



SUPPLY ONLY STANDARD TERMS & CONDITIONS

1. Definition

In these conditions the Seller shall mean 'Sussex Builders Merchants Ltd T/A ICF Southern Ltd' and the Customer shall mean the other party to this contract, referred to hereafter as the Customer. The Goods shall mean the products supplied by the Seller and the Contract price shall mean the price of the Goods invoiced by the Seller in accordance with condition Number 3 of these conditions.

2. Application

- 21 All Goods supplied by the Seller are supplied subject to these conditions unless they are varied by an agreement in writing between the authorised representatives of the Seller and the Customer.
- 22 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.
- 23 The Seller does not manufacture the Goods and is, accordingly, unable to certify to the Customer that the total quantities of forms purchased fully complies with the standard dimensions; please bear in mind that installation of the goods are compatible with the +/- 3mm manufacturers tolerances, unless the Seller gives written advice or a written recommendation, the Customer is entirely responsible for satisfying itself that the Goods are fit for the intended use either by relying on their own experience or by obtaining professional advice.
- 24 Any advice or recommendation given by the Seller or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Customer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

3. Prices

- 31 The prices payable for the Goods shall be the Contract price plus any adjustment necessary to take account of any increase in costs incurred by the Seller prior to the date of dispatch (*i.e. price increase and exchange rate fluctuations*). Delivery charges and other expenses incurred by the company may be added to the Invoice, together with the addition of VAT.
- 32 Split deliveries as to time or destination are liable to surcharge.
- 33 The Customer must satisfy himself as to the correct quantities being purchased. Wastage on site is calculated based upon the Sellers trained installation teams and the Seller takes no responsibility for increased wastage due to the Client's inexperience or that of his chosen installer.
- 34 Value Added Tax (VAT) shall be charged at the rate ruling at the date of supply.

4. Delivery

- 41 The seller shall deliver the Goods to the Customer's premises, or the Customer shall collect from the Seller's premises, whichever is applicable, on or by the date or dates agreed. By agreement between the parties the Seller may deliver the Goods and/or perform the Services or the Customer may collect the Goods at an earlier time.
- 42 Where the Seller is to deliver the Goods delivery will be to as near to the place in mainland Britain where the Purchaser requires delivery to be made as, in the discretion of the Seller, a safe, hard road permits.
- 43 The Customer shall be solely responsible for the unloading of the Goods if the Seller has delivered the Goods or for the loading of the Goods if the Customer is collecting the Goods and the Seller shall not be liable for any damage that occurs in the course of such loading or unloading.
- 44 In the event that such loading or unloading exceeds a period of 1 hour then demurrage may be charged.
- 45 If the Customer fails to collect the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (*otherwise than by reason or any cause beyond the Customers reasonable control or by*



reason of the Sellers fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may make provision for the storage of the Goods until actual recovery, and the Customer shall be responsible and shall indemnify the Seller for reasonable costs, including Insurance, of such storage.

- 46 Any date of delivery or period for delivery given is an estimate only and the Company will not be liable for any delay of goods.
- 47 If the Customer shall require proof of delivery or collection any such request for proof shall be notified in writing within 30 days of the date of the Sellers invoice.

5. Title and Risk

- 51 Risk in the Goods shall pass to the Customer on delivery.
- 52 Notwithstanding delivery and the passing of risk in the Goods, the Goods shall remain the sole and absolute property of the Seller until such time as the Customer shall have paid to the Seller in cash or cleared funds the purchase price of the Goods, together with the full price of any other Goods the subject of any other contract between the Seller and the Customer.
- 53 The Customer acknowledges that until such a time as the Customer becomes the owner of the Goods, the Customer is in possession of the Goods solely as fiduciary agent and bailee for the Seller and the Customer will store, protect, and insure the Goods on its premises separately from its own goods or those of any other person and in a manner which makes them readily identifiable as the Goods of the Seller.
- 54 Subject to the Terms hereof, the Customer is licensed to re-sell or use the Goods in the ordinary course of its business PROVIDED THAT any sale of the Goods shall take place as bailee for the Seller and that the entire proceeds of sale are held in trust for the Seller and are not mingled with other monies or paid into any overdrawn bank account.
- 55 The Buyers right to possession of the Goods shall cease if the provisions of Condition 9 shall apply to the Customer.
- 56 If payment of the Goods is overdue in whole or in part the Seller may, without prejudice to any other rights and remedies, recover and/or sell the Goods or part thereof and shall be entitled to enter upon the Customer's premises or site for that purpose.

6. Returns

- 61 Goods returned at the Customers request not on the Company's own vehicle shall be at the Customers risk regarding Insurance for a value not less than the full invoice price.
- 62 EPS Foam products, and non-stock or specifically ordered items are **not returnable**.
- 63 Only boxes of accessories with the full quantity, in original condition will be accepted.
- 64 Costs of collection and re-delivery of replacement items will be met by the Customer unless attributable to the negligence of the Seller.
- 65 Only Goods returned in saleable condition will be accepted for credit.
- 66 The Seller reserves the right to levy a restocking and handling charge.
- 67 All returns must be sanctioned by the Seller prior to goods being brought back.

7. Claims

- 7.1 Any claims in respect of alleged shortages or damage must be notified to the Seller in writing within three days of delivery. Evident damage to external packing must be the subject of an endorsement on the Sellers delivery note at the time of delivery.

