

TERMS AND CONDITIONS OF SALE

The Buyer's attention is drawn in particular to the provisions of clause 10.

If the buyer is a consumer, these terms and conditions shall not affect his or her statutory rights. Transactions with consumers shall be governed by separate Consumer Conditions of Sale.

1 DEFINITIONS

1.1 In these terms and conditions, the following words shall have the following meanings:

"**Bespoke Goods**" shall mean the products, articles or things offered for sale by the Seller, which are to be produced in accordance with the Specification.

"**Buyer**" shall mean the corporate entity, firm or person seeking to purchase the Goods and/or Services from the Seller.

"**Contract**" shall mean the contract for the sale and purchase of Goods and/or Services under these terms and conditions.

"**Goods**" shall mean the products, articles or things offered for sale by the Seller, including Bespoke Goods.

"**Seller**" shall mean Parker Building Supplies Limited (registered in England and Wales no: 2045211).

"**Services**" shall mean the services offered by the Seller, including but not limited to its design services in respect of kitchen and bathrooms and joinery.

"**Specification**" shall mean the specification for the bespoke goods, including any relevant designs, plans or drawings that is agreed in writing by the Buyer and the Seller.

"**Trigger Event**" shall mean any of the following events:

- a. An event where any sum owing by the Buyer to the Seller becomes overdue.
- b. An event where the Buyer be in breach of any term of the Contract.
- c. If the Buyer is a company, an event where it is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.
- d. If the Buyer is an individual, an event where he or she enters a deed of arrangement or makes any assignment for the benefit of or enters into any arrangement voluntary or otherwise with its creditors either by composition or otherwise; makes or has an application made for an interim order in connection with a proposal to creditors for a voluntary arrangement; has a petition presented for his or her bankruptcy or is made bankrupt.
- e. Where the Seller has bona fide doubts as to the Buyer's solvency.

2 THE CONTRACT

2.1 An order placed by the Buyer constitutes an offer to purchase the Goods and/or Services in accordance with these terms and conditions.

2.2 An order shall only be deemed to be accepted when the Seller issues written confirmation of the order or the Seller begins to process the order (if earlier), at which point the Contract comes into existence.

2.3 The Buyer is solely responsible for ensuring the accuracy and completeness of the terms of any order for Goods submitted by the Buyer.

2.4 These terms and conditions apply to the sale of Goods and/or Services by the Seller and any other terms that the Buyer seeks to impose or incorporate are excluded and shall not apply, even if submitted in a later document and/or purporting to exclude or supersede any terms and conditions inconsistent with these terms and conditions or may be contained in any offer acceptance or counter-offer made by the Buyer.

2.5 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set in writing.

2.6 No variation of these terms and conditions is permitted unless expressly accepted by a director of the Seller in writing.

2.7 Any quotation given by the Seller shall comprise an invitation to treat and is only valid for a period of thirty (30) days unless otherwise agreed by the Seller in writing. A quotation may be withdrawn at any time before receipt of the Buyer's offer to purchase.

2.8 Where an order to purchase the Goods is made by telephone and confirmed by the Buyer to the Seller in writing, the written confirmation must be clearly marked "confirmation of telephone order" to ensure that the order is not duplicated.

3 THE GOODS

The quantity and description of the Goods shall be as set out in the Seller's written confirmation of order or quotation, or in case of Bespoke Goods, in the Specification.

4 CANCELLATION

4.1 Orders may only be cancelled (in whole or part) if this is expressly agreed by a director or store manager of the Seller in writing.

4.2 Where an order is cancelled the Buyer shall indemnify the Seller fully against all expenses incurred up to the time of or as the result of such cancellation.

5 PRICE

5.1 Goods are offered for sale at the Seller's quoted prices which are unless otherwise stated net ex works exclusive of VAT.

5.2 Quotations are based on prices applicable to quantities specified. The Seller shall be entitled to adjust the price of Goods to take into account variations in the quantities actually ordered, in the event that orders are placed for lesser quantities.

5.3 The Seller shall be entitled to adjust the price of the Goods at any time up to and including delivery, to take into account increases in costs incurred by the Seller in relation to (but in no way limited to) any increase in the cost of raw materials, freight, labour or services or any currency fluctuations affecting the cost of imported materials.

6 PAYMENT

6.1 The Seller shall invoice the Buyer on or at any time after receiving the order.

6.2 Unless payment is required by the Seller at the point of order or on some other basis, the Buyer's account(s) are due for payment in full and in cleared funds by the last day of the month following that in which the Goods are delivered or in which the Goods are made available for collection.

