

Terms & Conditions of Sale

These Terms govern the relationship between the Purchaser and Thames Roofing & Building Supplies Limited (the “Company”) in respect of all Goods purchased under an Order. Each Order, together with these Terms, shall constitute a separate Contract between the Company and the Purchaser.

These Terms impose obligations on Purchasers to notify the Company of certain matters within specified time limits and limit the liability of the Company. Particular attention is drawn to clause 7.

1. THESE TERMS

- a) Quotations by the Company are for information only and shall not constitute an offer. An offer is made when the Purchaser submits an Order and is only accepted if accepted in writing by the Company or by collection or delivery of the Goods in accordance with these Terms.
- b) The ordering of Goods by the Purchaser or the accepting of delivery or the collection of the Goods by the Purchaser shall be deemed to be unconditional acceptance by the Purchaser of these Terms and its acknowledgement that they supersede, override and exclude:
 - i) all previous negotiations, representations or agreements between the parties; and
 - ii) any other terms and conditions in any document or other communication used by the Company or the Purchaser.
- c) The Company reserves the right to make any changes to the specification of the Goods which are required to conform with any applicable law or regulation or which do not materially affect the quality or performance of the Goods.

2. PRICES

- a) Unless expressly stated otherwise in writing by the Company, Orders are accepted on the basis that the price stated is the price of Goods for delivery or collection in accordance with the Contract. The Company may at any time prior to the Goods leaving the Company's premises increase the stated price to reflect any increase in costs to the Company due to any factor beyond the control of the Company such as (without limitation) currency fluctuation, increase in labour, materials or other costs of manufacture, any change in delivery date, quantities or specifications of the Goods requested by the Purchaser, or any delay caused by any instruction of the Purchaser or failure of the Purchaser to give the Company adequate information or instructions. Such revised price shall be binding on the Purchaser. All prices are exclusive of any applicable sales tax or excise duty which shall be payable by the Purchaser where applicable.
- b) Subject to clause 6 below in relation to defective Goods, restocking or related charges may be applied at the Company's discretion in the case of returns arising from unwanted or over-ordered Goods.
- c) All prices are subject to VAT at the standard rate.
- d) Orders are accepted on the basis that the price will be that ruling on the day of delivery.

3. PAYMENT

- a) Unless otherwise agreed in writing invoices shall be raised at any time on or after delivery and shall be due and payable on the last working day of the month following the month in which the Goods were delivered or collected. All payments must be made by the Purchaser in cleared funds

without counterclaim or set-off.

b) If the Purchaser shall fail to make payment in full in accordance with these Terms then (without prejudice to any other rights of the Company and in addition to the loss of any discount) the Company shall be entitled to demand immediate payment of, and the Purchaser will indemnify the Company in respect of, all amounts owing whether they are due or not. Interest and costs shall accrue to overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and 2013 or any subsequent amendments thereof. Such interest and costs shall be payable after as well as before any judgment.

c) If the Purchaser fails to make payment in accordance with these Terms or fails to make payment in full for any goods or services to any other Group Company in accordance with the contractual terms applying thereto then the Company shall be entitled without incurring any liability to:

i) suspend all or any other deliveries to be made under that or any other contract with the Purchaser. In such event the Purchaser shall not in any respect be released from its obligations to the relevant company under that or any such contract; and/or

ii) terminate the relevant contract or any other contract with the Purchaser in accordance with clause 0 below and claim damages from the Purchaser.

d) Where carriage, packing or other charges are stated separately from the price they will nevertheless be payable by the Purchaser at the same time as if they formed part of the price. The Company shall be entitled to sue for the price of Goods and such other charges whether or not title in such Goods shall have passed to the Purchaser in accordance with clause 5 below.

e) Time for payment is of the essence of the Contract.

f) Notwithstanding the foregoing, the Company reserves the right to require payment of the price by way of cleared funds before delivery of any Goods or at any time thereafter.

g) Cheques should be made payable to; Thames Roofing & Building Supplies Ltd.

h) BACS should be made to Thames Roofing & Building Supplies Ltd. Sort code: 30-97-24.
Account code: 00450135

i) Credits are only valid for 3 months.

j) Any stock item returns are subject to a 25% restocking charge. NON stock items CANNOT be returned.

k) Late payments are subject to a charge.

l) It is the purchaser's responsibility to furnish us with and changes affecting their account status.

m) Equitable and beneficial ownership shall remain with the company until all sums owing from the purchaser have been received.

