

**ALL4MATS LIMITED – Conditions of Sale**

**THIS IS AN IMPORTANT LEGAL DOCUMENT WHICH YOU SHOULD READ BEFORE ENTERING INTO ANY CONTRACT WITH US FOR SUPPLY OF GOODS BY US TO YOU. YOUR ATTENTION, IN PARTICULAR IS DRAWN TO CONDITION 7 WHICH CONTAINS LIMITS TO AND EXCLUSIONS OF OUR POTENTIAL LIABILITY TO YOU**

**PLEASE SIGN A COPY OF THE DOCUMENT WHERE INDICATED  
AT ITS FOOT AND RETURN IT TO US**

**Interpretation**

- 1.1 In these Conditions:-
- |              |  |
|--------------|--|
| “Conditions” | means the conditions of sale set out in this document  |
| “Contract”   | means the Contract between you and us for the purchase and sale of the Goods incorporating these Conditions        |
| “Goods”      | means the goods (including any instalment of the goods) which we are to supply in accordance with these Conditions |
- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.3 These are the Conditions upon which we, All4mats Limited (company number 7520056) deal with you, our customer. They govern all our dealings with you to the exclusion of any other terms and conditions subject to which any order for the Goods is purported to be made by you. Once you have acknowledged receipt of one set of the Conditions (whether by signing and returning them or otherwise) the Conditions will then apply to all subsequent dealings which we have for the supply of Goods unless and until we advise you, in writing, otherwise.
- 1.4 No variation of these Conditions shall bind us unless we agree it in writing.
- 1.5 Only we, acting by an authorised signatory in writing, are authorised to make any representations concerning the Goods. You acknowledge that you do not rely on any representations which are not confirmed in this way. Brochures advertising and other promotional material issued by or on behalf of us do not form part of the Contract and no statement contained in that material is a representation or warranty on which you have relied or should rely in entering into the Contract.
- 1.6 If we waive any breach of the Contract, it should not be considered by you to be a waiver of any further breach.
- 1.7 If any provision of these Conditions is held to be invalid or unenforceable in whole or in part the remainder of these Conditions shall continue to apply.
- 1.8 The Contract shall be governed by the laws of England.

**Order and Specification**

- 2.1 No order submitted by you shall be deemed to be accepted by us unless and until confirmed by us in writing.
- 2.2 You shall be responsible to us for ensuring the accuracy of the terms of any order which you submit and for giving us any necessary information relating to the Goods within a sufficient time to enable us to perform the Contract in accordance with its terms.
- 2.3 You may not cancel any order for Goods which we have accepted unless we agree to such cancellation in writing and you agree to indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses which we have incurred as a result of the cancellation.
- 2.4 We reserve the right to make any changes in the specification or packaging of the Goods which are required to conform with any applicable safety or other statutory requirements or which do not materially affect their quality or performance.

**Contract Price**

- 3.1 The price of the Goods shall be the price quoted from time to time in our published price list, in an email which we may send to you and/or confirmed in our acceptance of your order. We may alter the price at any time before we accept your order without giving you any notice. Prices notified to you are usually applicable for 14 days and will automatically lapse after that time.
- 3.2 We reserve the right, by giving you notice at any time before delivery of the Goods to increase the price of the Goods to reflect any increase in the costs of fulfilling your order due to any factor beyond our control.
- 3.3 If we agree to deliver the Goods to any location outside our own premises, you will be liable to pay any extra charges incurred regarding transport, packaging, insurance and all other reasonable costs relating to the delivery of the Goods.
- 3.4 All prices quoted by us will be exclusive of value added tax, which you will also be liable to pay to us.

### **Terms of Payment**

- 4.1 We shall be entitled to invoice you for the price of the Goods at any time after we accept your order. The time of payment of the price shall be of the essence of the Contract.
- 4.2 If you fail to pay us on the due date then, without prejudice to any other right or remedy available to us, we shall be entitled to:-
- 4.2.1 cancel the Contract or suspend any further deliveries of Goods to you;
- 4.2.2 appropriate any payment made by you to the Goods as we think fit; and
- 4.2.3 charge you interest (both before and after judgment) on the amount unpaid at the rate of 8% per annum above the base rate of the Bank of England from time to time until payment is made in full, together with compensation for late payment under the Late Payment of Commercial Debts (Interest) Act 1998 and the Regulations made under that Act.

