



Stairnosings, Flooring Adhesives & Accessories

## **Terms & Conditions of Sale**

The following Terms & Conditions of Sale will govern this transaction except as otherwise specifically agreed in writing by the Buyer and Seller.

### **TERMS:**

- (a) Payment shall be made on or before the 20<sup>th</sup> day of the month following the month of invoicing (“the due date”). If payment is not made by the due date, interest at 4% above the base minimum lending rate for time being of the Royal Bank of Scotland may be charged on overdue accounts. All goods remain the property of Morleys (2013) Limited until payment including VAT is paid in full.

### **RISK AND PROPERTY:**

- (a) Notwithstanding delivery and the passing of risk in the goods, the property in the goods shall not pass the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- (b) Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as the Seller’s fiduciary agent and bailee, and shall keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller’s property. Until that time the Buyer shall be entitled to re-sell or use the goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the goods, whether tangible or intangible including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, property stored, protected and insured.
- (c) Until such time as the property in the goods passes to the Buyer, (and provided the goods are still in existence and have not been re-sold), the Seller shall be entitled at any time to require the Buyer to deliver up the goods to the Seller and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer and any third party where the goods are stored and repossess the goods. In the event that the goods have been resold, the Buyer shall be liable to account to the Seller forthwith.
- (d) The Buyer shall not be entitled to pledge or in any way charge by way of security for and indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) become due or payable.

#### INSOLVENCY:

- (a) If the Buyer ceases to pay his debts in the course of his business or cannot pay his debts as they become due or a company is deemed unable to repay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against that person the Seller without prejudice to other remedies shall:-
- (i) have the right to not proceed further with the contract or any other work for the Buyer and be entitled to charge for the goods delivered or goods prepared for delivery whether completed or not, together with materials and other incidental expenses incurred for the Buyer ("the charge"). The charge shall be immediately payable debt calculable on the total goods due to be delivered and all expenses incurred;
  - (ii) in respect of all unpaid debts due from the Buyer have a general lien on all goods and property in their possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such a manner and at such a price as they think fit and to apply the proceeds towards such a debt.
  - (iii) In call upon the Buyer's premises and collect all goods properly marked and identified as property of the Seller.

#### WARRANTIES AND LIABILITIES:

- (a) No condition or warranty is to be implied as to the suitability for any purpose of the goods ordered, whether known to the Seller or not, and furthermore no responsibilities are accepted by the Seller for any consequential damage or loss arising directly or indirectly out of any goods supplied by him, whether defective or otherwise.
- (b) The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Sellers instructions (whether oral or in writing) misuse or alteration or repair of the goods by the Buyer without the Seller's approval.

#### FORCE MAJEURE

The Sellers shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lockout, strike or other action taken by employees in contemplation of or dispute or owing to any inability to procure materials required for the performance of the Contracts. During the continuance of such a contingency, the Buyer may be written notice to the Sellers elect to terminate the contract for work done and materials used but subject thereto shall otherwise accept delivery where available.



NOTICE AND SERVICE:

- (i) Any notice or other information required or authorised by this Agreement to be given to the Seller party to the Buyer may be given by hand or sent (by first class pre-paid post, telex, cable, facsimile transmission or comparable means of communication).
- (ii) Any notice or other information given by post under clause (i) which is not returned to the Seller as undelivered shall be deemed to have been given on the second working day after the envelope containing the same was posted, and proof that the envelope containing any such notice or information was properly addressed, and sent by first class pre-paid post, and that it has not been so returned to the Seller, shall be sufficient evidence that such notice or information has been duly given.
- (iii) Any notice or other information sent by telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly sent on the date of the transmission, provided that a confirming copy thereof is sent on the date of transmission, by first class pre-paid to the Buyer at the address within 24 hours after transmission.

CONTRACT OF VARIATION:

No variation of these conditions or the particulars and our acceptance shall be valid unless agreed by us in writing.

LAW:

These conditions and all other expressed terms of contract shall be governed and construed in accordance with the Laws of England.