on our skill and judgement and we have accepted such stipulation in writing.
  6. **Prices.** Quotations and price lists do not constitute an offer by The Company to supply the goods referred to therein and no order placed in response to a quotation or price list will be binding on The Company unless accepted by The Company.
  7. **Payment.**
    - a) Customers with credit facilities: All goods will be invoiced at the time of delivery/collection and must be paid for in full no later than the final day of the month following month of invoice.
    - b) Customers without credit facilities: terms are payment nett cash by means of cleared funds prior to delivery or collection of goods.
    - c) The Customer shall not, without prior written agreement of The Company, be entitled to deduct or set off from any money or monies for the time being due to The Company any claim for loss or expense alleged to have been incurred by The Customer by reason of any breach or failure to observe the provisions of this or any other contract by The Company.
    - d) Without prejudice to any other right or remedy available to The Company, interest shall be payable on all overdue
    - e) accounts at the rate applicable under Section 69 of the County Courts Act 1984 from the date of invoice until receipt by The Company of the full amount, whether or not after Judgement.
    - f) Failure by The Customer to make payment of any sums payable on the due date or dates or (if appropriate) failure to comply with the limit of any total credit facility shall entitle The Company to cancel delivery of any undelivered portion of the goods without prejudice to any claim against The Company for any loss or damage.
  8. **Delivery.** Delivery shall be to such place as is specified by The Customer in their order or, failing instruction, at The Company's works. The Customer shall be responsible for unloading the goods at the point of delivery and for loading and removal of the goods when delivery is made at The Company's works. Delivery rates or charges included in the prices are based on full lorry loads and are subject to the road being suitable for the transport. If an increase in haulage rates occurs between the date of order and the date of delivery, prices will be subject to increase without notice. Any time or date designated by The Company or The Customer for delivery is given and/or received as an estimate only, and while The Company will use its best endeavour to comply with any delivery date, its only obligation will be to deliver within a reasonable time. The Company will not be responsible for any loss or damage caused by any delay in delivery.

If The Customer fails to take delivery at the time required, The Company shall be entitled, without prejudice to any rights it may have, resell the goods or invoice the goods whereupon payment in full shall be due in accordance with section 6. Delivery shall be to a road or hard-standing site which, in the opinion of the driver (who for this purpose shall be deemed The Company's agent) is suitable for use by the vehicle concerned. The Customer shall indemnify The Company in respect of any damage to the vehicle, to any property, or injury or death of any person, occasioned on delivery. The Customer shall provide, free of charge, all necessary labour and facilities for unloading the goods ordered, unload without delay and keep The Company indemnified against all claims whatsoever arising from such unloading.

The Customer, or its representative, shall sign The Company's delivery note on the occasion of each delivery and such signature shall be deemed to be that of The Customer's duly authorised representative. In the absence of The Customer or its representative, the driver shall be deemed to be The Customer's representative for this purpose and shall sign the delivery note. The Company will endeavour to comply with reasonable requests by The Customer for postponement of delivery but shall be no obligation to do so. Where delivery is postponed other than due to default by The Company, The Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby, and The Company shall be entitled to invoice the goods in accordance with these Conditions.
  9. **Title.** Until payment in full by means of cleared funds has been made for each order:
    - a) The ownership of the goods sold by to The Customer shall remain with The Company.
    - b) The Customer shall if so required by the Company clearly mark or designate the goods so that they remain readily identifiable as the property of The Company and shall store the same in a proper manner without charge to The Company.
    - c) If any of the events referred to in section 10 occur, The Company shall be entitled to recover any or all of the goods in The Customer's possession to which The Company has title hereunder and for that purpose The Company, its servants or agents may, with such transport is necessary, enter upon any premises occupied by The Customer or to which The Customer has access, and where the goods may be situated.
  - d) The Customer shall have the right to resell the goods in the normal course of its business and shall be under a fiduciary duty to account to The Company for the proceeds of resale to the extent of the debt.
  - e) The Company may require The Customer to assign to it absolutely any right of action in respect of monies due in respect of such proceeds of resale.
  - f) Nothing in these conditions shall confer any right upon The Customer to return the goods or to refuse or delay payment and the remedies conferred on The Company are in addition to, and shall not in any way restrict or prejudice any other rights and remedies of The Company.
10. **Insolvency and Breach of Contract.** The Company shall have the option (without prejudice to any of its other rights against The Customer) by notice in writing to The Customer to rescind the contract or to suspend delivery in the following event.
    - a) Should any sum owing by The Customer to The Company be overdue.
    - b) Should The Customer be in breach of any term of the contract with The Company.
