

FULL TERMS AND CONDITIONS FOR SALE OF GOODS OF SBP Building Products Ltd

KEY TERMS OF ACCOUNT FACILITIES

1. It is your responsibility to keep us notified of contacts on your account who are authorised to place orders and collect goods
2. Payment must be made upon the ordering of goods by bank transfer, card payment or in cash (cheques are not accepted).

FULL TERMS OF SALE

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Buyer" means the person who buys Goods from the Seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.4 "List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time;
- 1.5 "Seller" means SBP Building Products Ltd of 1514-1518 Pershore Road, Stirchley, Birmingham B30 2NW
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

2. GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Seller.
- 2.5 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.

3. PRICE AND PAYMENT

- 3.1 The price of the Goods shall be that stipulated in the Seller's current List Price/on the Seller's website/as contained in the Seller's Quotation (as applicable) at the date of order or as agreed between the parties. The price is exclusive of VAT and exclusive of any delivery charges.
- 3.2 Payment of total purchase price (including VAT and any delivery charges) must be made in full upon ordering goods.

4. GOODS

- 4.1 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed in writing by the Seller. The Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 4.2 The Seller is unable to advise the Buyer on the fitness of the Goods for any particular purpose, their storage or application. Unless the Seller gives written advice or recommendation, the Buyer is entirely responsible for satisfying itself that the Goods are fit for the intended use either by relying on their own expertise or by obtaining professional advice.
- 4.3 The Seller reserves the right to amend the specification if required by any applicable statutory or regulatory requirements. Dimensions and other physical properties of the Goods are subject to reasonable manufacturing tolerances.

5. DELIVERY

- 5.1 Delivery of the Goods shall be made by the Seller notifying the Buyer that the Goods are available for collection at the Seller's premises or for delivery to such place and on such terms as agreed between the Seller and the Buyer at the time the order is placed.
- 5.2 The Seller shall not be held responsible for goods left unattended on site.
- 5.3 The Seller shall use its reasonable endeavours to meet any date stated for delivery. In any event of delivery not being possible on the date agreed, the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.
- 5.4 Some Goods may not be in stock at the time the order is placed. In the event that the Seller is unable to deliver the Goods within the time specified in Clause 4.1, the Seller will contact the Buyer to advise of the situation and the Buyer shall be entitled to cancel the order and receive a full refund or agree a later delivery date.
- 5.5 Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.
- 5.6 Goods not collected within 21 days of the collection date agreed at the time of ordering will be disposed of and no refund will be made to the buyer.

6. RETURNS

- 6.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within 24 hours of delivery if the Goods are damaged or do not comply with any of the Contract.
- 6.2 Where a claim of defect or damage is made then it shall be the responsibility of the Seller to collect faulty Goods if the items are large, otherwise the Goods shall be returned by the Buyer to the Seller and the Buyer shall be entitled to replacement Goods or a full refund (including delivery costs, if applicable) plus any return postal charges if the Goods are in fact defective.
- 6.3 Goods to be returned must clearly show the order number obtained from the Seller on the package.
- 6.4 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.
- 6.5 Goods returned for any reason other than them being damaged or defective upon delivery will be subject to a 15% restocking charge with the exception of items that are not stocked by the Seller or which have batch numbers no longer held by the Seller. Return of such items will only be accepted by the Seller at their discretion and may be subject to an increased restocking charge.

7. LIMITATION OF LIABILITY

- 7.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury, however the Seller shall not be liable for any direct loss or damage suffered by the Buyer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Goods.
- 7.2 The Seller shall not be liable under any circumstances to the Buyer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Buyer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

8. FORCE MAJEURE

- 8.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

9. SEVERANCE

- 9.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

10. GOVERNING LAW AND JURISDICTION

- 10.1 These Terms and Conditions shall be governed by and construed in accordance with the law of the United Kingdom and the parties hereby submit to the exclusive jurisdiction of the British courts.