

Terms and Conditions of Sale

1. Terms of Contract

- 1.1 **These terms and conditions shall govern all sales of goods or services ("the Goods") by AJW Distribution Ltd ("AJW") and any buyer ("the Buyer"). Purchase orders by the Buyer shall constitute offers to buy and no contract shall exist until the order has been accepted by AJW, and such contract shall be subject to AJW's terms and conditions herein set out. The conditions of the Buyer's purchase order shall not form part of the contract unless expressly agreed by AJW in writing. The Buyer's purchase order must be in writing, show full description of goods and quantity.**
- 1.2 **All orders accepted by AJW and only accepted under these terms and condition and to the exclusion of other terms and conditions.**
- 1.3 **No variation of these conditions shall be effective unless in writing and signed by or on behalf of both parties. Notwithstanding any variation these conditions shall continue to apply except in so far as they are specifically excluded by AJW. The Buyer acknowledges that there are no representations outside these terms and conditions which have induced him to enter into the contract.**

2. Price

- 2.1 **The quoted price is exclusive of VAT which shall be added to the price at the prevailing rate.**
- 2.2 **The price of the Goods shall be either AJW's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in AJW's published price list current at the date of acceptance of the order.**
- 2.3 **A quotation given by AJW will constitute an offer to treat only. Any order from the Buyer based on the quotation shall constitute an offer and no contract shall exist until accepted by AJW as herein provided.**
- 2.4 **The time of payment of the price shall be of the essence of the contract.**

3. Terms of Payment

- 3.1 **Subject to any special terms agreed in writing between AJW and the Buyer, AJW shall be entitled to invoice the Buyer for the price of the Goods:-**
 - a) **On or at any time after the delivery of the Goods;**
 - b) **At any time after AJW has notified the Buyer that the goods are ready for delivery but the Buyer has requested AJW to delay delivery;**
 - c) **In any case where the Buyer is to collect or make arrangements for collection of the Goods at any time after AJW has notified the Buyer that the Goods are ready for collection.**
- 3.2 **Unless the sale is for cash or other credit terms have been agreed in writing with a company signatory, all accounts are due for payment on the last day of the month following the month in which the goods are delivered.**
- 3.3 **Any payment on account will be allocated against the Buyer's longest outstanding invoices first as determined solely by AJW.**
- 3.4 **Where the Buyer fails to make any payment by the due date then, without prejudice to any other right or remedy available to AJW, AJW reserves the right to charge interest on the amount unpaid at 5% over Barclays Bank base rate per annum, calculated on a daily basis until the payment is received in full.**

4. Goods in Transit

- 4.1 **The Buyer hereby accepts the general conditions of any carrier employed by AJW. Neither AJW nor any carrier shall be liable for damage or loss of Goods in transit or for shortage on delivery unless notice in writing is given to the carrier concerned and AJW within 3 days of the date of delivery, or in the case of non-delivery or loss of Goods within 14 days from the date of dispatch, and such other steps are taken by the Buyer (including shorter notice to the carrier concerned) as may be necessary to preserve the claim against the carrier.**

5. Delivery

- 5.1 **Delivery will be made to the Buyer at a UK site as agreed. Delivery dates and times are given in good faith but are estimates for information purposes only. No liability will attach to AJW for failure to meet quoted delivery dates or times. Time of delivery shall not be of the essence.**
- 5.2 **AJW shall be entitled to use any method of transportation it chooses for the dispatch of the Goods.**
- 5.3 **AJW shall provide the Buyer with any documents or certificates necessary to enable the Buyer to accept delivery. The Buyer shall be responsible for unloading and storage of the Goods upon delivery to the specified site. If through the Buyer's default, delivery may not be accepted, without prejudice to any other right or remedy available to AJW, the buyer shall pay any extra costs incurred by AJW.**
- 5.4 **The cost of carriage and any packing which at its sole discretion AJW deems necessary shall be charged to the buyer in addition to the cost of the Goods.**

6. Storage

Where AJW has notified the Buyer that the Goods are ready for delivery, the Buyer shall take delivery or arrange storage. If the Buyer does not so take delivery or arrange for storage within 7 days of notification, AJW shall be entitled to invoice and be paid for the Goods as though the Goods had been duly delivered in accordance with these instructions and AJW may arrange storage either at AJW's own premises or elsewhere on the Buyer's behalf and all charges for storage insurance and demurrage shall be payable by the Buyer.

7. Titles, Property and Risk

- 7.1 **Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the title to and the property in the Goods shall not pass to the Buyer until AJW has received in cash or cleared funds, payment in full for the price of the Goods and all other Goods agreed to be sold by AJW to the Buyer for which payment is then due.**
- 7.2 **Until such time as the title and property in the Goods passes to the Buyer, AJW, without prejudice to any other right or remedy available to it, shall be entitled at any time to require the Buyer to deliver up the Goods to AJW and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.**
- 7.3 **Risk of loss or damage to the Goods shall pass to the buyer:**
- a) **In the case of Goods for collection from AJW's premises, 3 days after the time when AJW notifies the Buyer that the Goods are available for collection; or**

- b) In the case of Goods to be delivered otherwise than at AJW's premises or if the Buyer fails to take delivery of the Goods, at the time of dispatch by AJW.

