

TERMS AND CONDITIONS OF SALE

1. Definitions

In these conditions, unless the context requires otherwise:

- 1.1. "Buyer" means the person who buys or agrees to buy the goods from the Seller;
- 1.2. "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;
- 1.3. "Delivery Date" means the date specified by the Seller when the goods are to be delivered subject to payment of the Price
- 1.4. "Goods" means the articles which the Buyer agrees to buy from the Seller;
- 1.5. "Price" means the price for the Goods excluding carriage, packing, insurance and VAT and
- 1.6. "Seller" means Giffords Recycling Ltd, whose registered office is Giffords Way, off Kelvin Way, West Bromwich, West Midlands, B70 7JR

2. Conditions applicable

- 2.1. These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase pursuant to these Conditions
- 2.3. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions
- 2.4. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller

3. Price and Payment

- 3.1. The Price shall be the price set out as per attached proforma. The Price is exclusive of VAT, which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2. Payment of the Price and VAT shall be due on agreed payment terms with Seller. Time for payment shall be of the essence.
- 3.3. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Barclays Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- 3.4. The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set off or counterclaim, which the Buyer may have or allege to have, or for any reason whatever.

4. The Goods

- 4.1. The quantity and description of the Goods shall be set out as per attached. The Seller may from time to time make changes in the specification of the goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for the purpose of the goods.
- 4.2. The Seller will advise but will not accept responsibility for calculating the volume or frequency of the Goods required for the Buyer's purposes.
- 4.3. Any advice given on construction, layout, design or any similar matter is given without liability and is purely for illustration. Customers should seek professional advice in each case.

5. Warranties and liability

- 5.1. The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller
- 5.2. The Seller shall be under no liability in respect of any defect arising from fair wear and tear, defective unloading, storage or construction by the Buyer's failure to follow the Seller's oral or written instructions, misuse, or alteration of the Goods without the Seller's approval.
- 5.3. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)):
 - 5.3.1 all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether expressed or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law; and
 - 5.3.2 the Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract; and
 - 5.3.3 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages and under no circumstances shall the liability of the Seller exceed the Price of the Goods.
- 5.4. Where the Buyer is dealing as a consumer, the Seller's liability (however arising) to the Buyer or to any third party shall not exceed the value of the order, except in cases of death or personal injury where the Seller acknowledges that no limit on its liability shall apply.

6. Delivery of Goods

- 6.1. Delivery of the Goods shall be made to the Buyer's address on the Delivery Date subject to the Seller being in receipt of the Price in cleared funds prior to delivery. The Seller reserves the right to postpone delivery until the Buyer pays the price.
- 6.2. The Seller shall not be liable for any damage caused to the Buyer's property or to the property of any third party during delivery of the Goods unless caused by the Seller's negligence. The Seller shall not be deemed to be negligent if the Seller attempts delivery of the Goods in circumstances where the Buyer has been warned of potential difficulty with delivery but has nevertheless invited the Seller to attempt to effect such delivery.
- 6.3. It is the responsibility of the Buyer to notify the Seller of any unusual features of the Buyer's premises or neighbouring premises which could affect delivery and the Buyer shall be liable for any abortive delivery costs caused by his failure to notify.
- 6.4. As soon as practicable after an order has been accepted by the Seller, the Seller shall notify the Buyer an estimated date or dates for delivery of the Goods. It is not normally possible to indicate a time for delivery, and delivery may occur outside normal business hours.
- 6.5. Any proposed change to the delivery date by the Buyer must be agreed by the Seller and in any event the Buyer may only propose such a change if the Seller is contacted to agree such a change and agreement to a change is reached, within two business days of the original delivery date having been agreed. Any delivery date so changed by agreement remains an estimate.
- 6.6. Whilst the Seller will endeavour to deliver the goods on the notified delivery date (or any change to it in accordance with the above) the Seller shall not be liable, should such delivery date not be met for any reason, nor for the actual time of delivery on any date on which delivery does take place, and the Buyer shall remain liable for the full contracted price of the goods.
- 6.7. Any date or time for delivery given by the Seller is an estimate only and no liability shall arise for delivery outside those dates or times. The price quoted for delivery assumes the Buyer will provide adequate and safe access for the delivery vehicle and that the Buyer will provide adequate and safe means of unloading the delivery vehicle to their required storage facility. The Seller reserves the right to refuse to effect delivery in circumstances, which the Seller or delivery contractor believes to be unsafe or inadequate for the purpose of effecting satisfactory delivery. Any additional costs involved in such a refusal to deliver shall be borne by the Buyer.
- 6.8. The Buyer shall have a period of seven days following delivery on which to inspect the goods, after which he shall be deemed to have accepted the Goods. After acceptance the Buyer shall not be entitled to reject the goods.

7. Acceptance of the Goods

- 7.1. The Buyer must notify the Seller any loss or damage to the goods within 2 days of receipt and the goods shall be held for inspection to enable a claim to be made on the carrier.
- 7.2. The Buyer shall be deemed to have accepted the goods 7 days after delivery to the Buyer.
- 7.3. After Acceptance the Buyer shall not be entitled to reject goods which are not in accordance with the contract.

8. Buyer's Warranty

- 8.1. The Buyer warrants that the Buyer has not relied on any oral representation made by the Seller or any agent of the Seller or upon any description, illustration or specifications contained in any catalogue and publicity material produced by the Seller, which are only intended to convey a general idea of the products mentioned therein.

9. Title and Risk

- 9.1. Title shall pass on delivery of the Goods
- 9.2. Risk shall pass on delivery of the Goods

10. Remedies of Buyer

- 10.1. Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods
- 10.2. The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods

11. Third Party Rights

- 11.1. The provisions of the Contract (Rights of Third Parties Act) 1999 shall not apply to the contract and a person who is not a party to this contract shall have no rights under that Act to enforce any term of the contract.

12. Force Majeure

- 12.1. Save for the Buyer's obligation of payment under clause 3 neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or government order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ("Force Majeure Event").
- 12.2. Each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances giving rise to the Force Majeure Event.

13. Notices

- 13.1. Any notice under or in connection with this contract of sale shall be in writing and shall be served by first class post or by hand to the party or e-mail at or to the address of the party as detailed or to such other address as may be subsequently notified by one party to the other.
- 13.2. In the absence of evidence of earlier receipt any notice shall be deemed to be duly served:
 - 13.2.1 if delivered personally when left at the address in clause
 - 13.2.2 if sent by first class post 2 days after posting; and
 - 13.2.3 if sent by e-mail, when received.

14. Governing Law and Jurisdiction

- 14.1. This contract is subject to the law of England and Wales and all disputes arising out of this contract shall be subject to the exclusive jurisdiction of the courts of England and Wales