

CONDITIONS OF SALE

In these conditions all references to "the Company" shall be construed as meaning Norfolk Gravel and the expression "the Customer" shall be construed as meaning the party with whom the Company is contracting for the sale of goods.

1. Applicability

Unless otherwise expressly agreed by the Company in writing, these Conditions shall apply to all contracts for the sale of goods entered into by the Company with the Customer. Any attempt by the Customer to vary these Conditions or to substitute alternative conditions whether in writing or otherwise shall be of no effect.

2. Orders

Any orders received by the Company in pursuance of a quotation or otherwise and whether made orally or in writing shall be deemed to be an offer to contract and no binding and valid contract shall be affected unless and until the Company accepts the Customer's offer.

3. Prices

- (1) Save where expressly stated all prices quoted are exclusive of Value Added Tax
- (2) Where a price has been quoted by the Company to the Customer that shall be the price payable but otherwise price charged shall be the price ruling at the date of despatch of the goods by the Company.

4. Payment

- (1) The Customer shall pay for the goods on collection or delivery except where the Customer has previously been granted credit facilities by the Company in writing when the Customer shall pay the amount due under any contract to the Company not later than the last day of the month immediately following the month of the date of the invoice from the Company ("the due date"). However, the Customer shall pay for the goods when placing the order when the goods ordered are to be in accordance with specific requirements particular to the Customer.
- (2) The Customer shall pay interest on all sums outstanding after the due date at the rate of 8% in accordance with the late payment of commercial debts act.

5. Dates and Time

Any dates and times quoted for delivery and availability of goods not held in stock are estimated only and time shall not be of the essence in that respect.

6. Force Majeure

The Company shall be under no liability if it is unable to carry out any order including delays in delivery and the postponement or cancellation of any arrangements for any reason beyond its control including, without prejudice to the generality of the foregoing, illness or incapacity, Act of God, fire, inclement or exceptional weather conditions, official or unofficial industrial action, hostilities, shortage of labour, materials, power or other supplies, mechanical breakdowns, governmental order or intervention or any other cause whatsoever beyond the Company's control or of an unexpected or exceptional nature.

7. Title to Goods

Ownership in any goods supplied by the company shall not pass to the Customer until payment in full for all goods due from the Customer has been received by the Company. Risk shall however pass to the Customer immediately on delivery.

8. Warranty

The Company does not give any warranty to the Customer that any goods supplied are suitable for any particular purpose and all warranties and terms implied by statute are, in so far as permitted by statute, excluded from all contracts between the Company and the Customer.

9. Liability

- (1) The liability of the Company in any case (save the case of death or personal injury caused by the negligence of the Company) shall be limited to the value of the goods as shown in the Company's invoice.
- (2) The Company shall have no liability whatsoever for loss or damage caused as a result of the Customer failing to observe or follow the instructions, advice and warnings for the use of goods issued by the Company or the manufacturer or supplier of the goods.
- (3) The Company shall have no liability whatsoever for consequential or indirect loss.

10. Return of Goods

- (1) All claims in respect of damage to goods or shortages must be made by the Customer to the Company within 3 working days of delivery or collection whereupon the Company shall use its reasonable endeavours to meet any valid claim as soon as reasonably practicable.
- (2) The Company will not accept the return of any goods other than in accordance with sub-clause (1) above except where the Customer obtains the prior consent of the Company to the making of such return and where such goods are returned within one month of their supply by the Company and returned in good condition. In such cases the Company may (but shall not be obliged to) accept returns and where accepted shall credit the Customer with 75% of the invoice price for such goods.

11. Applicable Law

All contracts to which these Conditions apply shall in all respects be governed by and construed in accordance with English Law.