

Broadland Products Ltd

Terms of Trading

These Terms of Trading supersede all previous Terms of Trading and shall form the basis of any contract of sales entered into by Broadland Products Ltd.

Broadland Products Ltd hereby enters into a contractual relationship with the buyer requiring its goods or services.

The goods or services to be provided will be discussed and agreed with the buyer by Broadland Products Ltd

PRICE AND QUOTATION

- Broadland Products Ltd will provide an estimate, including price of goods and services, installation costs and, where appropriate, VAT at the prevailing rate.
- The buyer will send confirmation of acceptance of the estimate in writing and a timescale for completion will be formally agreed.
- The dimensions and specifications will be agreed with the buyer to include customary and reasonable tolerances according to manufacturers' recommendations.

PREMISES

- The buyer will ensure that there are suitable premises, necessary services and amenities, for example, electricity, to enable Broadland Products Ltd to undertake work at the agreed site.

DELIVERY AND PAYMENTS

- Broadland Products Ltd endeavours to deliver goods promptly; no liability whatsoever can be accepted by Broadland Products Ltd for any direct or indirect consequential or sub sequential loss resulting from late or non-delivery.
- The title to the goods shall not pass to the buyer until Broadland Products Ltd have received payment in full (by cheque or cleared funds) for the goods and all other sums which are/or become due to Broadland Products Ltd for sales of the goods or any other products to the buyer.
- If payment is overdue (or earlier in the circumstances described in clause below, Broadland Products Ltd may recover any or all of such goods and may without let or hindrance enter the buyer's premises or site for this purpose.
- Until title to goods has passed to the buyer, the buyer will keep Broadland Products Ltd goods separate, clearly identifiable and in good condition, but without prejudice to the buyer's right to sell them in the ordinary course of business.
- Unless otherwise agreed in writing, payments shall be made strictly nett by 14 working days following the date of invoice.
- Any extended credit indulgence or forbearance extended by Broadland Products Ltd to the buyer that is not subject to written agreement will not in any way prejudice their rights under clause.

CUSTOMER'S LIABILITY AND DEFAULT

- The buyer shall examine the goods on delivery/completion and shall as soon as possible, but in any case within 3 working days, give notice to Broadland Products Ltd of any claim in respect of damage to such goods or notice of any reason why the buyer does not wish to accept the goods for full payment, in the event of Broadland Products Ltd agreeing to collect the goods, the buyer stands

responsible for the safe care and full value of the goods for a further 7 days following the notification or until Broadland Products Ltd have collected the goods, whichever is the sooner.

RETURN OF GOODS

- **The goods are being sold “as is,” and Broadland Products Ltd disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.** The Buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the goods and that no such statements or representations have been made. The Buyer acknowledges that it has relied solely on the investigations, examinations, and inspections as the buyer has chosen to make and that Broadland Products Ltd has afforded the buyer the opportunity for full and complete investigations, examinations, and inspections.
- Unless goods are validly rejected, Broadland Products Ltd shall be under no obligation to accept a return of any goods accepted at the point of delivery and on completion unless Broadland Products Ltd, having inspected such goods, agrees in its absolute discretion to accept all or any such goods for return in which case Broadland Products Ltd reserves the right to make a reasonable charge for accepting the return of such goods. Notwithstanding the foregoing, Broadland Products Ltd will not accept a return of goods which were supplied to special order or which are obsolete.

GUARANTEES

- All goods supplied by Broadland Products Ltd are supplied strictly on condition that manufacturers' recommendations regarding their use, storage and health and safety are strictly adhered to. Broadland Products Ltd accepts no liability for any direct or consequential loss resulting from any user's failure to follow these recommendations. Data sheets are available on request.
- Broadland Products Ltd liability for claims relating to the quality, conformity with description, fitness for purpose, or performance of goods supplied to the buyer shall under no circumstances exceed the invoice price of the goods.

TERMS

- Goods are supplied by Broadland Products Ltd only subject to these terms and the buyer accepts these terms govern all contractual relationships between them to the exclusion of any terms contained in any of the buyer's documents.
- No employees or other person acting or purporting to act on behalf of Broadland Products Ltd is authorised to agree or effect any alterations in these terms save that a director of Broadland Products Ltd may in writing agree any amendments or alterations.
- This contract is subject to English law and the jurisdiction of English courts.
- This contract may be signed in one or more counterparts, which together will form a single agreement. This contract may be signed electronically. Each party is signing this agreement on the date stated opposite that party's signature.
- If the designer/client says not structural, load bearing (ie CE marking not required) then quotation, customer order & delivery note must specify that the order is being accepted on the basis that the client confirms it does not need to comply with EN1090 and is sold as such.

Sign: *Paul Slaughter*

Print Name: PAUL SLAUGHTER

Date: 29/01/2018