    - c) Should The Customer (being a Company) compound or enter into any composition or arrangement or have a proposal made or a Voluntary Arrangement with its creditors, have a petition presented for the appointment of an Administrator or an Administrator is appointed; have a Receiver or Manager or Administrative Receiver appointed over all or any part of its assets; have a resolution have a resolution passed for its Voluntary Winding Up save for the purpose of amalgamation or reconstruction or call a Creditors Meeting for Voluntary Liquidation or enter Voluntary Liquidation; be in receipt of an unsatisfied Statutory Demand or have a Petition presented for its winding up; or is, for any reason, removed from the Register of Companies.
    - d) Should The Company (being an Individual or a Partnership) enter a Deed of Arrangement or make any assignment for the benefit of or enter into any arrangement, voluntary or otherwise, with his/their creditors either by composition or otherwise; make or have an application made for an Interim Order in connection with the proposal to creditors for a Voluntary Arrangement; be in receipt of an unsatisfied Statutory Demand or have a Petition presented for bankruptcy or is made bankrupt.
  11. **Shortages and Defects apparent on inspection.** The Customer shall have no claim for shortages or defects apparent on visual inspection unless.
    - a) The Customer inspects the Goods within three working days of arrival at its premises or other agreed destination and
    - b) A written complaint is made to The Company within fourteen days of receipt of the goods or such shorter period as the carriers conditions (if applicable) require specifying the shortage or defect and
    - c) The Company is given an opportunity to inspect the Goods and investigate any complaint before any use is made of the Goods.If a complaint is not made to The Company as herein provided then the goods shall be deemed to be in all respects in accordance with the contract and The Customer shall be bound to pay for the same accordingly. Shortages must be brought to the attention of the driver of the delivery vehicle and unless clearly marked on the signed copy of the delivery note at the time of the delivery, no responsibility will be accepted by The Company.
  12. **Defects not apparent on inspection.** The Customer shall have no claim in respect of defects not apparent on visual inspection at the time of the delivery unless:
    - a) A written complaint is sent to The Company as soon as reasonably practicable after the defect is discovered and no use is made of the goods thereafter and no alternation is made thereto before The Company is given an opportunity to inspect the goods in accordance with this condition and
    - b) The complaint is sent within 14 days of the date of delivery of the goods or within the guarantee period specified by the manufacturer of such goods.The Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by The Customer without prior specific written consent of The Company, nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse. The Company shall not be liable for any loss or damage suffered by reason of the use of the Goods after The Customer becomes aware of a defect or after circumstances which should reasonably have indicated to The Customer the existence of such defect. The Company may, within 14 days of receiving such a written complaint (or 28 days where the Goods are situated outside The United Kingdom) inspect the Goods and The Customer, if so required by The Company, shall take all steps necessary to enable The Company so to do.
  13. **Return of surplus material.** The Company does not undertake to take back into stock for credit or otherwise any unwanted or surplus goods or materials The Customer may have. Unless otherwise agreed, a 25% handling charge will be applied.
  14. **Risk.** The risk in any goods delivered by, or on behalf of, The Company shall remain with The Company until delivery. The risk in goods collected from The Company's works by The Customer or its agent shall pass to The Customer on collection.
  15. **Damage to goods in transit.** No liability in respect of goods lost or damaged in transit will be accepted if:
    - a) The Company sells the goods ex our works and carriage is for buyers account, or
    - b) In cases where The Company's prices include for our paying carriage to the required destination a clear signature for the goods is given by The Customer or their agent, or
    - c) A claim is not made on The Company and the carrier in writing within 3 days of arrival or such shorter time as may be required by the conditions of carriage, or
    - d) The damage is caused by the condition of the approaches to or on the destination, or
    - e) The damage or loss occurs after arrival, or
    - f) In the case of a whole consignment failing to arrive we are not notified in writing by you within 7 days of receipt of our invoice or advice of despatch.]Our liability in respect of goods lost or damaged in transit shall be limited to repairing or replacing such goods.
  16. **Guarantee condition.** Goods are supplied by The Company subject to manufacturers guarantee or warranty for which The Company does not accept any liability or claim which results as a direct defect of the product. Save as otherwise provided by the other conditions of The Company the following are implied in all contracts. Sale of Goods Act 1979. Supply of Goods and Services Act 1982. Sale and Supply of Goods Act 1994. The Sale and Supply of Goods to Consumers Regulations 2002.
  17. **Force Majeure.** The Company shall be under no liability for any delay of delivery or failure of a product to perform in the event of circumstances beyond The Company's reasonable control. To include, but not limited to, Act of God, legislation, war, fire, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute.
  18. **Governing Law.** The interpretation and application of the contract shall be in accordance with English Law and both parties hereby agree to submit to the non-exclusive jurisdiction of the English Courts.