### **Delivery of Goods**

- 5.1 You will take delivery of the Goods by collecting them at our premises when we notify you that the Goods are ready for collection or, if some other place for delivery is agreed between us, by us delivering the Goods to that place.
- 5.2 Any dates quoted for delivery of the Goods are approximate only. Time for delivery shall not be of the essence of the Contract. We are entitled to deliver the Goods in advance of the quoted delivery date if we give you reasonable notice.
- 5.3 If we fail to deliver the Goods (or any instalment of them) for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly found to be liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 5.4 If you fail to take delivery of the Goods or fail to give adequate delivery instructions (for reasons other than our fault) then, without prejudice to any right or remedy available to us, we may:-
- 5.4.1 store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage; or
- 5.4.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract.
- 5.5 Where we are to deliver the Goods in instalments, each delivery shall constitute a separate contract and failure by us to deliver any one or more of the instalments in accordance with these Conditions or any claim by you in respect of any one or more instalments shall not entitle you to treat the Contract as a whole as repudiated.

### **Risk and Property**

- 6.1 Risk of damage to or loss of the Goods shall pass to you:-
- 6.1.1 in the case of Goods to be delivered at our premises, at the time when we notify you that they are available for collection;
- or
- 6.1.2 in the case of Goods to be delivered elsewhere, at the time of delivery or (if you fail to take delivery of the Goods) the time when we have attempted to effect delivery of the Goods.
- 6.2 The property in the Goods shall not pass to you until we have received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by us to you for which payment is then due.
- 6.3 Until such time as the property in the Goods passes to you, you shall hold the Goods as our fiduciary agent and bailee and shall keep the Goods separate from your own and those of third parties and properly stored, protected and insured and identified as our property. Until that time you shall be entitled to resell or use the Goods in the ordinary course of your business but shall account to us for the proceeds of sale of the Goods (including insurance proceeds) and shall keep all such proceeds separate from any of your money or that of third parties.
- 6.4 Until property in the Goods passes to you (and provided the Goods are still in existence and have not been resold or reprocessed) we shall be entitled at any time to require delivery of the Goods to us. If you fail to do so we will be entitled to enter upon your premises or those of any third party where the Goods are stored and repossess the Goods.

### **Warranties and Liabilities**

- 7.1 Subject to the Conditions set out below we warrant that the Goods will be of satisfactory quality at the time of delivery.
- 7.2 We shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods is not paid by the due date for payment.
- 7.3 We shall be under no liability to you in respect of any defect in the Goods arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow instructions or directions in respect of the use of the Goods (whether given by us or by another person and whether oral or in writing) misuse or alteration or repair of the Goods or use of the Goods in any process or compound without our express written approval.
- 7.4 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.5 You must notify us as soon as reasonably practicable, but in any event within 2 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 2 days after discovery of the defect or failure of any claim which you make based on any defect in the quality quantity or condition of the Goods or their failure to correspond with specification (whether or not you refuse delivery). If delivery is not refused and you do not notify us accordingly you shall not be entitled to reject the Goods and you shall be bound to pay the price as if the Goods had been supplied in accordance with the Contract.
- 7.6 Where you have a valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or we shall be entitled to replace the Goods (or a proportionate part of them) free of charge or, at our sole discretion, to refund to you the price for the Goods (or a proportionate part of the price), but we shall have no further liability to you.
- 7.7 Except in respect of death or personal injury caused by our negligence, we shall not be liable to you 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 for any consequential loss or damage (whether for loss of profit or otherwise), costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of us, our employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by you.
- 7.8 We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of our obligations in relation to the Goods if the delay or failure was due to any cause beyond our reasonable control.

### **Insolvency**

- 8.1 This Condition applies if:-
- 8.1.1 you make any voluntary arrangement with your creditors (whether formal or informal) or become bankrupt or go into liquidation; or
- 8.1.2 a receiver or administrator is appointed over any of your property or assets; or
- 8.1.3 you cease to carry on business; or
- 8.1.4 we reasonably apprehend that any of the events mentioned above is about to occur and notify you accordingly.
- 8.2 If this Condition applies then we shall be entitled to cancel the Contract or to suspend any further deliveries of the Goods under the Contract without any liability to you and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### **9. Notices**

- 9.1 Any notice to be given under these Conditions shall be delivered by hand or sent by first class post to the usual address or registered office of the addressee or to such other address in Great Britain as the intended recipient may from time to time have notified the other party for the purpose of this clause, or sent by fax or email.
- 9.2 Notice shall be deemed to have been received:-
- 9.2.1 if sent by first class post 24 hours after posting;
- 9.2.2 if delivered by hand on the day of delivery;
- 9.2.3 if sent by fax or email at the time of transmission.

**Acceptance**

We, the Company's customer, hereby acknowledge that we have read the foregoing terms and conditions

.....  
Signed

.....  
Date

.....  
Print Name

.....  
Company (if applicable)

.....  
Position