

# BODEN ROOFING SUPPLIES

HEAD OFFICE

Mill Lane, WELSHPOOL, Powys, SY21 7BL

Tel : (01938) 5577 55 Fax : (01938) 555786

## CASH ACCOUNT ONLY

**(Payment Methods: Cash, Cheque, Debit or Credit Card)**

Full Name:	Date of Birth:
	Type of Business:
Trading Name:	Limited Company: YES / NO
	If Yes, Company Registration No:
Address:	Length of Time Trading :
	Tel No:
	Fax No:
	Mobile No.:
Post Code:	Email:
Contact Name for Account Queries:	Official Orders Required: YES / NO
	Prices to be Printed on Delivery Notes: YES / NO

**I/We Request a cash account to be opened in the above name and have signed the terms of business overleaf.**

Have you or any directors of the company been made bankrupt in the past: YES / NO

Have you or any directors of the company any outstanding county court judgments: YES / NO

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_

(Is signing on behalf of a Company)

**A 25% deposit will be required before any non-stock items (specials) can be ordered. Return and credit of specials is subject to suppliers agreement.**

### ACCOUNTS USE ONLY

#### Issuing

A/C taken by:	
Date Issued:	

#### Authorisation

Manager:	
Territory:	
Trade Terms:	

#### Accounts

Credit Limit:	
Trade Ref Sent:	
Account No:	
A/C Opened:	
Letter Sent:	

## Conditions Of Sale - Boden Roofing Supplies

### 1. DEFINITIONS

“the Company” shall mean Boys & Boden Ltd.

“the Goods” shall mean the products, articles things or services offered for sale by the Company in accordance with these conditions. “the Buyer” shall mean the corporate entity, firm or person seeking to purchase the Goods from the Company.

### 2. THE CONTRACT

2.1 All orders are placed and accepted by the Company only under these terms and conditions.

2.2 These terms and conditions exclude any other terms and conditions inconsistent therewith which the Buyer might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede any terms or conditions inconsistent with them or may be contained in any offer acceptance or counter-offer made by the Buyer.

2.3 No variation of these conditions shall be binding unless expressly accepted in writing by a Director or the Secretary of the Company.

2.4 Quotations which comprise an invitation to treat may be withdrawn at any time before or after receipt of the Buyer’s offer to purchase and shall be deemed to be withdrawn if such is not received within thirty days from the date of quotation unless otherwise stated

### 3. CANCELLATION

3.1 No cancellation of the whole or any part of any order by the Buyer is permitted except where expressly agreed by the Company in writing.

3.2 In the event of such agreed cancellation the Buyer shall indemnify the Company fully against all expenses incurred up to the time of cancellation

### 4. PRICE

4.1 Unless otherwise stated all prices quoted are net ex works exclusive of V.A.T.

4.2 The Company reserves the right to adjust the price at any time prior to delivery due to any factor beyond the control of the Company.

### 5. PAYMENT

5.1 All sums become due and payable under these terms and conditions not later than the last working day of the month following the month of delivery.

5.2 The Company reserves the right to charge interest at 10 per centum per annum above the HSBC PLC base rate from time to time in force on all overdue accounts, such interest being deemed to accrue on a day to day basis from the due date for payment under clause 5.1.

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

5.4 The Buyer shall not be entitled to set off against any amount payable to the Company under any agreement any amount which is not then due and payable by the Company or for which the Company disputes liability.

5.5 The Company 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 credit to the Buyer.

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

5.7 If the Buyer (being a Company) has a petition presented for its winding-up or the Appointment of an Administrator or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds or enters into any arrangement with its creditors or has an Administrative Receiver appointed of all or part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangement with his/her creditors or commits a material or serious breach of this Agreement (and in the case of such a breach being remediable fails to remedy it within 7 days of receiving notice to do so), he/she will be deemed to have repudiated the contract and all sums owing to the Company on any account shall become due and payable forthwith without requirement for any notice to be given.

### 6. DELIVERY

6.1 Delivery will be deemed to be effected on the handing over of a Dispatch Note or Delivery Note to the Buyer in the case of a Credit Sale or in the case of a Cash Sale a Cash Sale Invoice.

6.2 Delivery dates are estimates only and time of delivery is not of the essence of the contract.

6.3 The Company shall not be liable for any loss whatsoever or howsoever arising caused by its non-delivery or by the failure to make Goods ready for collection on the due date.

