

TERMS AND CONDITIONS OF SALE

The general terms and conditions of sale below apply to Beesley and Fildes Ltd hereinafter called Beesley & Fildes

1. GENERAL

These terms and conditions which supersede all previous conditions, shall apply to all trading between Beesley & Fildes and the customer. Acceptance by Beesley & Fildes of an order is conditional upon acceptance by the customer of the following conditions which override all other terms or conditions inconsistent therewith, expressed or implied. No variation of these conditions shall be binding upon Beesley & Fildes unless previously agreed by Beesley & Fildes in writing.

2. PRICE

A fixed price will not normally be quoted but if it is the price is subject to variation for an increase in cost of materials, haulage or in rates of wages being made in the trade after the date of the quotation. All quotations are made at the price applicable to the quantities specified in the quotation. In the event of an order for the quantities specified in any quotation not being placed with Beesley & Fildes the right is reserved to revise the prices for the quantity of goods actually supplied.

3 PAYMENT

- Unless the sale is for cash, accounts are due for payment by the last day of the month following the date of delivery. Receipts will only be recognised if on a Beesley & Fildes printed form.
- Beesley & Fildes reserve the right to refuse to execute any order or contract if the arrangements for payment or the customer's credit are not satisfactory to Beesley & Fildes. In the case of non-payment of any account when due or in the case where there shall be any default or refusal on the part of the customer to take due delivery of any goods or in the case of death, incapacity, bankruptcy or insolvency of the customer or when the customer is a limited company in the case of liquidation or the appointment of a Receiver, Administrator or nominee under a voluntary arrangement with creditors, then the purchase price of all goods and/or work invoiced and/or delivered by Beesley & Fildes to the customer to date shall immediately become due and payable from the customer to Beesley & Fildes. In addition Beesley & Fildes shall have the right to cancel every contract made with the customer or to suspend or continue delivery of goods and/or the execution of work at Beesley and Fildes option without prejudice to Beesley & Fildes right to recover any loss sustained.
- Interest at the rate of 4% above the base rate of the Bank of England accruing daily shall be payable in respect of all sums not paid by the date on which they are due.
- When there is a query/dispute on an invoice, such query/dispute must be notified to Beesley & Fildes, in writing before the date on which payment becomes due. If the customer is awaiting credit from the manufacturer or Beesley & Fildes is awaiting credit from the manufacturer on the customer's behalf, the customer cannot withhold payment of any other items on the same invoice or other invoices.
- If the customer has difficulty in paying for the goods then Beesley & Fildes may offer to accept return of those goods which are normally held in stock in place of payment, provided that those goods are in good condition.
- If a cheque received from the customer is not paid on first presentation then a charge of £25.00 will be made to the customer to compensate for bank charges and administration involved.
- If a customer wishes to pay his credit account by credit card a surcharge of 2% will be levied.

4. SET-OFF

Beesley & Fildes shall be entitled at all times to set off any sums that it may owe to the customer against any sums that the customer may owe to Beesley & Fildes.

5. EX-STOCK

Offers for delivery of goods from stock are subject to such goods remaining unsold on receipt of order.

6. DELIVERY

- The customer is under a duty to inspect the goods on delivery or on collection as the case may be.
- When goods are offered for delivery to site Beesley & Fildes obligation is to deliver as near to site as a safe hard road permits. If a vehicle delivers or collects goods to or from a place off the public road the customer shall be solely responsible for any accident or damage resulting. The customer shall provide free of charge any labour necessary for unloading goods when delivered and Beesley & Fildes driver's responsibility is limited to handling goods off the vehicle. If any Beesley & Fildes vehicle is kept on site for any unreasonable time or has to return to the depot without completing delivery through lack of assistance or if additional staff have to accompany any Beesley & Fildes driver, an appropriate additional charge will be made. If the customer does not accept delivery of goods ordered for any reason costs incurred will be charged.
- No liability is accepted for any loss arising from delay in delivery of goods unless Beesley & Fildes have expressly agreed to be bound by a delivery date which is of the essence of the contract. When delivery depends upon receipt of goods from the manufacturer, Beesley & Fildes do not accept responsibility for delay in such delivery unless Beesley & Fildes have obtained and reported to the customer acceptance by the manufacturer of the express condition as to time; but Beesley & Fildes will afford to the customer any remedy available to Beesley & Fildes against the manufacturer but this shall be the limit of Beesley & Fildes liability. Beesley & Fildes accept no responsibility for delay or non-delivery due directly or indirectly to strike, fire, act of state, force majeure or other circumstances beyond its control.
- If the customer wishes to claim that there is any shortage on delivery in respect of goods supplied by Beesley & Fildes, that the same have been damaged in transit or that any goods supplied by Beesley & Fildes are defective or not in accordance with the contract, then the customer shall give notice in writing to Beesley & Fildes and (in case of any shortage or damage in transit) to any carrier by whom the goods were delivered within three days after the date of delivery of the same. If the customer fails to give such notice or fails to give Beesley & Fildes the opportunity to inspect the entire consignment, the goods shall be deemed to have been delivered and to be in accordance with the contract in all respects, and therefore accepted by the customer.
- If the customer or the customer's consignee breaks bulk on delivery or unloads the whole or any part of a consignment of goods or materials the customer is deemed to have accepted delivery.
- Beesley & Fildes may deliver the Goods in one or more instalments whereby each instalment shall be treated as a separate contract.