6.3 The Seller reserves the right to charge interest at 8% per centum per annum above Bank of England base rate from time to time in force on all overdue accounts, such interest being deemed to accrue on a daily basis from the date due for payment.

6.4 Payments of accounts by credit card will be subject to a 2% surcharge. The Seller reserves the right to revise this at its discretion.

6.5 Terms agreed for payment may vary as the Seller shall at its absolute discretion from time to time prescribe. The Seller reserves the right to refuse to accept orders at any time and without giving any reason including where payment is not to be made in full at the point of order.

6.6 In the event of non-payment in accordance with agreed terms the whole of the price of the Goods delivered shall immediately become due and payable and the Seller reserves the right to withhold, suspend, or cancel outstanding deliveries.

6.7 The Seller reserves the right at any time at its discretion to demand security for payment before continuing with or delivering Goods in satisfaction of any order notwithstanding any subsisting agreement to provide payment terms to the Buyer.

6.8 The Buyer shall not be entitled to withhold payment of any amount payable to the Seller by reason of any dispute or claim of the Buyer and in the case of any short delivery or delivery of damaged Goods, shall remain liable to pay the full invoice price of all other Goods delivered or available for delivery.

6.9 Neither party shall have the right of set-off, statutory or otherwise.

6.10 The Buyer shall reimburse to the Seller the entire costs of representing any cheque or other instrument delivered to it in payment of any sum due by the Buyer.

6.11 Upon the occurrence of a Trigger Event, the Seller shall, without prejudice to any other rights it may have against the Buyer, be entitled to rescind the Contract or suspend further deliveries to the Buyer, and all sums payable to the Seller shall become due and payable forthwith.

6.12 Where the Seller incurs reasonable third party costs in the recovery of overdue sums the Seller shall be entitled to reimbursement of those reasonable costs from the Buyer.

7 DELIVERY

7.1 The Seller shall deliver the Goods to the Buyer or make the Goods available for the Buyer's collection at the Seller's premises, whichever is stipulated in the order. The parties may agree for the Seller to deliver the Goods to such other location as appropriate.

7.2 Delivery will be deemed to have been effected when the Goods are unloaded at the delivery location or as the case may be upon collection by the Buyer at the Seller's premises.

7.3 Delivery dates are estimates only and time of delivery is not of the essence of the Contract. For the removal of doubt, the Seller shall not be liable for any loss whatsoever or howsoever arising caused by late delivery or by the failure to make Goods ready for collection on the due date.

7.4 If the Seller fails to deliver the Goods, its liability shall be limited to costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

7.5 The Seller reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.

7.6 Where the parties agree for delivery to be by instalments or the Seller exercises its right to deliver by instalments under clause 7.5, or if there is delay in the delivery of any instalment for whatever reason this will not entitle the Buyer to treat the Contract as repudiated or to damages.

7.7 Where Goods are to be delivered by the Seller, the Seller shall not be obliged to deliver and unload the goods other than to kerbside. The Buyer is to provide free of charge any labour necessary for handling Goods once delivered and unloaded from the vehicle.

7.8 The Seller will charge the Buyer an additional amount in the following circumstances: (i) If the Seller's vehicle is kept on site for an unreasonable amount of time; (ii) If the Seller has to return to the Seller's premises without completing delivery through lack of assistance; or (iii) If additional staff have had to accompany the driver.

7.9 In the following circumstances, the Seller shall on giving notification of readiness to deliver to the Buyer, be entitled to treat the Contract as fulfilled: (i) if delivery is refused by the Buyer; (ii) delivery is delayed, suspended or made by instalments at the request of the Buyer; (iii) the Seller is unable to

deliver the Goods due to circumstances beyond its reasonable control. In such cases, the Seller shall place the Goods into store.

7.10 In cases described in clause 7.9, delivery shall be deemed to have taken place for the purposes of invoicing payment and the passing of risk. At the Buyer's request, the Seller shall and in any event may arrange insurance covering the major perils endorsing its own interest. The cost of the abortive delivery, of storage and insurance of the Goods shall be for Buyer's account.

7.11 The Buyer or its duly authorised representative shall sign the delivery ticket as acknowledgement of delivery provided that on delivery to the address nominated by the Buyer the Seller shall be entitled to assume that any signature given is that of such a representative.

7.12 The Seller reserves the right not to deliver or collect any load if the Seller considers (at its discretion) that the road or ground over which the Seller must travel is unsuitable. Where the Seller uses a vehicle for delivering or collecting any load to or from a place situated off the public highway, the Buyer shall be solely responsible for any damage or accident that may be caused during the course of and/or as a result of delivery or collection, and is to fully indemnify the Seller and its employee(s) in respect thereof.