8. Cancellation of Order

- 8.1 The Buyer with AJW's consent, which shall not be unreasonably withheld, may cancel any order for Goods held in stock by AJW at the date of such order and by a maximum of 48 hours written notice, AJW reserves the right to charge a cancellation fee equivalent to 20% of the order price of the Goods and reimburse AJW all costs incurred by AJW to any third party in relation to that order.
- 8.2 Any specially ordered or factory assembled goods that is not held in stock at the date of the Buyer's order, may not be cancelled once an order has been accepted by AJW.
- 8.3 Each delivery of Goods will be considered as a separate order for the purpose of this clause.

9. Defective Goods

- 9.1 If the Buyer notifies AJW in writing within 48 hours of delivery of the Goods that they are defective and returns the defective Goods to AJW at its own expense and risk, AJW will at its option replace or repair without charge the defective Goods or any defective component part of such Goods or credit the Buyer with the price of such Goods.
- 9.2 In respect of Goods defective in manufacture, AJW will endeavour to arrange for the manufacturer's warranty to extend to the Buyer.
- 9.3 AJW will not be liable hereunder in any way if, when Goods which the Buyer alleges are defective are tested or examined by AJW, the alleged defect appears to have been caused by the Buyer's misuse, neglect, improper installation, any cause beyond the range of intended use of the product, or by accident, fire or other hazard.
- 9.4 Unless otherwise provided in this Agreement and, except in respect of death or personal injury caused by AJW's negligence, AJW shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of AJW, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or the provision of services or their use by the Buyer. The entire liability of AJW shall not exceed the contract price.

10. Non-Defective Goods

- 10.1 The return of non-defective Goods may only be considered by AJW provided that all of the following conditions are met:-
- The Goods are standard Goods normally held in Stock by AJW
 - The Goods have been purchased from AJW and proof of such purchase can be provided to AJW by the Buyer
 - The Goods are in a re-saleable condition
 - The Buyer agrees to pay a restocking charge equivalent to 25% for the order price of the Goods

- 10.2 e) The Buyer agrees to return the Goods to AJW at the Buyer's expense.
- a). Non standard Factory Assembled Goods may not be returned by the Buyer to AJW under any circumstances.
- b). All fabricated goods, special order products, FC Slates and Cedral Weatherboard products are non-returnable.

11. Force Majeure

AJW shall not be liable for non-performance or delay in performance or for any loss or damage to the Goods due to act of God, war, riot, embargo, labour dispute, fire, theft, shortage of labour or materials, confiscation, delays in delivery or services of manufacturers, suppliers and sub-contractors, prohibition of import or export or any other unforeseen event outside its reasonable control.

12. Default of the Buyer

If the Buyer shall commit a breach of these conditions or any of its obligations to AJW or if any arrestment, distress or execution shall be levied upon the Buyer's property or assets or if the Buyer shall make an offer to make any arrangement or composition with its creditor, or become subject to an administration order, or commit any act of bankruptcy, or become apparently insolvent or grant a trust deed for its creditors, or if the Buyer shall be a Limited Company and any resolution or petition to wind up such company's business (other than for the purposes of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, or if AJW considers the arrangement for payment by the Buyer or the Buyer's credit to be unsatisfactory, AJW shall have the right forthwith to terminate any contract subsisting with the Buyer, without prejudice to any other right or remedy available to AJW or render an invoice for the full balance of the orders not then completed.

13. Warranties

- 13.1 Other than Manufacturers warrantees, AJW does not provide warrantees, conditions, guarantees or representations whether express or implied by statute or otherwise, orally or in writing, except as provided herein.
- 13.2 Subject as expressly provided in these conditions, and except where Goods are sold to a person dealing as Consumer (within the meaning of the Unfair Contract Terms 1977), all warrantees, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 13.3 Where Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restriction on Statement) Order 1976) the statutory rights of the Buyer are not affected by these conditions.

14. Quantity Estimate

Subject to prior agreement in writing, AJW will not provide any on-site services for the Buyer. Any estimate of the quantity of Goods required by the Buyer provided by AJW is for

guidance only and will be based on information provided to AJW by the Buyer. Any such estimate does not constitute an offer capable of acceptance and AJW accepts no liability for the accuracy thereof. When providing an estimate, AJW does not include any allowance for additional materials, for wastage or installation and the Buyer must check the estimate prior to ordering from AJW. If the estimate is inaccurate or the form of Services or the terms of engagement under which the estimate is provided change in any manner, then AJW reserves the right to vary or amend the estimate as it sees fit.

15. General

- 15.1 These conditions constitute the entire agreement between the parties and supersede all prior agreement and understandings between them.**
- 15.2 A waiver of any provision must be in writing to be effective and a waiver of any provision, or a failure or delay to exercise any right, shall not constitute a waiver of any subsequent breach of the same or any other provision.**
- 15.3 Invoices must be paid in full with no deduction, or set off in respect of monies or liabilities which are due to the Buyer.**
- 15.4 The provisions of these conditions are severable and if any one or more such provisions are judicially determined to be unenforceable in whole or in part the remaining provisions shall nevertheless be binding on and enforceable by the parties hereto.**
- 15.5 The headings in these conditions are for convenience only and shall not affect their interpretation.**
- 15.6 The Contract shall be governed by and interpreted in accordance with English Law.**