4. DELIVERIES, COLLECTIONS AND RISK

a) All delivery or collection times quoted are estimated targets only. Whilst the Company will use all reasonable endeavours to meet any such targets it accepts no liability whatsoever for any damage or loss resulting from delayed delivery or availability for collection, unless:

i) a delivery or collection date or schedule has been agreed in writing;

ii) the Company has failed for at least 21 days after the agreed date to make a delivery or make the Goods available for collection; and

iii) the Purchaser has then given the Company at least 7 days' notice in writing of its intention to rescind the Contract or bring a claim and at the end of the period given, the Goods have not been delivered or made available for collection.

b) In the event that a valid claim is notified to the Company in accordance with clause 4(a) the

Company shall under no circumstances whatsoever have any liability to pay to a Purchaser a sum greater than the price of the Goods in respect of which a failure to deliver or make available for collection is alleged.

c) On notification to the Purchaser that the Goods are ready for despatch the Purchaser shall accept immediate delivery or in the case of collection from the Company's premises shall arrange for prompt collection of the Goods failing which the Company may:

i) either effect delivery by whatever means it thinks most appropriate or arrange storage at the Purchaser's risk and expense pending delivery; and

ii) after 14 days' notice to the Purchaser requiring it to take delivery, at any time re-sell or otherwise dispose of the Goods or part of them without prejudice to any other rights the Company may have against the Purchaser for breach of contract or otherwise.

d) If the Goods are not delivered on the expected date the Purchaser shall give written notice to the Company within 48 hours.

e) In cases where the Company concludes the contract of carriage and or arranges for the insurance of the Goods in transit, the Company shall be deemed to be acting solely as agent of the Purchaser and sub-sections (2) and (3) of Section 32 of the Sale of Goods Act 1979 shall not be applicable.

f) Where the Goods are to be delivered by instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these conditions or any claims by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.

g) If we fail to deliver the Goods for at least 21 days after the quoted delivery time, you may (by informing us in writing) cancel the contract, however:

i) you may not cancel if we receive your notice after the goods have been dispatched; and

ii) if you cancel the contract, you can have no further claim against us under that contract.

h) If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).

i) Where the price quoted and accepted is for delivery at the premises of the Purchaser or a third party such delivery shall be made on hard roads to a hard and safe draw-in site suitable for unloading during normal working hours on normal working days and it shall be the responsibility of the Purchaser to ensure that delivery can be effected in this manner.

j) If it has been agreed that the Company will deliver the Goods at the premises of the Purchaser or a third party the Purchaser shall provide good firm level and cleared ground on which to stack the Goods. It shall be the responsibility of the Purchaser to ensure that the Goods are properly and safely stacked, stored and protected. All Goods supplied to the Purchaser hereunder shall be stored and fixed in accordance with the manufacturer's instructions set out in the latest written recommendations or the Company's technical literature and the Company shall not be under any liability for any loss or damage which may arise as a result of the failure to adhere to such recommendations in all respects.

k) If off-loading is to be effected by the use of a vehicle mounted crane then it shall be the responsibility of the Company to arrange such off-loading and risk shall pass once the Goods have been off-loaded. In all other cases it shall be the responsibility of the Purchaser to off-load the Goods at its expense and risk shall pass once the delivery vehicle arrives at the premises of the Purchaser or a third party as appropriate.

l) Where the price quoted and accepted is for collection of the Goods from the Company's premises it shall be the Purchaser's responsibility to arrange collection of the Goods in suitable and safe vehicles at times agreed with the Company. Risk shall pass when the Goods are loaded

on to the collection vehicle provided by the Purchaser or its agent and entry of the Purchaser's vehicles onto the Company's premises shall be at the Purchaser's risk.

m) Goods supplied by the company are at the purchaser's risk from the time that they are collected by the purchaser or his agent or are delivered to the purchaser or any other delivery point.

n) The Purchaser shall keep the Goods fully insured (with the policy held on trust for the Company) against all risks normally insured against at least throughout the period between the risk therein passing to the Purchaser and the title therein ceasing to remain with the Company.

o) The Purchaser shall fully indemnify the Company in respect of any claims, liabilities damages, costs and expenses made against or incurred by the Company by reason of damage caused to person or property and arising out of a failure by the Purchaser to comply with the provisions of this clause.