7.13 The Seller shall have no obligation to accept the return of Goods which shall be surplus to the Buyer's requirements or ordered in error. The Seller may at its discretion accept the return of Goods for credit and where it does, the Buyer shall arrange for and pay all charges associated with their carriage. Any decision to accept the return of Goods for credit shall be conditional upon the return of the Goods and their packaging being returned without any damage or marking within fourteen (14) days from the Seller's invoice. Where the Seller assists the Buyer by collecting the Goods, a 20% handling charge will apply.

7.14 Unless otherwise expressly agreed in writing the price only covers delivery and working on Monday to Friday inclusive from 7.30am to 5.30 pm (hereafter referred to as "normal working hours"). All deliveries made or work done at the Buyer's request on Bank Holidays, Saturdays, Sundays and outside normal working hours will be subject to extra charges.

7.15 Where any Goods, packing or container are delivered and deposited on the public highway or elsewhere, the Buyer shall be responsible for the protection of persons or property in relation to such Goods, packing or container, including for the compliance with all regulations and steps which need to be taken to ensure such, and the Buyer shall indemnify the Seller in respect of all or any costs, claims, losses or expenses which it may incur as a result of such delivery.

7.16 The Seller shall not be liable for any failure to deliver the Goods arising from circumstances outside its control. Non-exhaustive illustrations of such circumstances would be acts of God, war, riot, explosion, abnormal weather conditions, fire flood, strikes, lockouts, Government action or regulation (U.K or otherwise), delay by suppliers, accidents and shortage of materials, labour or manufacturing facilities.

7.17 Nothing shall affect the Buyer's obligation to pay the price of the Goods on the due date for payment.

8 INSPECTION

8.1 The Buyer is under a duty wherever possible to inspect the Goods on delivery or on collection as the case may be.

8.1.1 Shortages, defects and incorrect Goods must be advised to the Seller by telephone as soon as possible and in any event by the end of the day of delivery and by providing written notice within three (3) working days of unloading.

8.1.2 If notice is not given within that time period the Goods will be deemed to have been delivered in the quantities as per the delivery note.

8.1.3 Where the Goods cannot be examined the delivery note or such other note as appropriate shall be marked "not examined" by: in cases where the Buyer is unable to inspect the Goods due to packaging, the Buyer; and in cases where the Seller's driver is authorised to deliver the Goods without the Buyer or an authorised receiver being present, by the Seller's driver.

8.2 If the Buyer fails to comply with the terms of clause 8.1, the Seller shall be under no liability for any shortages and defects that would be apparent on careful inspection of the Goods, the Buyer shall not be entitled to and waives any rights to reject the Goods or claim damages howsoever caused.

8.3 In all cases where defects, shortages or incorrect Goods are complained of the Seller shall be under no liability in respect thereof unless the Seller is provided with a reasonable opportunity to inspect the Goods, including all or any strapping, battens or packaging in which the Goods complained of are contained, before any use, alteration or modification is made of or to the Goods.

8.4 In respect of Goods which are ordered by reference to bulk or weight, any deviations in the quantity of the Goods delivered (representing not more than 5%) from that stated in the order or quotation shall not give the Buyer any right to reject the Goods or to claim damages and the Buyer shall be obliged to accept and pay at the contract rate for the quantity of the Goods delivered.

8.5 The Seller's liability for short delivery is limited to making good the shortage.

9 TITLE AND RISK

9.1 Risk in the Goods shall pass to the Buyer on delivery or in cases where the Goods are collected from the Seller's premises, at the point of collection.

9.2 Title to the Goods (ownership) shall remain with the Seller until:

9.2.1 The Buyer has paid all sums (in cash or cleared funds) owed by the Buyer to the Seller for the Goods; and

9.2.2 Any other goods that the Seller has supplied to the Buyer in respect of which payment has become due.

9.3 The Buyer is licensed by the Seller to use the Goods delivered to the Buyer but is not permitted to sell the Goods until they are paid for in full.

9.4 Until title to the Goods passes to the Buyer:

9.4.1 The Buyer will hold the Goods as fiduciary agent and bailee for the Seller;

9.4.2 The Goods shall be stored separately from all other property of the Buyer and of third parties in such a way as to be clearly identifiable as belonging to the Seller and in good and substantial repair and condition, and the Buyer will not or will not allow any interference with the Goods or its packaging.

9.4.3 The Seller may, without prejudice to any other rights against the Buyer, revoke the right granted to the Buyer under clause 9.3 by giving notice to the Buyer upon the happening of any of the Trigger Events a, b, or e. The said right shall automatically cease upon the happening of any of the Trigger Events c or d.

