



## T&D Supplies Ltd. CONDITIONS OF BUSINESS

### **1. DEFINITIONS**

In these Conditions the following expressions shall have the following meanings:-

**“the Company”** - means T&D Supplies Ltd.

**“the Customer”** - means principally the ‘the individual purchaser of T&D Supplies Ltd. Products’, or nominated authority acting on the behalf of the customer, firm or company with whom the Contract is made by the Agent whether directly or indirectly through an agent or factor who is acting for or instructed by or whose actions are ratified by such person firm or company;

**“Goods”** - means the articles, Industrial Cladding & Fixings, and any other goods as specified in the official order or contract from the customer or its governing body at the point of ordering from the website.

**“Services”** - means the services to be provided by the Company to the customer via the customer or their agent under the terms of the order or the Contract and “Service” shall be construed accordingly;

**“Company’s Premises”** - means the premises mentioned in the Contract or if not so mentioned means the Company’s premises at, Anchor Trade Park, Wiltshire Road, Hull, HU4 6PA

**“Contract”** - means the contract between the Company and the customer under which the Services and/or Goods are to be supplied by the Company to the customer either directly or via an agent.

**“The Order Form”** - means the contract between the Company and the customer under which the products and services will be provided by way of the electronic Order Form.

**“The Payment”** - means the fee for the goods and services which will be paid by the customer at the time of ordering electronically via the website.

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### **2. GENERAL**

These Conditions shall be deemed to be incorporated in all Contracts and in the case of any inconsistency with any order or letter or form of contract sent by the customer or an agent on behalf of the customer to the Company or any other communication between the customer and Company via its agent whatever may be their respective dates the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a director or authorised signatory on behalf of the customer or the Company. Any concession made or

latitude allowed by the Company to the customer shall not affect the rights of the Company under the Contract. If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the Contract the other Conditions shall continue in full force and effect.

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### **3. OBLIGATION TO PROVIDE SERVICES AND/OR GOODS**

3.1 Notwithstanding that the Company may have given a detailed quotation no request for the provision of Services and no order for the supply of Goods shall be binding on the Company unless and until it has been accepted in writing by the Company.

3.2 The Company's catalogues, brochures, leaflets or correspondence are not binding and reasonable variations may be made to the Services and/or as the case may be the Goods without notice and the Services and/or the Goods so varied shall be accepted as complying with the Contract.

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### **4. PRICES**

4.1 The price payable for the Services shall unless otherwise stated in the Contract be the fee chargeable by the Company for such Goods and Services current at the date of the provision of the Services and, in the case of the provision of Services over a period of time, the price payable shall, at the option of the Company, be either:-

4.1.1 the fee current at the date of the provision of the Goods and Service in question unless otherwise expressly stated to be firm for a period; or

4.1.2 the fee current at the date of any invoice sent pursuant to Condition 7.3.

4.2 The price payable for Goods and services shall unless otherwise stated in the Contract be the list price of the Company current at the date of purchase

4.3 All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate.

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### **5. ADDITIONAL COSTS**

The Customer agrees to indemnify the Company on demand against any loss or extra cost incurred by the Company through the Client's instructions or lack of instruction through any act or default on the part of the Customer its servants or employees. In the event of a third party representing the customer passing incorrect instruction to the company upon purchase, the customer agrees to indemnify the company against any loss including time, material, carriage in order to satisfy the client due to incorrect instruction.

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### **6. INTELLECTUAL PROPERTY**

6.1 The customer and its Agent shall indemnify the Company against all costs claims and damages incurred or threatened arising out of any alleged infringements of patents, trademarks, registered designs, design right or copyright occasioned by the provision of the Goods and Service where such Goods and Service are provided to the specification or special requirements of the customer and/or by the manufacture or sale of Goods made to the specification or special requirements of the Client.

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## **7. TERMS OF PAYMENT**

7.1 Unless otherwise agreed by the Company in writing payment for the Goods and Service shall be due in cash as follows:-

7.2 Upon order of receipt of invoice by the client or its agent from the company.

7.1.2 Payments will be made by credit or debit card at the time of purchase

7.2 If the Goods or Service are to be provided at a date in the future the Company shall be entitled to invoice the customer upon order and payment shall be due within 7 days of the date of the Goods and Services being provided.

7.3 If upon the terms of the Contract monies due shall be payable by installments a default by the customer of the payment of any due installment shall cause the whole of the balance of the sums due to become due forthwith.