p) The Company may decline to deliver if:

i) the Company believes that it would be unsafe, unlawful or unreasonably difficult to do so; or

ii) the premises (or access to them) are unsuitable for our vehicle.

q) The Purchaser will be liable for reasonable delivery costs incurred where we have declined to deliver in accordance with this clause.

r) If the purchaser has left instructions for the Goods to be left in their absence any damages must be notified to the Company within 24 hours of delivery enclosing, wherever possible, evidence of the damage. (It will be at the purchasers own risk and the company will not be held for any damages as hereafter)

s) The Purchaser will become the owner of the Goods they have ordered when delivered to them. Once the Goods have been delivered they will be held at the Purchaser's own risk and the Company will not be liable for the loss or destruction of the Goods.

t) The company reserve the right to counter charge any costs or fines incurred when attempting to deliver goods to the purchaser.

u) The company reserve the right to charge for haulage for materials delivered.

v) The purchaser shall obtain any necessary permits from the responsible authorities for stacking materials on footpaths or carriageways and accept the responsibility for providing cones or lighting where required.

w) The purchaser is responsible for providing sufficient labour to off-load and stack materials on site unless previously alternative arrangements have been made with our transport department.

5. TITLE TO GOODS

a) Notwithstanding delivery or collection of the Goods or of any documents relating to them the Company will remain the sole and absolute owner of each item of the Goods and title shall not pass until payment in full has been made of:

i) the price for the Goods and any other sums payable in respect of the Goods including interest payable hereunder; and

ii) any sums payable (whether due or not) for other goods or services previously or subsequently sold by the Company or any Group Company to the Purchaser and any other sums payable in respect of these other goods including interest.

b) For the purpose of these Terms all Goods of the same description purchased by the Purchaser from the Company and subsequently used or sold by the Purchaser shall be deemed to have been used or sold on a "first in first out" basis. The Purchaser shall unless otherwise agreed by the Company in writing ensure that all goods which are in the possession or control of the Purchaser,

and the property which remains with the Company, are stored separately and labelled so that they may be readily identified.

c) The Purchaser may sell any item of the Goods in the ordinary course of its business prior to the Company receiving payment in full of such item and in such event the Purchaser shall hold on trust for the Company and shall account to the Company for the proceeds of sale of such item. The right to sell the Goods under this clause shall cease if the Company revokes this right by informing the Purchaser in writing or on the occurrence of any of the insolvency events set out in clause 0.

d) The Company shall be entitled by its employees or agents to enter upon or into any land buildings or vehicles where the Goods or part of them are situated to retake possession of them and the Purchaser hereby grants a licence to the Company for this purpose. Upon request the Purchaser shall notify the Company of the location of any Goods which are the Company's property. If the Goods have previously been laid or fixed then the Company may nevertheless retake possession of them but in so doing shall endeavour not to cause unnecessary damage.

6. CLAIMS FOR DEFECTIVE GOODS, ETC.

a) Whether the Goods have been delivered by the Company or have been collected by the Purchaser, the Purchaser shall immediately after off-loading is completed examine the Goods to check that the correct quantity has been delivered and that they have no apparent defects. If the Goods have been delivered by the Company the Purchaser will on request by the delivery driver sign a receipt slip. If the Purchaser is not satisfied with the Goods following their examination the Purchaser shall:

i) notify the Company that it refuses to accept the Goods and indicate the nature of its dissatisfaction: such notification must in every case be immediately after delivery or collection and confirmed in writing to the Company within 4 days thereof; and

ii) always give the Company an opportunity to inspect the Goods concerned in the condition and location in which they were off-loaded.

b) The Company requires all claims to be made by the Purchaser to the Company in writing as soon as possible and in any event:

i) claims in respect of short delivery or in respect of defects which are apparent on examination must be made in any event within 28 days of delivery;

ii) claims in respect of defects which are not apparent on examination must be made in any event within 7 days of discovery; and

iii) time for making all such claims is of the essence of the Contract and the Company's liability shall be limited as set out in clause 7.

c) The Purchaser shall not be entitled to reject the Goods or any part thereof by reason only of short delivery.

