



SANI-CLAD Ltd

HYGIENIC WALLS & CEILINGS

1. Parties

In these conditions Saniclad Hygienic Walls & Ceilings Ltd is called "the Company" and any individuals, firm, company or other party with whom the Company contracts is called "the customer"

2. Quotations

Any quotations given by the company is only an invitation to the customer to make an offer and no order of the Customer placed with the company in pursuance of a quotation, or otherwise shall be binding on the company unless and until it is accepted by the company on the Companies acceptance or order form.

Any contract made between the company and the customer (hereafter called the "contract") shall incorporate and be subject to these conditions according to their provisions.

All terms of the contract shall be those contained expressly or by reference in the Companies acceptance of an order.

3. Prices

Unless it is a term of the contract that the price quoted by the company shall remain fixed, the price shall be the Companies price ruling at the date of despatch of goods.

4. Despatch

Whilst the Company will make every endeavour to comply with any date or dates for despatch or delivery of the goods stated in the contract, such date or dates shall constitute only statements of expectation and shall not be binding on the Company. If the Company fails to despatch or deliver the goods by such date or dates, failure shall not constitute a breach of the contract and the Customer shall not be entitled to treat the contract as therefore repudiated or to rescind it or any related contract in whole or in part or to claim damages for such failure.

5. Delivery

a) Unless otherwise provided in the contract, delivery shall be to the Customer's premises.

b) Unless otherwise provided in the contract, the price of the goods includes the cost of the carriage by the means most convenient to the Company but does not include the cost of off-loading the goods which shall be arranged by the Customer and performed at his sole expense and risk.

6. Risk

a) Where the Company itself delivers the goods, the risk shall pass to the Customer on delivery. In all other cases the risk shall pass to the Customer when the goods leave the Companies works.

b) Where the company itself delivers the goods the company undertakes to replace or (at its discretion) to repair free of charge any goods damaged in transit in which event the time for delivery of the goods shall be extended for such a period as the company reasonably requires for such replacement and repair. It is a condition precedent of this undertaking that (i) the customer shall give written notice of such damage in transit with reasonable particulars thereof to the Company within 3 days of receipt of the goods and (ii) the Customer, if requested by the company to do so, shall return the damaged goods to the Company within 2 weeks of his receipt thereof.

7. Liability

a) If the company is in breach of any obligation it may have in respect of the goods under section 14(2) or 15(2) (a) or (c) of the sale of goods act 1893 (as amended) the company will replace such goods free of charge provided that:

(1) Such breach occurs and the customer gives notice in writing thereof to the company within 6 months of the original date of despatch of the goods by the company to the Customer.

(2) The Customer permits the company a reasonable opportunity to inspect, examine and test the goods at the customer's works unless and until requested to do so by the company.

Such breach shall not entitle the customer to rescind the contract or to recover the damages from the Company in contract or in tort in respect of any loss (including consequential loss) the Customer may thereby sustain.

b) It is the exclusive responsibility of the Customer to satisfy himself that the goods are suitable for the particular purpose for which he required them notwithstanding that he may have known such purpose to the Company the Customer shall not in this respect rely upon the Companies skill or judgement or any advice it may give. Accordingly Section 14(3) of the sale of goods act 1893 shall not apply to the contract and the Company shall not be liable to the customer for damaged in negligence in respect of any such advice or for failure to exercise proper skill and judgement.

8. Indemnity

The Customer will indemnify the Company against any claim made against the Company in respect of injury to any person or damage to any property arising from any defect in the goods or anything done or omitted to be done in the delivery thereof of the customer where such delivery is affected by the company including any such injury or damage caused by the negligence of the company, its employees or agents.

9. Title

(a) Notwithstanding that the risk in the goods has passed to the Customer ownership thereof shall not pass to the Customer unless and until money owing to the Company by the Customer has been paid. If the Customer incorporates the goods in another object or objects the ownership of such object shall vest in the Company, immediately such incorporation takes place as security for payment of all such money is aforesaid.

(b) Notwithstanding the provision of paragraph (a) of this condition the Customer may sell such goods or the objects in which they have been incorporated in the ordinary course of trading provided always that whilst any money remains owing by the Customer to the company, the Customer may have claim against the persons to whom such goods have been sold for the purchase price payable to the Customer in respect thereof.

(c) The customer hereby grants to the company an irrevocable license to enter at any time any premises owned by the customer for the purpose of repossessing and removing any such goods or objects as aforesaid the ownership of which has remained or have become vested in the company under paragraph (b) of this conditions and the company shall not be responsible for (and the customer will indemnify the company against all liability in respect of damage caused to such premises in such repossession and removal being damage it was not reasonably practical to avoid.

10. Accounts

(a) All accounts shall be paid as per the terms set out on the sales of invoice.

(b) If the Customer does not pay any invoice by the due date of payment the company shall have the right to withhold delivery or any further goods whether under the contract or any other contract between the Customer.

(c) The Company reserves the right to charge interest on any invoice not paid on the due date for the period which it is overdue at the rate of 5% per annum over the bank base rate.

11. Specifications and quantities

(a) Unless the contract expressly provided otherwise, all weights, dimensions, statements as to performance and any other data relating to the goods supplied by the Company are approximate only.

(b) Whilst the Company will make every endeavour to deliver the quantity of goods ordered, nevertheless a delivered quantity of 10% more or less than the quantity ordered shall be deemed to be due execution and performance of the contract the price being increased or reduced pro-rata accordingly.

12. Guarantees

(a) All guarantees will be honoured as agreed in the contract providing all the parameters and correct working practices have been adhered to with regards to the aftercare of products or services provided by the company.

(b) If a product supplied or installed is shown to have fault, whether that be with the product or workmanship the company will endeavour to rectify to the matter within 14 days.