7. PACKING

- Some goods or materials sold by Beesley & Fildes can be dangerous and cause risk to health and safety. Customers should ask Beesley & Fildes for health and safety information about the transport, storage and use of any such goods or materials.
- Returnable packages and pallets are credited when received in good condition carriage paid at manufacturer's works or, when appropriate, our yard.
- Beesley & Fildes shall not be liable in respect of defective or inadequate straps or packing provided by any supplier to Beesley & Fildes for goods sold by Beesley & Fildes to the customer. The customer shall verify the safety and adequacy of all packing materials.

8. MINIMUM CHARGE FOR SMALL QUANTITIES DELIVERED

Beesley & Fildes reserve the right to make a carriage charge when goods are delivered which will depend on the value of the order.

9. CANCELLATION OF ORDERS

Orders for goods not normally carried in stock by Beesley & Fildes may be cancelled by customers only on their written request and with Beesley & Fildes written agreement. Orders for goods made, cut or acquired by Beesley & Fildes specially cannot be cancelled.

10. RETURN OF GOODS

Beesley & Fildes shall not accept on return for credit any goods ordered from Beesley & Fildes incorrectly or subsequently found to be surplus to the customer's requirements. Beesley & Fildes shall endeavour to assist customers where possible by accepting at a reasonable restocking charge the return of goods provided it is within twenty-eight days of the original purchase (together with the original packing if applicable) which are from Beesley & Fildes normal stock lines but goods ordered from the manufacturer cannot be accepted without Beesley & Fildes prior agreement for the return and Beesley & Fildes restocking charges having been paid. Beesley & Fildes cannot however accept return of cement, lime, or plaster. In any event credit cannot be given unless the customer provides Beesley & Fildes with the number of the invoice on which the goods were supplied.

11. MANUFACTURER'S GUARANTEES

If and to the extent that any person (hereinafter called "the supplier") who has supplied goods to Beesley & Fildes which Beesley & Fildes in turn have supplied to a customer validly excludes, restricts or limits his liability to Beesley & Fildes in respect of such goods or of any loss or damage arising in connection therewith, Beesley & Fildes liability to the customer in respect of such goods, or of any loss or damage arising in connection therewith shall be correspondingly excluded, restricted or limited. Any term, warranty, condition expressed, or implied to the contrary is excluded. Beesley & Fildes will, upon request supply the customer with details of any such exclusion, restriction or limitation.

12. MANUFACTURE TO ORDER

- Goods manufactured to the design or specification of a customer or his advisers carry no guarantee of any kind except of compliance with the design or specification. The customer shall indemnify Beesley & Fildes for any breach of copyright, registered design or any other intellectual property belonging to a third party. Beesley & Fildes shall not accept liability for any damage or injury caused to a third party by a defect in the design requested by the customer.
- In the case of products supplied with advertised stress capacities they are warranted to possess such capacity.
- All warranties and undertakings are subject to claims being made within three days of delivery of the goods.

13. SUB-CONTRACTING

The right to sub-contract any order or part of any order is reserved.

14. QUANTITIES

On all orders Beesley & Fildes shall have the right to despatch and bill for a quantity of the Goods greater or less than the exact quantity ordered by the customer up to a variation of 15 per cent and in such event the customer shall pay for the actual quantity delivered.

15. SALES BY DESCRIPTION

The customer must accept sole responsibility for the suitability of goods ordered. In particular, illustrations or descriptions given in catalogues or trade literature must be considered as showing type or class only without warranty as to substance, performance, colour, size or shape.