9.5 With regards to Goods within the Buyer's possession or under its control, the Buyer shall place the Goods at the Seller's disposal, and the Seller shall (whether itself or by its agents), be entitled to enter the Buyer's premises (or such premises under the Buyer's control or to which the Buyer has a right of access) for the purpose of the Seller inspecting, repossessing and/or removing the Goods.

9.6 The Buyer shall indemnify the Seller against any costs, expenses or losses incurred or sustained by the Seller in the exercise of the Seller's rights under the clause 9.5.

9.7 The Seller is entitled to appropriate any payment made by the Buyer in respect of any Goods in settlement of such invoices or accounts in respect of such Goods as the Seller may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.

10 LIABILITIES

10.1 No representation or warranty is given as to the suitability or fitness of the Goods for any or any particular purpose and the Buyer shall satisfy itself in this respect and shall be totally responsible therefore.

10.2 The Seller's liability for defective Goods, whether caused by faulty design, manufacture, materials or workmanship but not defects caused by abnormal use, misuse or neglect, shall be limited to any of the following, at the Seller's option:

10.2.1 repairing the Goods at its expense;

10.2.2 replacing the Goods; or

10.2.3 refunding the purchase price of the Goods,

provided that the defect is discovered by the Buyer during the period of twelve (12) months from the date of delivery and is notified to the Seller in writing within seven (7) working days of the discovery and subject in all cases to the return of the Goods to the Seller at the expense and risk of the Buyer.

10.3 Save as set out above and subject to clause 10.8, all warranties, conditions, or other terms, whether express or implied by statute or otherwise, are excluded to the fullest extent permitted by law and will not apply to the Contract including but not limited to those implied by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and the Consumer Protection Act 1987.

10.4 Subject to clause 10.8, the Seller's entire liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed an amount equal to four times greater than that of the contract price.

10.5 Subject to clause 10.8, the Seller shall not be liable to the Buyer or any third party for any loss of profit, or any consequential or indirect loss suffered by the Buyer or any third party in relation to Goods supplied by the Seller and the Buyer shall indemnify the Seller in respect of any claim of any person in respect of any such loss.

10.6 The Buyer shall indemnify the Seller against any liability that the Seller may incur as a result of a claim against the Seller made by a consumer under the Consumer Protection Act 1987 in respect of any alleged defect in the Goods.

10.7 Any limitation or exclusion of liability by the manufacturers of Goods or materials, including in relation to consequential liability, shall also apply to the Seller's liability of the sale of said Goods. Details of the terms and conditions for the supply of Goods to the Seller by the manufacturer are available on request.

10.8 Nothing in these terms and conditions excludes or limits the Seller's liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; and (iii) any other matter which it would be illegal for the Seller to exclude.

11 GENERAL

11.1 Where samples are submitted, these are drawn from bulk and are representative of the whole and no guarantee can be given that every item will be the same in all material respects as the sample.

11.2 The particulars contained within the Seller's catalogues, technical circulars, price lists and its other literature are for the Buyer's general guidance only and shall not constitute representations by the Seller and the Seller shall not be bound by such.

11.3 Any notice to be given under these terms and conditions shall be given in writing (which includes email) and shall be deemed to have been received two (2) days after posting if sent by post or at the time of sending if sent by email, providing that if the time of deemed receipt is not within normal working hours, then deemed receipt shall be when normal working hours next begin. Notice shall be sent to the party concerned at its address or such other address as that party may from time to time notify in writing.

11.4 The Contract shall be governed by and construed in accordance with English Law and all disputes arising in connection with the Contract shall be submitted to the exclusive jurisdiction of the English Courts.

11.5 If any provision of the Contract shall be void or unenforceable in whole or in part, the remaining provisions and the remainder of the provision affected shall remain in full force and effect.

March 2016

PARKER BUILDING SUPPLIES LTD

Head Office Unit J1-J4 Franklin House Chaucer Business Park Dittons Road Polegate East Sussex BN26 6JF T 01825 748400 F 01825 765822 E sales@parkerbs.com Registered Office as above Registered in England No 2045211



www.helpmebuildit.co.uk

PARKER BUILDING SUPPLIES	PARKER TIMBER & MOULDINGS
PARKER KITCHENS	PARKER LOFTS
PARKER JOINERY	GREEN@PARKERS
PARKER BATHROOMS	PARKER PLUMBING SUPPLIES
PARKER PAVING	PARKER DIRECT SALES
PARKER BRICKMATCHER	ARCHITECTURAL IRONMONGERY
PARKER SELF BUILD	PARKER WEBSITES