7.4 The sums due to the Company under the Contract shall be due in full to the Company in accordance with the terms of the Contract and the Client shall not be entitled to exercise any set-off lien or any other similar right or claim.

7.5 The time of payment shall be of the essence of the Contract.

7.6 Without prejudice to any other rights it may have the Company is entitled to charge interest at a daily rate of 8% above the Current Base Rate of Lloyds TSB plc on overdue payments such interest to run from the due date for payment until payment in full is received whether before or after judgement.

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## **8. DELIVERY OF GOODS AND SERVICES**

8.1 The period for delivery of Goods and Services shall be the period within which the Goods and Services are intended to be dispatched from the Company's Premises and shall be calculated from the time of the receipt by the Company of the Client's order or from the receipt of all necessary information to enable the Company to produce or procure the production of the Goods and Services.

8.2 All times or dates given for delivery of the Goods and Services are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence of the Contract nor shall the Company be under any liability for any delay beyond

the Company's control. The weather will determine the delivery of the goods and service at all times.

8.3 In the event of a valid claim for non-delivery loss damage or non-compliance with the Contract the Company undertakes at its option either to re-supply or replace the Goods at its expense but shall not be under any further or other liability to any person in connection with such non-delivery loss damage or non-compliance.

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## **9. REJECTION OF GOODS AND SERVICES**

Goods and Services supplied in accordance with the Contract cannot be rejected once received unless the goods are damaged. Should the client require the removal of goods once delivered under instruction of the client the company reserves the right to refuse.

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## **10. DEFECTIVE GOODS AND SERVICES**

10.1 In substitution for all rights which the customer would or might have but for these Conditions the Company undertakes in the case of Goods and Services supplied by the Company that if within the period of 7 days from the date of delivery of the Goods and Services by the Company a serious defect in function appears The company will at its own discretion either credit to the Client in full the price paid by the Client to the Company or replace the Goods and Services free of charge.

10.2 Nothing herein shall impose any liability upon the Company in respect of any verbal, written claim, offers or mis-information supplied by the client arising out of the acts omissions negligence or default of the customer its servants or agents including in particular but without prejudice to the generality of the foregoing any failure by the customer to comply with any recommendations of the Company as to supply of information.

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## **11. CONSEQUENTIAL LOSS**

The Company shall not be liable for any costs claims or damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits income production or accruals or loss of such profits income production or accruals or by reference to accrual of such costs claims damages or expenses on a time basis.

The Company shall not be liable to the customer for any costs claims or damages or expenses arising out of poor or incorrect installation of the Thermoplastic goods by the customer or their agents for and on behalf of their own customers. The accepts responsible for their own installation of the Thermoplastic goods supplied by the Company and Installed by the customer or their agent.

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## **14. LIMITATION OF LIABILITY**

14.1 Where the Contract relates to the provision of Goods and Services the liability of the Company to the Client for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price payable for the Goods and Services if either are proved to be faulty or non delivery has occurred.

14.2 Nothing herein shall impose any liability upon the Company in respect of any verbal, written claim, offers or mis-information supplied by its agent arising out of the acts omissions negligence or default of the agent.

14.3 The Company shall not be liable for imperfect work caused by any inaccuracies on any drawing, specifications or plans supplied by the customer.

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## **15. REPRESENTATIONS**

15.1 Where any provision of the Contract is inconsistent with any of these Conditions, the provision in the Contract shall be paramount.

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## **16. FORCE MAJEURE**

The Company shall be entitled to delay or cancel or if it is prevented from or hindered in or delayed in the provision of Goods and Services or as the case may be the supply of Goods and Services through any circumstances beyond its reasonable control including but not limited to weather, strikes, lock-outs, accidents or warfare.

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## **17. CANCELLATION**

17.1 Save as provided in Condition 16 hereof the Contract may not be cancelled except by agreement in writing of both parties and upon the payment to the Company by the customer by way of agreed damages of an amount equal to the aggregate of:-

17.1.1 all expenses incurred and loss suffered by the Company in relation to the provision of the Goods and Services and/or as the case may be the supply of Goods and Services; and

17.1.2 all sums due from the Client to the Company under the Contract.

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## **18. SUB-CONTRACTING**

The Company may assign or sub-contract the whole or any part of the Contract to any person firm or company

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## **19 . HEADINGS**

The headings in these Conditions are intended for reference only and shall not affect their construction.

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## **20. PROPER LAW**

The Contract shall in all respects be governed by English Law and shall be deemed to have been made in England and the customer and the Company agree to submit to the non-exclusive jurisdiction of the English Courts.

April 2018.