d) Under no circumstances shall the Company be liable to the Purchaser for any claim arising out of:

i) any description, samples, specification or other particulars relating to the Goods or their suitability for any particular purpose or for use under specific conditions unless agreed in writing by the parties or contained in the Company's publication;

ii) the Goods supplied not being in every way similar to examples of the Company's products previously supplied, for example because the manufacturing process used by the Company means there may be variations in colour and its intensity; or

iii) technical information, recommendations, statements or advice given by or on behalf of the Company relating to the methods of fixing or installing the Goods.

e) The Company's employees or agents are not authorised to make any representations, or give

any advice or recommendations, concerning any goods or services unless confirmed by the Company in writing.

f) Defect goods must not be used or disposed of until instructions concerning the materials are issued by the company

7. WARRANTY AND INDEMNITY AND LIMITS ON CLAIMS

a) All warranties and indemnities offered by the Manufacturer are only applicable to products sold within Great Britain.

b) Subject to the conditions set out below the Manufacturer warrants that the Goods will correspond in all material respects at the time of delivery with:

i) the description, specification and particulars of the Goods contained in the Manufacturer's publications valid at the date the Goods are ordered and upon which the Purchaser shows it relied; and

ii) any additional description specification or particulars agreed in writing by the parties.

c) The above warranty is given by the Manufacturer subject to it being under no liability:

i) in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal conditions of weather, working or of use, failure to follow the Manufacturer's instructions (whether oral or in writing), or misuse of the Goods;

ii) under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment; or

iii) in the event that the Goods suffer from colour or other minor variances or irregularities which habitually occur in products manufactured by the process used by the Manufacturer.

d) Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The statutory rights of consumers (within the meaning of the Unfair Contract Terms Act 1977) are not affected by this clause.

e) Any claim by the Purchaser which is based on the matters referred to in clauses 6(a) or 6(b) shall be notified in the manner and within the time limits set out therein. If the Purchaser fails to comply with this clause 7(e):

i) the Purchaser shall not be entitled to reject the Goods (in the case of claims under clause 6(a));

ii) the Company shall have no liability; and

iii) the Purchaser shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

In the event that a valid claim is notified to the Company in accordance with these Terms, the Company shall deliver or make available for collection (as appropriate) replacement Goods free of charge or at the Company's sole discretion refund to the Purchaser the price of the Goods.

Under no circumstances shall the Company have any liability to a Purchaser in respect of any of the matters referred to in clause 6 greater than that expressed in this sub-clause.

f) In the case of any claim by the Purchaser which is based on any defect in the quality or condition of the Goods or their failure to correspond with their description specification or particulars, a representative number of the relevant batch of the Goods shall be taken in the presence of an authorised representative of the Manufacturer and shall be referred for appropriate testing to an expert to be mutually agreed upon, or failing such agreement to be nominated by the President for the time being of the Institute of Civil Engineers and the report of such an expert shall be final and binding on both parties. The expert's fee for performing such tests shall be paid by the Company in the event that a valid claim is established by the Purchaser but shall otherwise be paid by the Purchaser.

g) Except as provided herein, the Company shall not be liable to the Purchaser by reason of any

representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract or any advice or assistance given relating to the Goods or their handling installation use or disposal, for any direct or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for direct or consequential compensation whatsoever (and whether caused by negligence of the Company, its employees or agents or otherwise) which shall arise out of or in connection with the supply of the Goods or their use or resale by the Purchaser, except as expressly provided in these Terms.

h) The Purchaser shall indemnify the Company in respect of any claims, proceedings, liabilities, damages, costs and expenses of whatsoever nature made against or incurred by the Company and arising out of a failure by the Purchaser to observe the Manufacturer's instructions (whether oral or in writing) relating in any way whatsoever to the Goods.

i) Nothing in these Terms limits a party's liability for death or personal injury caused by its negligence.

j) The company acts simply as the suppliers of the goods to the order of the purchaser. Any knowledge provided indicating the purpose for which the goods are intended to be used does not imply any representation of warranty by the company as to the quality or fitness for the purpose of the goods supplied. The use of the goods is the sole responsibility of the purchaser.

8. SPECIFICATION

a) If we prepare the goods in accordance with your specifications or instructions you must ensure that:

i) the specifications or instructions are accurate;

ii) goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and

iii) your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.

b) We reserve the right:

i) to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and

ii) to make without notice any minor modifications we think necessary or desirable.

c) Goods may not be re-branded without the Manufacturer's prior agreement.

