

# CONDITIONS OF SALE

## 1. Interpretation

In these Conditions:

**Customer** shall mean the Customer whose particulars appear overleaf  
**Seller** shall mean (Plumbstore)  
**Goods** shall mean any Goods (or instalment or part thereof) ordered by the Customer from the Seller

## 2. Basis of Sale

These Conditions of Sale (together with such conditions as operate by law) form the entire agreement between the Customer and Seller and may only be varied in writing by an authorised officer of the Seller. Any alleged verbal representations shall be of no effect unless implemented in writing in compliance with the requirements of this clause.

## 3. Price of Goods

Prices quoted are exclusive of VAT and carriage, and any quote remains valid for a period of [14] days from the time given.

## 4. Payment

- 4.1 Until a Credit Account has been opened by the Seller in favour of the Customer, payment is due in cash with order or against a pro-forma invoice.
- 4.2 Time of payment shall be of the essence. A Customer in whose favour a Credit Account has been opened must pay for the Goods on the [ ] of the month following the date of invoice ("the due date") or in accordance with any alternative terms agreed in advance.
- 4.3 Where payment is not made by the due date, regardless of its other remedies, the Seller shall be entitled (i) to charge interest on such overdue sum(s) until payment in full is effected, such interest being calculated in accordance with the Late Payments of Commercial Debts Regulations 2002, and any amendments to said legislation from time to time in force; and (ii) to immediately seek recovery of all sums invoiced to the Customer as remain outstanding and unpaid, which sums shall be automatically become due and payable in full notwithstanding the date(s) of invoicing.
- 4.4 If any payment is dishonoured or countermanded by the Customer, the Seller shall have the right to charge the Customer a £1[ ] administration fee, and, if payment is not effected by the due date, all reasonable tracing and debt collection/recovery costs in addition.

## 5. Delivery

- 5.1 All Goods are offered subject to availability. Any delivery date quoted is in good faith, but the Seller shall not be responsible for any delay in delivery of Goods howsoever caused. Time of delivery shall be of the essence.
- 5.2 The Seller shall be entitled to make delivery by instalments, and to invoice the Customer separately for each instalment.
- 5.3 Any failure by the Customer to accept delivery (save upon grounds of rejection as are permitted under the law relating to the Sale of Goods in Scotland) shall be deemed to be a breach of contract.
- 5.4 Any claim by the Customer relating to damaged or short delivered Goods must be intimated to the Seller within two days of delivery.

## 6. Risk and Title to the Goods

- 6.1 The Goods shall be at the risk of the Customer from the time of delivery.
- 6.2 Ownership of the Goods shall not pass to the Customer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of such Goods.
- 6.3 Until ownership of the Goods has passed to the Customer, the Customer must:
- 6.3.1 hold the Goods as trustee for the Seller;
  - 6.3.2 store the Goods (at no cost to the Seller) separately from all other Goods of the Customer or any third party in such a way that they remain readily identifiable as the Seller's property;
  - 6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 6.3.4 maintain the Goods in satisfactory condition and insured for their full price against all risks to the reasonable satisfaction of the Seller; and
  - 6.3.5 hold any proceeds of the insurance referred to in condition 6.3.4 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 6.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:

- 6.4.1 any sale shall be effected in the ordinary course of the Customer's business at full market value and the Customer shall hold such part of the proceeds of sale as represent the amount owned by the Customer to the Seller on trust for the Seller and the Customer shall account to the Seller accordingly; and
- 6.4.2 any such sale shall be a sale of the Seller's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 6.5 The Customer's right to use, sell or have possessions of the Goods not paid for shall terminate immediately, if:
- 6.5.1 the Customer is sequestrated or makes an arrangement or composition with, or signs a trust deed for, his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed of a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceeding are commenced relating to the insolvency or possible insolvency of the Customer; and or
- 6.5.2 the Customer suffers or allows any decree, diligence, charge, execution or sequestration, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe and/or perform any of his/its obligations under these Conditions or any other contract between the Seller and the Customer, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade.
- 6.6 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
- 6.7 The Customer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

## **7. Warranties and Liability**

- 7.1 In addition to all warranties implied by the law, the Seller warrants that the Goods shall correspond with their written specification (if any) at the time of delivery, and will be free from material defects in materials and workmanship for a period of [12] months from delivery, provided that:
- 7.1.1 the Seller shall be under no liability for any defect arising from any drawing, design or stipulation of or any use by the Customer which contravenes or is in excess of any written specification for the Goods;
- 7.1.2 the Seller shall be under no liability in respect of any defect or lack of performance arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Seller's instructions, or misuse, alteration or repair of the Goods;
- 7.1.3 if the Goods are not of the Seller's manufacture, but ordered for the Customer from a 3<sup>rd</sup> party, the warranty shall be that manufacturer's warranty or such warranty as is implied by law, whichever shall be longer;
- 7.1.4 the Seller shall be under no liability for any warranty claim if the full purchase price for the Goods is not paid on or before the due date.
- 7.2 Any claim by the Customer arising from a patent defect in the Goods shall be notified to the Seller in writing within 7 days of delivery. Any claim arising from a latent defect shall be made within the above specified warranty period and no later than 14 days of the defect becoming apparent.
- 7.3 When the Seller accepts a claim made by the Customer in respect of the Goods, the Customer's right shall be to a full or partial refund or replacement, at the Seller's option. In no circumstances shall the Seller have any further liability, save that nothing herein contained shall exclude any liability on the Seller for death or personal injury arising from the negligence of its employees or agents. In no circumstances will the Seller be responsible for any consequential losses arising from the Goods or their delivery or late delivery.
- 7.4 The Customer is solely responsible for ensuring that the Goods are suitable for the purpose for which it intends to use them. The Seller's representatives do not offer advice on the use to which Goods are to be put.

## **8. Termination/Suspension**

Without prejudice to any other right or remedy, the Seller shall be entitled to suspend forthwith further performance and/or terminate contractual relations with the Customer if the Customer is in breach of any of these Conditions. The Seller may also suspend the Customer's credit account at any time it deems appropriate, and in such event intimation of such suspension will be given forthwith to the Customer.

## **9. General**

- 9.1 The invalidity or unenforceability of any condition or part thereof shall not affect or prejudice the validity or enforceability of the remaining conditions or parts thereof to the intent that any void or unenforceable condition or part thereof shall be entirely separate and severable from the remaining conditions or parts thereof.

- 9.2 The failure or delay by the Seller in enforcing any claim, right or remedy which it may have shall not operate so as to prejudice or extinguish such claim, right or remedy. No waiver or discharge of any claim, right or remedy shall be effective unless it is in writing and is delivered to the Customer.
- 9.3 These conditions and the contract between the Customer and Seller shall be governed by the law of Scotland and the Scottish Courts shall have non-exclusive jurisdiction.