



## **PETER BENNIE LTD**

### **CONDITIONS OF SALE**

#### **1 - Definitions**

- 1.1 "The Company" means Peter Bennie Ltd.
- 1.2 "The Customer" means the individual, firm, company or other party to be supplied with the goods by the contract.
- 1.3 "Goods" means the goods, materials, hire, service and or other items to be supplied pursuant to the contract.
- 1.4 "Supply" includes (but is not limited to) any supply under the contract of sale.
- 1.5 "The Contract" means the contract for sale, hire and purchase of the goods and services made between the company and the customer to which these conditions apply.

#### **2 - Scope**

- 2.1 These conditions apply to all sale of goods, supply and or the provision of service by the Company and shall prevail over any consistent terms or conditions or referred to in the Customers order or in correspondence elsewhere unless specifically agreed in writing by a Director of the Company and any conditions or stipulations to the contrary are hereby excluded or extinguished.
- 2.2 In the event that the Company has not given a written acknowledgement of the Customers order these conditions, provided that the Customer shall have had prior notice of them, shall nonetheless apply to the contract.
- 2.3 The Customer must accept the Conditions of Sale set out unconditionally. The Customer is purchasing goods and services in the course of business and the Customer does not rely on the skill or judgement as to the fitness of the goods, materials and services being supplied for any particular purpose beyond what is stated at the time of purchase. The Company will record and monitor information relating to your trade credit performance and such information may be made available to other organisations to assess applications for credit.

#### **3 - Quotations, Orders & Prices**

- 3.1 Quotations are not fixed prices and may be altered to take in to account any changes taking place between the date of the quotation and the Company's acceptance of the Customers order in the price of raw materials, rates of wages or any other costs to the Company.
- 3.2 Quotations remain open for a period of 30 days but may be withdrawn if written acceptance has not been received by the Company within this period.
- 3.3 All quotations are subject to availability of materials at the time of order and the time delivery is required. Any time or date for delivery is an estimate only and the Company will not accept responsibility for non-delivery or late delivery arising from any cause beyond its control.
- 3.4 Unless otherwise stated, quotations are based on FULL loads to be discharged at one point within 30 minutes of the vehicles arrival on site. Standing time thereafter will be charged at the appropriate rate.
- 3.5 Additional charges will be made if the delivery is required in part loads.
- 3.6 All quotations and prices are exclusive of VAT and the Customer shall pay any and all taxes, duties and other government charges payable in respect of the goods and services.
- 3.7 Orders will only be accepted on the basis that the delivery point can be approached by good hard roads with adequate turning and unloading space.
- 3.8 The Company reserves the right to refuse to make a delivery if in the opinion of its driver the conditions on the site or its access roads are unsafe or are likely to cause injury to persons or damage to vehicles or other property. Failure to comply may result in refusal to deliver and charges for cost incurred.
- 3.9 If the Customer requires an order number to be quoted to the stage of invoicing then the Customer must provide an order number to the Company in writing at the point of ordering. Orders will be processed using this number and subsequently the order number will appear on the invoice.

#### **4 - Cancellations**

- 4.1 Cancelled aggregate orders will only be accepted if the Company is notified in writing and in time to prevent loading of the vehicle or its departure from the place of loading.
- 4.2 Cancelled building stone and masonry orders will only be accepted if the Company is notified in writing within 24 hours of the loading of the vehicle. Bespoke items to your specific project will still be charged in full if work has already commenced.
- 4.3 Cancelled haulage, hire and service orders will only be accepted if the Company is notified in writing within 24 hours of commencement of hire or service.
- 4.4 An appropriate aborted load charge will apply for cancelled aggregate, building stone and masonry if the Company is not notified within the time limit specified.
- 4.5 Cancelled haulage, hire and service orders will be charged in full if the Company is not notified within the time limit specified.

#### **5 - Materials, Supply and Delivery**

5.1 The Company's liability arising out of materials found at the time of delivery to be defective, short or not as ordered is limited to a replacement delivery. No claims for defective material or for material not as ordered will be entertained unless the Customer:

- 5.11) Notifies the Company by telephone on the day of delivery
- 5.12) Confirms the complaint in writing to the company within 3 days of delivery.
- 5.13) Allows the Company all reasonable facilities to investigate the complaint.