9. EXPORT TERMS

a) This clause applies (except to the extent that it is inconsistent with any written agreement between us) where we supply the goods over an international border or overseas.

b) The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these Terms prevail over the Incoterms to the extent that there is any inconsistency.

c) Unless otherwise agreed, the goods are supplied ex works our place of manufacture.

d) Where the goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.

e) You are responsible for arranging testing and inspection of the goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit.

f) We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).

10. HEALTH AND SAFETY AT WORK

The Purchaser shall observe the health and safety instructions issued from time to time by the Company (copies of which are available on request) and shall be solely responsible for and shall keep the Company indemnified against any claims, liability, damages, costs and expenses arising directly or indirectly from use of the Goods other than in accordance with such health and safety instructions.

11. FORCE MAJEURE

The Company shall not be liable for any loss or damage caused by non-performance or delay in the performance of any of its obligations to the Purchaser due to act of God, war, civil disturbance, government action, strike, lock out or trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining materials, breakdown in machinery, fire or accident or any other causes whatsoever beyond the control of the Company. Should any such event occur the Company reserves the right to cancel or suspend the contract with the Purchaser without incurring any liability for any loss or damage thereby occasioned.

12. CANCELLATION AND TERMINATION

- a) The purchaser may terminate any Order by giving notice of cancellation within 24 hours' of placing the Order. Failure to provide such notice within 24 hours will entitle the Company to charge the purchaser 25% of the cancelled order value. Persistent cancellation of placed orders by the purchaser, even with 24 hours' notice, will also entitle the Company to charge 25% of the cancelled order value. The Purchaser may not terminate the Order within 48 hours of its targeted delivery date or if the Goods have already been dispatched by the Company.
- b) The Company may by notice in writing to the Purchaser terminate a Contract in respect of any or all Orders forthwith if:
 - i) the Purchaser commits any breach of any of these Terms (including without limitation terms concerning the time for payment of the purchase price) of this or any other contract with the Company;
 - ii) the Purchaser compounds with or negotiates for any composition with its creditors generally;
 - iii) being an individual, the Purchaser shall die or have a receiving order made against him or commits an act of bankruptcy or enters into a voluntary arrangement; or
 - iv) being a Company, the Purchaser shall call any meeting of its creditors or have a Receiver or Administrator appointed or enter into any liquidation or insolvency (as set out in clause 0(f)).
- c) In the event of any such termination, the Company shall in addition to exercising its rights to repossession of the Goods under clause 5 of these Terms be entitled by notice in writing to the Purchaser to declare (and there shall forthwith become) immediately due and payable any amounts outstanding from the Purchaser to the Company under this or any other contract.
- d) The provisions of this clause 0 and the exercise by the Company of its rights there under are without prejudice to any other rights and remedies available to the Company.

13. GENERAL

- a) These Terms shall be governed by English law and the parties hereby submit to the nonexclusive jurisdiction of the English Courts.
- b) No variation of these Terms shall be effective unless specifically agreed by the Company in writing.
- c) No waiver by the Company of any breach of the Contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provisions. No failure or delay by

us in enforcing any of our rights shall constitute a waiver of any of our rights. No waiver shall be effective unless in writing signed by us.

d) If you are more than one person, you are jointly and severally liable for all of your obligations under these Terms.

e) If any of these terms are unenforceable as drafted:

i) it will not affect the enforceability of any other of these terms; and

ii) if it would be enforceable if amended, it will be treated as so amended.

f) We may treat you as insolvent if:

i) you are unable to pay your debts as they fall due; or

ii) you (or any item of your property) become the subject of:

a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);

b. any application or proposal for any formal insolvency procedure; or

c. any application, procedure or proposal overseas with similar effect or purpose.

g) Other than as stated at clause 7(b), all brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.

h) Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.

i) No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.

j) The only statements upon which you may rely in making the contract with us are those made in writing by someone who is (or whom you reasonably believe to be) our authorised representative and either:

i) contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or

ii) which expressly state that you may rely on them when entering into the Contract.

k) Please note that we may transfer personal information about you to those we may appoint to administer your account or recover amounts owing. That may include, for example, passing information about you to our insurers, debt recovery agents and solicitors, if you fail to pay us.

l) You may not assign your rights under this Contract.