

## Terms and Conditions of Sale

### 1. Interpretation

- 1.1 'Repco' means Repco Roof Tiles Ltd, 49 Maurice Gaymer Road, Attleborough, Norfolk, NR17 2QZ.
- 1.2 'Buyer' means the person or company who accepts a quotation of Repco for the sale of Goods or whose order for the Goods is accepted by Repco.
- 1.3 'Conditions' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any specific terms and conditions agreed in writing between the parties.
- 1.4 'Contract' means the Contract for the purchase and Sale of Goods and includes these conditions.
- 1.5 'Goods' means tiles, venting products and other services (including any instalments or any parts of them) which Repco is to supply in accordance with the Contract.
- 1.6 'Writing' includes facsimile, email and comparable communication.

### 2. Sale

- 2.1 Repco shall sell and/or supply and the Buyer shall purchase the Goods in accordance with:

- a) any written quotation of Repco which is accepted by the Buyer, or
- b) any written order of the Buyer which is accepted by Repco or Repco's Order Acknowledgement form

Subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions and subject to which any such quotation is accepted for (or purported to be accepted) or any such order is made (or purported to be made) by the Buyer.

2.2 No variation to these conditions shall be binding unless agreed in writing between the Buyer and Repco.

2.3 Repco's employees or agents are not authorised to make any representations or give any advice or recommendations concerning the Goods unless confirmed by Repco in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim in respect of, any such representations, advice, or recommendations which are not so confirmed.

2.4 Repco shall be entitled, where and when it deems it appropriate, to sub contract all or part of the Contract.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Repco shall be subject to correction without any liability on the part of Repco.

### 3. Order and Specification

- 3.1 If Repco prepares the goods in accordance with your specifications or instructions you must ensure that:

- a) The specifications or instructions are accurate
- b) goods prepared in accordance with those specifications or instructions will be fit for purpose for which you intend to use them
- c) your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.

3.2 The quantity and description of, and any Specification for, the Goods shall be those set out in Repco's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by Repco).

3.3 If the Goods are to be manufactured or any process to be applied to the Goods by Repco in accordance with a Specification submitted by the Buyer, the Buyer shall indemnify Repco in full against all loss, costs, damages, charges and expenses, awarded against or incurred by Repco in connection with or paid or agreed to be paid by Repco in settlement of any claim for infringement of any patent, copyright, design, trade-mark or any other intellectual property right.

3.4 Repco reserves the right to make any changes to the specification of Goods which do not materially affect their quality or performance or which are required to conform to any applicable safety or other statutory requirements.

3.5 No order which has been accepted by Repco may be cancelled by the Buyer except with Repco's agreement in writing and on terms that the Buyer shall indemnify Repco in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses resulting from cancellation.

#### 3.6 Cancellations

- a) The Purchaser may terminate any order by giving notice within 24 hours of placing an order. Failure to provide such notice may result in a restocking charge (usually 25%)
- b) Bespoke or special products which are made to order will not be refunded once set up charges have been incurred or when production of tiles has commenced.

### 4. Price

4.1 The price of the Goods shall be the price quoted or accepted by Repco provided that the price quoted remains valid failing which Repco shall be entitled to supply a revised price.

4.2 Repco reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of Goods to reflect any increase in the cost to Repco which was due to:

- a) any change in delivery dates, quantities, or specification for the Goods requested by the Buyer; or
- b) any delay caused by, or an inadequacy of, any instructions of the Buyer.

4.3 Unless otherwise stated, all prices are given by Repco on an ex-works basis exclusive of VAT (for which the Buyer is also liable) and where Repco agrees to deliver the Goods otherwise than at Repco's premises, the Buyer shall be liable to pay Repco's charges for transport, packaging and insurance.

### 5. Payment Terms

5.1 Repco shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Buyer wrongfully fails to take delivery of the Goods, in which event Repco shall be entitled to invoice the Buyer for the price at any time after Repco has tendered delivery of the Goods.

5.2 The Buyer shall pay the price of the Goods at the end of the month following the date of the invoice notwithstanding that delivery may not have taken place and the property and the Goods may not have passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will only be issued upon request.

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any of Repco's other rights or remedies, Repco shall be entitled to:

- a) cancel the Contract or any other Contracts with the Buyer, or suspend any deliveries to the Buyer;
- b) appropriate any payment made by the Buyer to such of the Goods or the goods supplied under any other Contract between the Buyer and Repco (notwithstanding any purported appropriation by the Buyer); and
- c) charge the Buyer interest on a day to day basis (both before and after any judgement) on the amount unpaid at the rate of 4% above Barclays Bank Plc. base rate from time to time until payment in full is made.

### 6. Delivery

6.1 Delivery of the Goods shall be made by Repco:

- a) notifying the Buyer that the Goods are ready for collection at Repco's premises; or
- b) delivering the Goods to agreed premises for unloading by the Buyer; or
- c) notifying the Buyer of the completion of the supply of Goods

6.2 Any dates quoted for delivery of the Goods are approximate only and Repco shall not be liable for any delay howsoever caused. Time for delivery shall not be of the essence. The goods may be delivered by Repco in advance of the 'Delivery date' upon giving reasonable notice to the Buyer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by Repco to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any or more instalments shall not entitle the Buyer to treat the Contract as repudiated.

6.4 If Repco fails to deliver the Goods for any reason other than cause beyond Repco's reasonable control or the Buyer's fault, Repco's liability shall be limited to the Buyer's replacement of the Goods or similar quality in the cheapest available market.