NO CLAIMS FOR ANY CONSEQUENTIAL LOSSES WILL BE ACCEPTED.

- 5.2 Customers must ensure that any materials offered for sale by the Company are "suitable for the purpose" for which they propose to use them.
- 5.3 The Company offers no warranty that the goods are suitable for any particular use unless the Customer shall first have advised the Company in writing of all relevant factors relating to the particular purpose and the Company has confirmed in writing that the materials are suitable for that purpose.

#### **6 - Payments, Terms and Methods**

- 6.1 If the Customer does not have a credit account with the Company then the Customer shall pay for the goods or services before the time of delivery, on delivery or collection.
- 6.2 If the Customer does have a credit account with the Company then they are entitled to payment terms of 30 days end of month from the invoice date providing they are within their agreed credit limit.
- 6.3 Requests for extended payment terms are not accepted by the Company unless specified in writing by the Company to the Customer.
- 6.4 The Customer's credit account will be suspended if the Customer:
  - 6.41) exceeds their agreed credit limit
  - 6.42) fails to comply with their agreed payment terms
  - 6.43) fails to comply with any of the agreed conditions set out
- 6.5 The Company may refuse to accept or complete an order, suspend supplies or withdraw special agreed terms as the Company deems appropriate and also withdraw the Customer's credit account at any time.
- 6.6 The Company reserves the right under the Late payment of Commercial Debts (Interest) Act 1998
- 6.7 Property in the goods shall pass to the Customer when the Company has received actual cleared funds for the goods.
- 6.8 The Customer shall not have the right to off set or withhold payment properly due to the Company in the event of a dispute with the Company. Offsets may only be done when agreed in writing by the Company.
- 6.9 The Company accepts the following methods of payment:
  - 6.91) Bankers Automated Credit. The Companies banking details can be found at the bottom of its invoices and also can be requested from an employee of the Company.
  - 6.92) Cheque. To be made payable to the Company, "Peter Bennie Ltd" and posted to the trading address which can be found on the top of the Companies invoices and paperwork. Goods will only be supplied once cheque payments have been cleared.
  - 6.93) Debit and Credit Card. Credit account Customers can telephone credit control to arrange to take a payment from a card. The Company accepts most major cards except for VISA Electron and American Express.
  - 6.94) Cash. Do not send cash in the post. Please take cash to a quarry or bring in to an office.

#### **7 - Invoicing, Queries and Returns**

- 7.1 Invoice queries must be notified to the Company within 10 days of receipt of the invoice
- 7.2 Quantity and price discrepancies will be resolved by the Company in accordance with the Customer's quotation, official order and delivery note.
- 7.3 Order numbers will only be quoted on invoices if the Customer has quoted an order number at the point of ordering. The Company will not accept order number disputes if they have not been provided with them.
- 7.4 The Company is entitled to charge the Customer a £5.00 administration fee for requests for proof of delivery.
- 7.5 If the Customer wishes to return goods then the Company may charge a 20% re-stocking charge and deduct the amount from the Customer's credit.
- 7.6 Bespoke building stone and masonry goods cannot be returned for credit.
- 7.7 The Company's General Sales Manager's decision to credit is final and any complaint must be expressed in writing to them.
- 7.8 If a credit is agreed to the Customer then the Company endeavour to credit the Customer within 7 days.

#### **8 - Retention of Title**

8.1 The Company reserves the right to "Retention of Title" on all items of goods machinery and equipment sold and ownership of the said goods, machinery and equipment does not pass on to the Customer until the said items of machinery and equipment has been paid for in full by the Customer to the Company and funds have cleared.

#### **9 - Contracts (Rights of Third Parties Act 1999)**

9.1 Notwithstanding any other provision of this Contract agreement a person who is not a party to this Contract agreement shall have no rights under the Contracts (Rights of Third Parties Act 1999) to rely upon or enforce any terms of this Contract agreement.