8. Payment

- 81 Unless otherwise agreed, payment shall be due as stated on the order form. Failure to observe these terms may result in penalties being applied.
- 82 In the event of non-payment within the time stipulated, a charge of 2% per month of the invoice price will be due from the Customer from the date when payment was due until the date of the actual payment. (*Whether before or after judgement*).
- 83 The Seller shall be under no obligation to make any delivery if the Customer is in breach of any of these Conditions of Trading.



- 84 The Seller shall at any time be entitled to deduct from or set off against monies payable by it to the Customer such sums which the Customer owes the Seller.
- 85 The Customer may only deduct from or set-off against monies payable by it to the Seller such sums which the Seller owes the Customer if the Seller has agreed in writing to such deduction or set off and the amount thereof.
- 86 The Seller shall be entitled to invoice the Customer for the price of the Goods on or at any time after acceptance of the order or the date for delivery of the Goods or the date for collection of the Goods.
- 87 The Customer shall pay the price of the Goods within the terms of the Seller's invoice notwithstanding that delivery or collection of the Goods may not have taken place or that property in any Goods had not passed to the Customer.
- 88 Non-payment on a due date will entitle the Company to demand payment of all outstanding balances under the Contract or any other Contract between the Seller and the Customer whether due or not and/or cancel any outstanding orders without prejudice to any other rights it may have.
- 89 If cleared funds are not received by the due date the Company reserve the right to charge demurrage at £100 per day until the funds are received in full.
- 810 Further goods requested by the Customer subsequent to the initial order will only be supplied on receipt of a signed Purchase Order or written request from the Customer (not his agent)

9. Default or Insolvency of Customer

- 91 This condition applies if:-
- 9.1.1 The Customer is in breach of any of its obligations under these Conditions; or
- 9.1.2 The Customer has a receiving order in bankruptcy made against him or makes any arrangement with his creditors or, being a Company, has a receiver. Liquidator, administrator, supervisor, or administrative receiver appointed over its property or assets or any part of them or if any order shall be made or any resolution passed for winding up the Customer; or
- 9.1.3 The Customer ceases, or threatens to cease, to carry on business; or
- 9.1.4 The Seller reasonable considers that any of the events mentioned will occur.
- 92 If this Condition applies then the Seller may, without prejudice to its other rights or remedies, demand immediate payment by the Customer of all unpaid accounts and suspend further deliveries and cancel this and any other contract between the Seller and the Customer without any liability attaching to the Seller in respect of such suspension or cancellation and debit the Customer with any loss sustained thereby.

10. Guarantee

- 10.1 The Seller undertakes (*at its option*) to repair or replace free of charge any Goods which are shown to be defective in materials or workmanship within 12 months of delivery.
- 10.2 The Seller shall be under no liability under Condition 10.1 if:-
- 10.2.1 The Customer has not paid in full for the Goods; or
- 10.2.2 The Customer has executed or attempted to execute repairs or alterations to the Goods which are not authorised by the Seller; or
- 10.2.3 The Seller has not been notified of any defect in the Goods within one month of the defect becoming apparent.

11. Exclusion of Liability

- 11.1 The Seller's guarantee is provided by the Seller and accepted by the Customer in substitution for all express or implied representations, conditions, and warranties (*statutory or otherwise*) as to the state, quality, fitness for purpose or performance of the Goods.
- 11.2 Except for any liability which it may incur for death or personal injury resulting from the Seller's negligence, the Seller shall not be liable in any way whatsoever whether in contract, in tort, in misrepresentation or otherwise for any consequential or other loss, damage or injury, however caused which may arise out of or in connection with the supply of the Goods.
- 11.3 The Seller's liability under these conditions shall be limited to the Contract Price.



11.4 In no circumstances shall the Seller have any liability whatsoever for any advice or design provided to the Customer, unless the same is in writing on the Seller's headed paper following receipt of a suitable written specification from the Customer. The Customer shall be responsible for checking and confirming that details of materials estimated by the Seller are correct and no responsibility shall be taken by the Seller for errors in quantities provided by it. Manufacturer's specifications and product details will be supplied at the request of the Customer, but the Seller will accept no liability for errors or mis-statements contained therein. In no circumstances does the Seller undertake any liability for checking or approving the specification for the Goods provided by the Customer.

12. Reservations

12.1 The Seller reserves the right to vary deliveries and to make deliveries by instalments as it may deem necessary having regard to availability of supplies and changes in manufacturers specification.

12.2 Each delivery of Goods to the Customer shall constitute a separate contract to which these conditions shall be applied.

13. Legal

13.1 The Customer agrees that no oral representations have induced him to enter into the contract or form any part thereof. Furthermore, the conditions of the Customers purchase order shall not form a part of the Contract unless expressly agreed by the Seller in writing.

13.2 This Contract shall be governed by the Law of England and the Customer hereby agrees to submit to the jurisdiction of the Courts in Essex to which all disputes hereunder shall be referred.

13.3 The Seller shall not be in breach of contract if the performance of the contract is delayed or otherwise affected by circumstances beyond the reasonable control of the Seller. In particular, no liability shall rest with the Seller in respect of any late deliveries or failure to deliver arising from shortage of supplies or transportation delays beyond its control.

14. Invoicing by Email

The Seller has the right to invoice the Customer by e-mail where the Customer has consented to invoices being submitted in this manner. Where invoices are sent out using electronic mail they will be deemed to have been received by the Customer on the date when they were sent provided that the electronic mail is transmitted between the hours of 9.00am and 5.00pm on a day between Monday and Friday not being a Bank Holiday (*a Business Day*). If the mail is sent to the Customer outside of these times, then the Customer will be deemed to have received the invoice on the next Business day following.

May 2022