(Continued overleaf)

## Terms and Conditions of Sale (Continued)

6.5 if the Buyer fails to take delivery of the Goods (including a failure to comply with Clause 6.6) or fails to give Repco adequate delivery instructions to Repco at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of Repco's fault) then, without prejudice to any other of Repco's rights or remedies. Repco may:

- a) store the goods until actual delivery and charge the Buyer for the reasonable costs of storage, or,
- b) sell the Goods at the best price readily obtainable and (after deducting all reasonable transport storage and selling expenses) charge for any deficit under the Contract

6.6 If delivery is to occur in accordance with Clause 6.1 (b) the Buyer shall:

- a) be solely responsible for unloading the Goods and shall be liable for any damage howsoever caused during unloading;
- b) ensure there is sufficient unrestricted access on a site
- c) be allowed a maximum of two hours for unloading whereupon demurrage shall be charged by Repco

6.7 a) The premises of the Purchaser or a third party will be made on hard roads to a hard and safe draw in site suitable for unloading during normal working hours on normal working days and it shall be the responsibility of the Purchaser to ensure that delivery can be effected in this manner.

b) If it has been agreed that the Company will deliver the goods at the premises of the Purchaser or a third party the Purchaser shall provide good firm level and cleared ground on which to stack the goods. It shall be the responsibility of the Purchaser to ensure that the goods are properly and safely stacked, stored and protected.

c) If the Purchaser or third party off loads the goods, risk and expense shall pass once the delivery vehicle arrives at the premises of the Purchaser or third party as appropriate.

### 7 Risk and Title

7.1 Risk of damage or loss of the Goods shall pass to the Buyer at the time of delivery, or if the buyer wrongfully fails to take delivery of the Goods, at the time when Repco has tendered delivery of the goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions the property in the Goods shall not pass to the Buyer until Repco has received (in cash or cleared funds) payment in full for the price of the Goods and all other goods services agreed to be supplied by Repco to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as Repco's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and property stored, protected and insured and identified as Repco's property. Until that time the Buyer shall be entitled to re-sell or use Goods in the ordinary course of its business but shall account to Repco for the proceeds of sale or otherwise of the Goods including insurance proceeds and shall keep all proceeds separate from any monies of the Buyer and third parties.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been re-sold) Repco shall be entitled at any time to require the Buyer to deliver up the Goods to Repco and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer, or any third party where the Goods are stored, and repossess the Goods and the Buyer hereby grants Repco and its duly authorised agents an irrevocable licence in this respect.

### 8 Condition of Goods and Breakages

8.1 We warrant that the characteristics and capabilities of the Goods will be substantially the same as advertised. Please note: certain differences may occur and in particular no warranty is given as to the colouring of the Goods, whether regarding shades of colour or colour fastness or discolouration due to efflorescence or otherwise. We will not be held responsible for any damage or breakages to the Goods caused by: bad fixing practice; negligence or mishandling; or your own transport of collected Goods.

### 9 Warranties and Liability

9.1 Unless expressly provided in these Conditions, and except where Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law (including those as to description, fitness for purpose and sample), are excluded to the fullest extent permitted by law.

9.2 Any claim by the Buyer which is based on any defect in quantity, quality or condition of the Goods or their failure to correspond with Specification shall (whether or not delivery is refused by the Buyer be notified to Repco within 21 days of the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the Buyer does not notify Repco accordingly, the Buyer shall not be entitled to reject the Goods and Repco shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

9.3 Repco shall not be liable for any loss or damage caused by any defects in quantity, quality or condition of the Goods arising from any Specification supplied by the Buyer.

9.4 Where any valid and properly notified claim in respect of any Goods is based on any defect in the quantity, quality or condition of the Goods or their failure to meet any Specification then Repco shall be entitled to replace or repair the Goods for the part in question free of charge, or at Repco's sole discretion, refund the Buyer the price of the Goods (or a proportionate part thereof), but Repco shall have no further liability to the Buyer.

9.5 Except in respect of death or personal injury caused by Repco's negligence, Repco shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty or common law, or under the express terms of the Contract, for any consequential loss or damage (including loss of profit), costs, expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of Repco, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods in their use or re-sale by the Buyer, except as expressly provided in these conditions.

9.6 Repco shall not be liable to the Buyer or deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of Repco's obligations in relation to the Goods if the delay or failure was due to any cause beyond Repco's reasonable control (including, any act of God, Government Act, fire, explosion accident, civil commotion or industrial dispute).

### 10 Insolvency of buyer

10.1 The clause applies if:

- a) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (other than for an amalgamation or reconstruction); or
- b) an encumbrancer takes possession, or a receiver is appointed over, any of the property or assets of the Buyer; or
- c) the Buyer ceases, or threatens to cease, to carry on business; or
- d) Repco reasonably believes that any of the events mentioned above is about to occur to the Buyer and notifies the Buyer accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy available to Repco, Repco shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### 11 General

11.1 Any notice given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may have been provided in writing. Any notice served personally shall be deemed received when delivered, any notice served by fax shall be deemed received upon despatch (provided a normal answer back shall have been received) any notice sent by first class post shall be deemed received 48 hours after posting.

11.2 No waiver by Repco of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 Any dispute arising under or in connection with these conditions or the sale of the Goods shall be referred to arbitration.

11.4 The headings in these conditions are for convenience only and shall not affect their interpretation.

11.5 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

11.6 The Contract is personal to the Buyer who shall not assign or transfer it in any way.

11.7 The Contract shall be construed in accordance with and governed by the laws of England.

Repco reserves the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons.

It is your responsibility to ascertain whether any such amendments or modifications have been made regardless of whether you have actually reviewed and expressly agreed to such amendment. Continued use of our services by you will constitute your acceptance of any amendment.

Copies of these terms and conditions of sale are available in larger print – please ask