

# CONDITIONS OF SALE

## General.

1. These terms and conditions apply to sales by H Tuckwell and Son Ltd (including its various trading names) here after termed the Company. An official of the Company must confirm any variations or additional terms agreed, in writing.

## Quotations.

2. Quotations are applicable to the supply of goods at date of quotation and are subject to increase on a rise and fall basis of costs, and are valid for 30 days from date of issue.
3. Quotations are based upon full loads and additional charges are made for part loads. In addition if the delivery vehicle is unable to discharge its load within thirty minutes of arrival on site then waiting time will be charged at the appropriate rate.

## Liability.

4. The customer indemnifies the Company for any damages incurred whilst delivering goods and indemnifies the driver or mate of any such vehicles for any personal injury incurred by them whilst at the delivery site or any access there to not being a public highway, except to the extent that such damage or injury is due to the negligence of the Company, the driver or mate.
5. The customer, his authorised employee or agent must promptly:
  - (a) accept delivery of the goods when they arrive at his site.
  - (b) inspect the goods before they are discharged.
  - (c) sign the delivery note.
  - (d) sign the record of any delay after arrival of the goods on site, standing time etc.

## Complaints.

6. Where there is a complaint about the quality of the goods the Customer must:
  - (a) phone the Company on the day of delivery.
  - (b) confirm the complaint in writing to the Company's office within 7 days.
  - (c) allow the Company all reasonable facilities to enable it to investigate any such complaints promptly and to advise the customer of any remedial action which may be appropriate.
  - (d) any invoice showing on the monthly statement that is disputed must be queried within 14 days of statement date.

## Title of Goods.

7. The risk in the goods shall pass to the Customer at the moment of discharge from the delivery vehicle at the Customer's site, or on loading the goods into the Customer's vehicle.

## Cancellations.

8. The customer should give sufficient reasonable notice of his requirements:
  - (a) where goods are cancelled and additional cost incurred then such costs will be the liability of the Customer.
  - (b) where goods are cancelled after the vehicle has left the depot the Customer will be responsible for the full haulage costs and any other costs incurred.

## Standards.

9. Goods sold by the Company shall be of the type/specification described on the delivery note or quotation submitted. No warranty is given that the goods are suitable for any particular purpose unless the Customer shall first have advised the Company of all relevant factors relating to the particular purpose and the Customer has confirmed in writing that the goods are suitable for that purpose.
10. Where goods supplied by the Company are proved to be defective the Company will replace the goods as promptly as possible without charge and will only reimburse the Customer for expenses proven to have been directly incurred by the Customer which are not due to:
  - (a) delays not caused by the Company.
  - (b) the goods being used for a purpose for which they are not suitable.
  - (c) the goods wrongly handled or placed.
  - (d) any defect in the design or specification of the Customer.

## Payment

11.
  - (a) Net payment for goods must be received by Company no later than end of month following month of invoice unless otherwise agreed in writing by the company.
  - (b) The Company reserve the right at its discretion to refuse to deliver any further goods or suspend supplies or impose such special terms of payment the Company deems appropriate.
  - (c) Accounts settled by credit/debit card will be subject to a 2½% card surcharge.
  - (d) REMOVED 14/05/2009

## Ownership.

12. Property of the goods shall pass to the Customer when the Company has received actual payment for the goods.
13. The Customer shall not withhold payment properly due to the Company in the event of any dispute within the Company.

## Aggregate Levy.

14. Unless otherwise stated, government aggregate levy is included at the rate applicable on the date of quotation. The Company reserves the right to amend prices to include the levy at the applicable rate at the time of delivery/collection.
15. Any claims for exemption from aggregate levy should be made at time of ordering goods.

## Invoices

16. The Company reserve the right to impose a minimum invoice value of £5.00 per transaction for debit/credit card sales.