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

6.5 When delivery is agreed by instalments or the Company exercises its right to deliver by instalments under clause 6.4 hereof or if there shall be any delay in the delivery of any one or more instalments for whatever reason this will not entitle the Buyer to treat the contract as repudiated or to damages.

6.6 The Buyer is to provide free of charge and without undue delay any labour and equipment necessary for unloading goods when delivered and the responsibility of the Company’s driver is limited to handling goods off the vehicle where unloading is carried out solely by him

6.7 Where delivery is refused by the Buyer or is delayed, suspended or made in instalments at the request of the Buyer, the Company on giving notification of readiness to deliver shall be entitled to treat the contract as fulfilled and shall then place the Goods into store. Delivery will be deemed to have taken place for invoicing payment and the passing of risk. The Company at the Buyer’s request shall and in any event may arrange insurance covering the major perils endorsing his own interest. The cost of storage and insurance of the Goods shall be for the Buyer’s account. The cost of abortive delivery will be charged to the Buyer.

6.8 The Buyer shall either themselves or by their duly authorised representative sign the delivery ticket as acknowledgement of delivery provided that on delivery to the address nominated by the Buyer the Company shall be entitled to assume that any signature given is that of such a representative.

6.9 The Company does not undertake to deliver or collect any load over roads or ground which in the Company’s discretion are considered to be unsuitable. If a vehicle used for performing the contract with any Buyer delivers or collects a load to or from a place situated off the public highway, the Buyer is to be solely responsible for any damage or accident and is to fully indemnify the Company and its employee(s) in respect thereof.

6.10 In the event of any goods or any packing or container being delivered or deposited whether on the public highway or elsewhere the Buyer shall be responsible for the compliance with all regulations and for all steps which need to be taken for the protection of persons or property in relation to such goods packing or container and shall indemnify the Company in respect of all or any costs losses or expenses which it may incur as a result of such delivery. 6.11 Where the agreed delivery location is unattended, delivery shall be deemed to have been accepted when goods are unloaded by the Company’s driver at any time between the hours of 7a.m. and 7p.m. on any weekday or Saturday.

### 7. INSPECTION

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

7.2 Where the goods cannot be examined the carrier’s note or such other note as appropriate shall be marked “not examined” by the Buyer.

7.3 The Company shall be under no liability for any defects or shortages that would be apparent on careful inspection if the terms of this clause are not complied with, and, in any event will be under no liability if a written complaint is not delivered to the Company within 7 days of delivery detailing the alleged defect or shortage.

7.4 In all cases where defects or shortages are complained of the Company shall be under no liability in respect thereof unless a reasonable opportunity to inspect the Goods is provided to the Company before any use is made thereof or any modification is made thereto by the Buyer

7.5 Subject to clauses 7.3 and 7.4 the Company shall make good any shortages, replace defective goods as soon as it is reasonable to do so to make good by issuing a Credit Note or making a cash refund at the Company’s discretion.

### 8. TITLE AND RISK

8.1 Risk in the Goods shall pass to the Buyer when the Goods are delivered to, or collected by, the Buyer or its agent

8.2 The ownership of the goods sold by the Company to the Buyer shall remain with the Company until the Buyer has paid the price for those Goods

8.3 For the purpose of these terms all liquidated sums owed by the Buyer to the Company on any account or grounds whatsoever shall be deemed to form part of the said price

8.4 The Buyer is licensed to incorporate the goods in or use the Goods as material for other goods or products (the New Goods). Where the Goods are severable after such incorporation or use, the Company reserves the right to sever and remove the same. Where the Goods are not so severable, then through the fact that and as from the moment when the Goods are incorporated in or used as material for other goods or products the New Goods shall be and be deemed to be owned legally and beneficially by the Company and any other owner of the New Goods in common with that other owner The Company shall be entitled to require the same to be sold in order to recoup the moneys owed to it. The Company’s rights shall be limited to the proportion necessary to recoup the money owed to it in respect of the Goods.

8.5 The Buyer is licensed by the Company to use or to agree to sell the Goods or the New Goods delivered to the Buyer subject to the express condition that the entire proceeds of any sale are held in trust for the Company and are not mixed with other moneys or paid into an overdrawn Bank account and shall at all times be identifiable as the Company’s money.

