

# MIKE WYE & ASSOCIATES

THE SUSTAINABLE BUILDING & DECORATING SPECIALISTS

## Terms and Conditions of Sale

Revision: 15<sup>th</sup> February 2018

Throughout this document Mike Wye & Associates Ltd will be known as the 'Company', other person(s)/company will be known as the 'customer'.

### General

- 1.1 All quotations are made and all orders accepted subject to these conditions. In the event of inconsistency between these conditions and the customer's conditions of purchase or supply, these conditions shall prevail.
- 1.2 The written contract comprised by the Company's quotation (incorporating these conditions), any agreed specialist conditions, the customer's order and the Company's confirmation of the order constitute the entire agreement between the Company and the customer and may only be varied in writing signed by one of the Company's directors or under the authority of the director.
- 1.3 The contract is not assignable.
- 1.4 All the Company's standard printed information in advertising or describing its products in technical terms is for general guidance only.
- 1.5 The contract is subject to English law and to the jurisdiction of the English Courts.
- 1.6 If any provision of these conditions is held by any court of law to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall be unaffected.
- 1.7 The purchaser is deemed to be fully conversant with the nature and performance of the goods, including any harmful or hazardous effects.
- 1.8 Cancellation of special or purpose made orders cannot be accepted after delivery or manufacture.

### Accounts

- 2.1 Accounts are due for settlement on the last day of the month following the invoice.
- 2.2 Any invoice outstanding beyond this point may be referred to our debt recovery agents and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge, together with all other charges and fees incurred, will be the responsibility of the customer and will be legally enforceable.

### Delivery

- 3.1 The goods shall be delivered to the location specified in the customer's order.
- 3.2 Unless specifically agreed in writing, any date for delivery specified by the Company is an estimate only and failure to deliver goods by that date shall not constitute a breach of contract or negligence, nor shall be deemed to be the subject of a separate enforceable contract.
- 3.3 If a customer fails to take a delivery, the customer will be liable for wasted and/or additional transport costs incurred by the company.

### Returns

- 4.1 Where some or all of the goods supplied remain unused and the customer requests that the Company takes such goods back into stock the Company will only do so on the basis that:
  - 4.1.1 Where goods are contained in sealed bottles, tubs, bags etc. that such containers remain unopened, the goods are unused and that the goods and containers are in re-saleable condition.
- 4.2 For goods taken back by the Company a rebate or allowance will be made at the same unit price appertaining to the sale less a minimum handling charge of 10%.

### Risk

- 5.0 Risk shall pass onto the customer and the customer is responsible for all loss, damage or deterioration of the goods:
  - 5.1 If the Company delivers the goods by its own transport or by courier – at the time when the goods are off-loaded at the place of delivery, or
  - 5.2 if the Company does not itself effect delivery – when the goods leave the Company's premises, or
  - 5.3 in a case where the customer is to collect the goods but has not done so – 7 days after notification by the Company that the goods are ready for collection.

### Retention of Title

- 6.1 Title to goods sold does not pass from the Company to the customer until the invoice price and any other money which is due and payable by the customer to the Company at the date of this contract has been paid in full and, until such time the goods are in possession of the customer as bailee in a fiduciary capacity for the Company.
- 6.2 The customer shall permit the employees or agents of the Company to enter the customer's premises to repossess goods subject to this retention of title.

### Price

- 7.1 Unless otherwise stated, the price quoted by the Company is its current price exclusive of VAT and delivery. The Company reserves the right to revise the contract price of goods.

### Claims

- 8.1 The customer shall have no claim for shortage or defect unless the customer inspects the goods and a written complaint specifying the shortage or defect is made to the Company within 3 days of delivery of the goods or as soon as possible after the discovery of the defect (if it was not visible at the time of delivery).
- 8.2 The Company shall not be liable for any claim for loss or damage in finished work involving the Company's products due to fair wear and tear, misuse or failure to comply with the Company's product literature.

### Liability

- 9.1 Subject to the Unfair Contracts Act 1977, all implied terms, conditions and warranties are excluded and the Company's liability in relation to any claim shall not, in any circumstance, exceed the price of the goods, nor shall the company be liable for consequential or direct loss or damage.
- 9.2 Where a valid claim arises in respect of any defect in the quality or condition of the goods or failure to meet specification and is notified to the Company it shall be entitled to replace the goods free of charge or, at our sole discretion, refund to the purchaser the price of the goods.

### Rights on Customer's Default or Insolvency

- 10.0 Without prejudice to any other rights which it may have against the customer, the Company may rescind the contract, in whole or in part, or suspend deliveries until it, or any other goods, in any of the following circumstances:
  - 10.1 if any sum is due from the customer to the Company under the contract but is unpaid.
  - 10.2 if the customer becomes bankrupt or insolvent.

### General Lien

Without prejudice to any other right that it may have against the customer, the Company shall have a general lien over any property of the customer that is in the Company's possession, in respect of all unpaid debts to it from the customer.

### Force Majeure

The Company shall be under no liability if it is prevented from, or delayed in, carrying out the whole part of the contract for any cause beyond its control.

### Disclaimer

This information and all further technical advice is based on our present knowledge and experience. We reserve the right to make any changes according to technological progress or further developments. The customer is not released from the obligation to conduct careful inspection and testing of incoming goods. Reference to trade names used by other companies is neither a recommendation, nor does it imply that similar products could not be used. Links to stockists and contractors websites are provided in good faith. Publication of these links on the website does not imply an endorsement of these companies by the Company, or a guarantee of their workmanship.