16. SAMPLES

When samples are submitted, these are drawn from bulk and are representative of the whole and no guarantee is given that every item will be the same in all respects as the sample.

17. DEFECTIVE/FAULTY GOODS

- Subject to the customer's compliance with all its obligations herein, goods supplied will be replaced or repaired free of charge, or in Beesley & Fildes absolute discretion the purchase price refunded if notice of the defect is given to Beesley & Fildes within 14 days of receipt and the goods are returned to Beesley & Fildes depot carriage paid, and Beesley & Fildes are satisfied that the goods were defective in materials or workmanship on receipt. Beesley & Fildes accept no liability for the cost of taking out, refixing or making good other materials. Subject to the above Beesley & Fildes entire obligation and the customer's sole remedies shall be in respect of:
 - death or personal injury resulting from Beesley & Fildes negligence.
 - direct physical damage to customer's tangible property caused by Beesley & Fildes negligence.
- Beesley & Fildes total liability for all loss or damage which is claimed to result from any breach of Beesley & Fildes obligations hereunder shall be limited to the customer's actual monetary damages which shall not exceed the contract price for the goods (provided that the monetary limit shall not apply to Beesley & Fildes liability for death and personal injury under (a) (i) above).
- In no event shall Beesley & Fildes be liable for the loss or damage set out below even if foreseeable by Beesley & Fildes or in Beesley & Fildes contemplation.
 - economic loss including loss of profits, business revenue, goodwill or anticipated savings;
 - damages in respect of special, indirect or consequential loss or damages.
 - any claim made against the customer by any other party.

18. RESERVATION OF TITLE

- The property in goods sold by Beesley & Fildes to the customer shall remain vested in Beesley & Fildes until all sums owed by the customer to Beesley & Fildes on whatsoever grounds shall have been paid.
- The customer shall store goods sold by Beesley & Fildes to the customer in such a way that they are readily capable of being identified as Beesley & Fildes property. Beesley & Fildes labels and markings shall not be removed before title shall have passed to the customer upon payment.
- The customer grants Beesley & Fildes a licence to enter at all times any premises in the occupation of the customer or to which the customer has access and where the goods to which title has not passed to the customer from Beesley & Fildes may then be situated. Beesley & Fildes shall then have the right to repossess goods sold by Beesley & Fildes which have not been paid for.
- The customer shall not deal with the goods in any way other than in the normal course of the customer's business. Until such time as payment in full has been made of all sums payable in respect of goods, the customer shall not be entitled to sell or otherwise deal in or transfer the property in the goods (whether or not they have been attached to other products) except on the condition that as between the customer and Beesley & Fildes, the customer shall be deemed to be acting as Beesley & Fildes fiduciary agent. However nothing herein contained shall be construed so as to create any privity of contract between Beesley & Fildes and any person other than the customer. In the event of any sale or disposal of any of the goods to a third party whether or not they have been attached to other products:
 - The customer shall, if Beesley & Fildes so require, assign to Beesley & Fildes any right against the third party in respect of money due for such goods;
 - If the customer receives money for such goods the customer shall act as Beesley & Fildes fiduciary agent and shall hold such monies in a separate account to identify the same as being Beesley & Fildes property;
 - Beesley & Fildes shall account for any monies received that exceed the sum due from the customer to Beesley & Fildes in respect of goods sold;
 - Where the goods have been sold together with any products to which they have become attached, the price payable by the third party shall be deemed to include a price in respect of the goods equal to the price payable by the customer to Beesley & Fildes.
- In the event that Beesley & Fildes repossess goods Beesley & Fildes shall be absolutely entitled to resell the same or use them in Beesley & Fildes business as Beesley & Fildes may think fit. If Beesley & Fildes resell the same Beesley & Fildes shall be absolutely entitled to the proceeds of resale.
- If Beesley & Fildes repossess goods the customer's liability in respect of the purchase price shall be extinguished without prejudice to any claim which Beesley & Fildes may have in respect of transport, storage or handling charges or in respect of damages of any kind.

19. RISK

All goods sold are at the sole risk of the customer after their delivery or collection. However, if Beesley & Fildes repossess goods risk shall pass to Beesley & Fildes on delivery to Beesley & Fildes or upon Beesley & Fildes collection of the goods.

20. CONSUMER PROTECTION

The statutory rights of the consumer as to the quality, fitness, or description of goods are not affected by these conditions of sale.

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