8.6 Until title to the Goods or the New Goods passes

8.6.1 The Buyer will hold the Goods or the New Goods as fiduciary agent and bailee for the Company.

8.6.2 The Goods shall, subject to clause 8.5 be kept separate and distinct from all other property of the Buyer and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Company and the Buyer will not or will not allow any interference with any identification marks or serial numbers on the goods

8.6.3 Without prejudice to any other rights the Company may at any time revoke the power of sale and use contained in clause 8.5 by notice to the Buyer if the Buyer is in default for longer than (14days) in the payment of any sum whatsoever due to the Company (whether in respect of the Goods or any other goods supplied at any time by it to the Buyer) (or if the Buyer has bona fide doubts as to the solvency of the Buyer);

8.6.4 The Buyer’s power of sale and use contained in clause 8.4 shall automatically cease if the Buyer has a petition presented for its winding-up or for the Appointment of an Administrator or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds or enters into any arrangement with its creditors or has an Administrative Receiver appointed of all or any parts of its assets or becomes bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceeding under foreign law.

8.7 The Buyer shall place any of the Goods in its possession or under its control and unsold at the disposal of the Company and the Company by its servants or agents shall be entitled to enter upon

any premises of the Buyer or any premises under the Buyer’s control or to which the Buyer has a right of access for the purpose of inspection, repossession and removal of such Goods at any time.

8.8 The Company shall at any time be 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 Company may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.

### 9. WARRANTY

9.1 The Company warrants that it has title to and the unencumbered right to sell the Goods

9.2 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. LIABILITY

#### 10.1 Introduction

10.1.1 Nothing in clause 10 shall be deemed to exclude or restrict the Company’s liability for death or personal injury resulting from negligence

10.1.2 Each of the sub-clauses in clause 10 is to be treated as separate and independent and capable of severance

#### 10.2 Exclusion

10.2.1 Clause 10.2 only covers defects in goods supplied caused by faulty design, manufacture materials or workmanship. It does not cover defects caused by abnormal use, misuse or neglect 10.2.2 The Company agrees that if any defect covered by clause 10.2.1 is discovered the Company will in its absolute discretion either repair the goods at its own expense or

replace the goods or refund the purchase price

10.2.3 No Management time discussing or assessing or travelling to or from site can be used as a way of claiming costs on any disputes.

10.2.4 The Buyer cannot claim the benefit of this clause unless he informs the Company of the relevant defect in writing within 7 working days of discovering it

10.2.5 In consideration for receiving the benefit of this clause, the Buyer agrees that apart from those terms set out in clauses 7 and 9, no other terms, whether conditions, warranties or innominate terms, express or implied, statutory or otherwise, shall form part of this contract (except where the Buyer deals as consumer within section 12 of the Unfair Contract Terms Act 1977 when the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 shall be implied into the contract).

### 11. CONSEQUENTIAL LOSS

The Company shall not be liable for any consequential loss or indirect loss suffered by the Buyer or any customer or purchaser from the Buyer as to which the Buyer shall hold the Company fully and effectually indemnified whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from the company’s negligence).

### 12. LIMITATION

Without prejudice to any other provision in these conditions in any event the Company’s total liability for any one claim or for the total of all claims arising from any one act or default of the Company (whether arising from the Company’s negligence or otherwise) shall not exceed £1,000,000 or the contract price whichever is the greater.

### 13. FORCE MAJEURE

The Company shall not be liable for any failure to deliver the goods arising from circumstances outside its control.

### 14. SALES PROMOTION DOCUMENTATION

Whilst the Company takes every precaution in the preparation of its catalogues, technical circulars, price lists and its other literature, these documents are for the Buyer’s general guidance only and the particulars contained therein shall not constitute representations by the Company and the Company shall not be bound thereby.

### 15. NOTICES

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified over leaf or such other address as that party may from time to time notify in writing and shall be deemed to have been served, if sent by post, 48 hours after posting or if by telex or facsimile transmission at the time of sending.

### 16. PROPER LAW AND JURISDICTION

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 jurisdiction of the English Courts.

### 17. SEVERANCE

If any provision of this agreement 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.

### 18. CREDIT REFERENCES

18.1 We may at any time carry out a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency

18.2 We will monitor and record information relating to your trade performance and such records will be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention.

**I accept the standard terms and conditions of sale set out above**

**Signed:**

**Print Name:**

**Date:**

**Position:**